

Mayor
John K. Handeland

Manager
Glenn Steckman

Clerk
Bryant Hammond



Nome City Council
Scot Henderson
Doug Johnson
Mark Johnson
Adam Martinson
Cameron Piscoya
M. Sigvanna Tapqaq

**NOME COMMON COUNCIL
SPECIAL MEETING AGENDA**
THURSDAY, JUNE 01, 2023 at 5:30 PM
COUNCIL CHAMBERS IN CITY HALL

102 Division St. ▪ P.O. Box 281 ▪ Nome, Alaska 99762 ▪ Phone (907) 443-6663 ▪ Fax (907) 443-5345

ROLL CALL

APPROVAL OF AGENDA

CITIZENS' COMMENTS

UNFINISHED BUSINESS

- A. Hobbs - 198.2.431,
PAGE 3
- B. Homeplate, LLC - 001.120.01,
PAGE 5
- C. Norton Sound Health Corporation - 192.1.120,
PAGE 58
- D. Norton Sound Health Corporation - 192.1.125,
PAGE 155
- E. Norton Sound Health Corporation - 192.1.130,
PAGE 252
- F. Norton Sound Health Corporation - 001.221.05A,
PAGE 349
- G. Norton Sound Health Corporation - 192.1.085,
PAGE 460
- H. Norton Sound Health Corporation - 001.131.01A,
PAGE 571
- I. Norton Sound Health Corporation - 001.115.01,
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- J. Norton Sound Health Corporation - 001.211.03B,
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- K. Norton Sound Health Corporation - 001.211.03A,
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- L. Norton Sound Health Corporation - 001.201.05,

PAGE 1039

[M.](#) Norton Sound Health Corporation - 190.1.059,

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[N.](#) Supplementary Material re: NSHC Appeals,
Letter of March 29, 2023 from CFO Pardee to Clerk Hammond re: Additional Information

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Updated, Most Recent NSHC Bylaws

PAGE 1245

Nome Eskimo Community Resolution Joining NSHC

PAGE 1293

ADJOURNMENT



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #: 2023-83 Item A.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 1 9 2 . 2 . 4 3 1
Property legal description: Block 10, Lot 14, Mineral Survey, Other
Print Owner's Name: Nathaniel M. Hobbs
Owner's Mailing Address: POB 1703, Nome, AK 99762
Day Phone: () 443 8063
Evening Phone: () 443 8063
Address to which all correspondence should be mailed (if different than above):

RECEIVED
APR 26 2023
CITY OF NOME
CLERKS DEPARTMENT

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Row 1: 42,700, 341,500, 384,200. Row 2: 42,700, 300,000, 342700, 2013.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

There have been no improvements to the property or home over the past year. The value of homes around us have not gone up \$50,000. Our family cannot afford a \$500 dollar increas of our taxes.

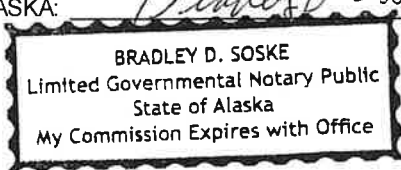
(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Signature of owner or authorized agent: Nathaniel M. Hobbs
Date signed: 04/26/2023
Print Name (if different form item # 1):

SUBSCRIBED and SWORN to before me this 26th day of April, 2023

NOTARY PUBLIC in and for the STATE of ALASKA:
Commission Expires: 12/31/2024
Seal:



Appeal#: 2023-83

4)

Assessor's Decision	From:	Land: 42,700 -	Building: 341,500 -	Total: 384,200 -
	To:	42,700 -	312,500 -	355,200 -

Assessor's Reason for Decision: RECOMMEND NO CHANGE TO LAND VALUE - AS IT IS CONSISTENT WITH COMMUNITY.
RECOMMEND ADJUSTMENT OF IMPROVEMENT VALUE TO REFLECT RECALCULATION OF NORMAL LIFE DEPRECIATION.
APPELLANT NON-RESPONSIVE TO TELEPHONIC CONTACT / MESSAGING.

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

26 APRIL 2023 A. Erickson 22 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

by: A. Erickson - for appellant 22 MAY 2023 A. ERICKSON - CONTRACT
 Signature of owner or authorized agent Date Printed Name ASSESSOR'S OFFICE

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)





CITY OF NOME ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #: Item B.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 0 0 1 . 1 2 0 . 0 1

Property legal description: Block 120, Lot 1A, Mineral Survey _____, Other _____

Print Owner's Name: Homeplate LLC **EIN: 87-4250973**

Owner's Mailing Address: PO Box 98, Day Phone: () 907 - 4435259

Nome AK 99762, Evening Phone: () _____

Address to which all correspondence should be mailed (if different than above): _____

Manley & Brautigam PC, 1127 W 7th Ave, Anchorage AK 99501

2)

Assessor's Value	Land:	Bldg:	Total:	Purchase Date:
	\$115,500		\$115,500	
Owner's Estimate of Value	Exempt		Exempt Charitable Use	AS 29.45.030(a)(3)

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

THE PROPERTY IS IN CONSTRUCTION PHASE AND IS OWNED BY AND WILL BE USED EXCLUSIVELY FOR CHARITABLE PURPOSES. THE LLC'S 100% MEMBER IS AN IRC 501(C) (3) TAX EXEMPT ENTITY AND AS SUCH UNDER FEDERAL LAW SHARES THE TAX EXEMPTION OF ITS MEMBER (NOME COMMUNITY CENTER). HomePlate Nome Apartments is an addition to Permanent Supportive Housing - a 15-unit apartment using the Housing First approach for Nome's chronically homeless population. This strategy combines affordable housing with intensive coordinated wrap-around social service - onsite medical and behavioral health clinic. It helps Nome's community emergency services, law enforcement, jail & addresses a part of Nome's housing shortage. See Exhibit A Attached:

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Ephraim Palmero 4/2/2023 Ephraim C. Palmero
Signature of owner or authorized agent Date signed Print Name (if different from item # 1)



SUBSCRIBED and SWORN to before me this 13th day of April, 2023

and for the STATE of ALASKA: _____

Appeal#: _____

4)

Assessor's Decision	From:	Land: 115,500-	Building: 0	Total: 115,500-
	To:	115,500-	0	115,500-

Assessor's Reason for Decision: NO VALUE CHANGE - PROPERTY IS EXEMPT AS A NON-PROFIT ENTITY.

30 MAY 2023
DECISION (INSTANT OF 1 MAY 2023) RESCINDED BY CITY OF NOME - AS THE APPELLANT DID NOT MEET THEIR CRITERIA FOR EXEMPTION STATUS.
ASSESSOR'S SUBSEQUENT DECISION - PROPERTY IS NOT CONSIDERED EXEMPT.
A. ERICKSON
CONTRACT ASSESSOR'S OFFICE

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

13 APRIL 2023 Stuckson 1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT SEE EMAIL the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

Stuckson for appellant 1 MAY 2023 A. ERICKSON - CONTRACT
 Signature of owner or authorized agent Date Printed Name ASSESSOR'S OFFICE

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)

EXHIBIT A

City of Nome Administrative Review and Appeal Form

Homeplate LLC

The organization is a wholly owned Limited Liability Company whose property, currently under construction, is used exclusively in the provision of charitable services to the Nome community. Such property is exempt from Ad Valorem taxation by the Alaska Constitution as well as AS 29.45.030(a)(3). The organization is in the process of constructing HomePlate Nome Apartments which is a \$9.8 million project that is expected to be completed and occupied by January 2024. Construction is funded by a variety of local, state and federal grants and donations from local partners.

Please find attached the following documents:

1. Request for Exemption filed prior to February 1, 2023.
2. Assessment Notice – Rejection of Request for Exemption
3. Internal Revenue Letter of Determination finding Nome Community Center Inc a tax exempt public charitable entity under Internal Revenue Code Section 501(c)(3).
4. IRS Ruling providing that the Exempt Status of the Sole Member of a wholly owned LLC applies to the LLC – the IRS provides in summary “The Service now recognizes the exempt status of disregarded entity LLCs owned by a sole exempt owner. It also recognizes the separate 501(c)(3) exemption of LLCs that represent that such status is permitted of LLCs under state law, and whose articles of organization and operating agreement comply with 11 other conditions.”
5. Nome Community Center – 2021 Return of Organization Exempt from Income Tax Form 990 (the last form filed) showing charitable intent and necessity of grant and donation funding to provide the services they do to the community.

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281 – 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

Item B.

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
- A separate application must be filed for each legally described lot or parcel of real property.
- The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
- The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
- Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 – 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. **Applicant:** HomePlate Nome, LLC, Phone: 907-443-5259

Address 502 Nathan Barron Ally City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY **PERSONAL PROPERTY**

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application): _____

*Property is under construction

4. Basis for Exemption Requested: Non-Exempt

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

Once construction is complete, the 15-unit apartment building will be used to house the chronically homeless population.

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.): _____

No legal or equitable ownership outside of Nome Community Center

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

Under Construction

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

No revenue generated

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature: _____

N/A

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption: _____

N/A

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

Property was not owned by NCC prior year

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 13 day of JAN, Year 2023

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

APPLICANT [Signature]

PREPARER [Signature]

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

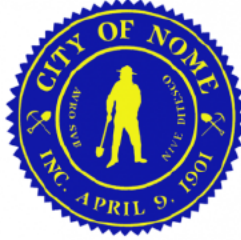
SUBSCRIBED AND SWORN to or affirmed before me at _____
On this _____ day of _____, _____

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires _____

City Clerk Use Only:
Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item B.



HOMEPLATE LLC
 PO BOX 98
 NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
500 E NATHAN BARRON ALLEY	001.120.01	3/29/2023	4/28/2023

Property Information
Lot Size: 21000 SF; Lot: 1A; BLK: 120; Subdivision: NOME TOWNSITE; Plat#: 2022-8; District: Nome - 201

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$115,500		\$115,500
Exemptions			\$0
Taxable Value	\$115,500		\$115,500

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of his mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
 PO Box 281 Nome, AK 99762
 Phone #: (907) 443-6663 Fax#: (907) 443-5345

District Director

Internal Revenue Service

Date:

SEP 6 1972

In reply refer to:

L-178, Code ~~428~~:RJL

SEA:EO:72-934



Nome Community Center, Inc.
 Box 98
 Nome, Alaska 99762

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(vi).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

Michael Sassi
 District Director

B. LIMITED LIABILITY COMPANIES AS EXEMPT ORGANIZATIONS - UPDATE

by

Richard A. McCray and Ward L. Thomas

1. Introduction

This article updates last year's article at 2000 CPE 111, which discussed the state laws governing limited liability companies ("LLCs"), federal tax treatment generally, and issues regarding their use as exempt organizations (focusing on IRC 501(c)(3)). The Service has developed an approach for dealing with such LLCs. This article discusses recent developments in the area and issues still pending with respect to LLCs, again with the focus on IRC 501(c)(3).

2. Disregarded Entities

A. Ann. 99-102

The question was posed in last year's article whether an LLC can be exempt as a disregarded part of an exempt organization that is the sole owner of the LLC. The Service has determined that it can.

Ann. 99-102, 1999-43 I.R.B. 545, establishes that an LLC wholly owned by a single exempt organization (exempt under IRC 501(a)) may be disregarded as an entity separate from its owner. Under Reg. 301.7701-3(b)(1), an eligible entity (which includes most LLCs) with a single owner is disregarded unless it elects otherwise. There are two ways for the eligible entity to elect separate entity treatment: by filing for separate entity treatment on Form 8832 (Reg. 301.7701-3(c)(1)(i)), or by claiming exemption as an entity separate from its owner, as by filing a separate Form 1023 or Form 990 (Reg. 301.7701-3(c)(1)(v)(A)). In the latter case, the eligible entity is treated as having made the election for the period it claims exemption or is determined to be exempt.

Ann. 99-102 requires the exempt owner of a disregarded LLC to treat the operations and finances of the LLC as its own for tax and information reporting purposes. In addition, the new Form 990 (Part IX) solicits information relating specifically to disregarded entities.

Limited Liability Companies as Exempt Organizations – Update

B. IRC 508

The notice requirements under IRC 508 apply to a disregarded entity in the same manner as to a subordinate organization in a group exemption. See Situation 3 of Rev. Rul. 90-100, 1990-2 C.B. 156.

C. Organizational Test

The question was posed in last year's article whether a disregarded entity's articles of organization must satisfy the 501(c)(3) organizational test. The Service currently does not require that the articles independently satisfy the test: because the entity is treated as an activity of the owner, it is the owner's articles that matter. However, nothing in the disregarded entity's articles should prohibit the entity from operating exclusively for exempt purposes. For instance, a provision allowing a disregarded LLC to operate "for all purposes for which LLCs may be operated" would be permissible. A provision that "the remaining assets upon dissolution are to be distributed to the members of the LLC" would be permissible, because the sole member is qualified under IRC 501(c)(3). Where the disregarded LLC's articles do not satisfy the 501(c)(3) organizational test, the examining agent or determination specialist should closely scrutinize the past and planned activities of the LLC to ensure that the entire entity (including the disregarded entity) complies with the 501(c)(3) operational test.

D. Charitable Deduction

Ann. 99-102 clearly allows the disregarded entity to be treated as part of its exempt owner for purposes of subchapter F (IRC 501 *et seq.*), Chapter 42, and information and UBIT reporting purposes. However, the Service is considering whether the same treatment applies for purposes of IRC 170. If not, then a contribution to a disregarded entity would not be deductible as a charitable contribution unless the disregarded entity either qualified in its own right under IRC 170(c), or it qualified as an agent of the exempt owner under the facts and circumstances. Guidance on this issue will be forthcoming in the near future.

E. Employment Taxes

Another guidance project of the Service involves employment taxes. In Notice 99-6, 1999-3 I.R.B. 12, the Service solicited public comment regarding issues related to employment tax reporting and payment by disregarded entities. Currently, disregarded entities are still allowed to choose between regarded or disregarded status for employment tax purposes.

Limited Liability Companies as Exempt Organizations – Update

F. Disregarded as Entity but Not as Activity

Where an applicant for recognition of exemption indicates that it is or intends to be the sole owner of a disregarded LLC, the governing documents and information regarding the LLC's activities and finances should be obtained and reviewed. The LLC may be disregarded as a separate entity, but should not be disregarded as an activity. Special care should be taken to insure that disregarded LLCs are not used as a device to thwart the various rules governing exempt organizations. A disregarded LLC's operations may give rise to exemption problems, UBIT problems, or excise tax problems for the sole exempt owner.

3. Regarded Entities (Associations)

A. Partnership vs. Association Status

One confusing concept is determining when an LLC (or other eligible entity) is treated as a partnership. The longstanding Service position is that a partnership cannot qualify under IRC 501(c)(3). However, an eligible entity (which may include an LLC or a partnership) that claims exemption as a separate entity is treated as an association, rather than as a partnership or disregarded entity, during the period in which it claims exemption or is determined to be exempt (Reg. 301.7701-3(c)(1)(v)(A)).

B. 501(c)(3) Exemption for LLCs--12 Conditions

Last year's article posed the question whether an LLC can qualify for exemption under IRC 501(c)(3) (other than as a disregarded entity with a sole exempt organization owner). The Service has determined that it can, under certain conditions.

The Service will recognize the 501(c)(3) exemption of an LLC that otherwise qualifies for exemption if it satisfies each of the 12 conditions below. The conditions are designed to ensure that the organization is organized and will be operated exclusively for exempt purposes and to preclude inurement of net earnings to private shareholders or individuals.

1. The organizational documents must include a specific statement limiting the LLC's activities to one or more exempt purposes.

This requirement may be satisfied by standard purposes and activities clauses that satisfy the 501(c)(3) organizational test, such as "The organization is organized exclusively for exempt purposes under section 501(c)(3) of the Internal Revenue Code," and "The organization may not carry on activities not permitted to be carried on by an

Limited Liability Companies as Exempt Organizations – Update

organization described in section 501(c)(3)." Taxpayers may not rely upon the cy pres doctrine to meet this requirement for LLCs.

2. The organizational language must specify that the LLC is operated exclusively to further the charitable purposes of its members.
3. The organizational language must require that the LLC's members be section 501(c)(3) organizations or governmental units or wholly owned instrumentalities of a state or political subdivision thereof ("governmental units or instrumentalities").
4. The organizational language must prohibit any direct or indirect transfer of any membership interest in the LLC to a transferee other than a section 501(c)(3) organization or governmental unit or instrumentality.

Because state laws generally provide LLC members with ownership rights in the assets of the LLC, the Service is concerned that allowing non-exempt members would result in potential inurement problems. Thus, the LLC cannot have private shareholders or individuals as members, and its organizing documents must state a purpose to further the members' charitable purposes. It should be noted, however, that the presence of solely charitable members does not ensure that the organization will be operated exclusively for charitable purposes. See, e.g., Rev. Rul. 72-369, 1972-2 C.B. 245 (organization formed to provide managerial and consulting services at cost to unrelated 501(c)(3) organizations not exempt under IRC 501(c)(3)); compare Rev. Rul. 71-529, 1971-2 C.B. 234 (organization controlled by a group of unrelated 501(c)(3) organizations and providing investment management services for a charge substantially below cost solely to that group qualifies under IRC 501(c)(3)).

5. The organizational language must state that the LLC, interests in the LLC (other than a membership interest), or its assets may only be availed of or transferred to (whether directly or indirectly) any nonmember other than a section 501(c)(3) organization or governmental unit or instrumentality in exchange for fair market value.

This provision helps ensure that the LLC and its assets are devoted exclusively to charitable purposes and that any dealings with private interests are at arm's length. Grants for exempt purposes to individuals or noncharitable organizations (as described in Rev. Rul. 68-489, 1968-2 C.B. 210) would also be permitted.

Limited Liability Companies as Exempt Organizations – Update

6. The organizational language must guarantee that upon dissolution of the LLC, the assets devoted to the LLC's charitable purposes will continue to be devoted to charitable purposes.

This requirement may be satisfied by a standard dissolution clause that satisfies the 501(c)(3) organizational test, such as "Upon dissolution, all assets remaining after the payment of liabilities shall be distributed exclusively to exempt organizations or for exempt purposes under section 501(c)(3) of the Internal Revenue Code." Taxpayers may not rely upon the cy pres doctrine to meet this requirement for LLCs.

7. The organizational language must require that any amendments to the LLC's articles of organization and operating agreement be consistent with section 501(c)(3).
8. The organizational language must prohibit the LLC from merging with, or converting into, a for-profit entity.

The idea here is that the LLC, like any other charitable organization, should intend to operate as a charity for its entire life and not flip between exempt and nonexempt status.

9. The organizational language must require that the LLC not distribute any assets to members who cease to be organizations described in section 501(c)(3) or governmental units or instrumentalities.

Such distribution would be inurement, unless the distribution is to a member other than in its capacity as a member, as where the member is the creditor on a loan to the LLC.

10. The organizational language must contain an acceptable contingency plan in the event one or more members ceases at any time to be an organization described in section 501(c)(3) or a governmental unit or instrumentality.

Forfeiture of the nonexempt member's interest is acceptable. A forced sale of the nonexempt organization's interest to another section 501(c)(3) organization or governmental unit or instrumentality would also be acceptable. The plan cannot involve a distribution of the LLC's assets to the nonexempt member, and should ensure that the nonexempt member's rights in the LLC are fully terminated within a reasonable time, e.g., 90 days from the date that a member's exemption is revoked.

Limited Liability Companies as Exempt Organizations – Update

11. The organizational language must state that the LLC's exempt members will expeditiously and vigorously enforce all of their rights in the LLC and will pursue all legal and equitable remedies to protect their interests in the LLC.
12. The LLC must represent that all its organizing document provisions are consistent with state LLC laws, and are enforceable at law and in equity.

Some states (California, Indiana, Iowa, Maryland, Minnesota, New York, North Dakota, Rhode Island, Texas, Utah, and Virginia) and the District of Columbia appear to require that an LLC be formed for a business purpose. In such states, it is questionable whether an LLC may be formed as a 501(c)(3) charitable organization. For the time being, however, absent state case law to the contrary, the Service is willing to recognize exemption based on the LLC's representation that its charitable status is permitted under state law, and that the provisions set forth above are enforceable.

C. Organizing Documents

The question arises as to which organizing document must meet the conditions set forth above. Unfortunately, state laws lack uniformity in determining whether the articles of organization (referred to in some states as the certificate of organization or certificate of formation--to confuse matters more, some states use the latter terms to refer to a document issued by the state when the state approves the articles of organization upon submission) or the operating agreement (referred to in some states as the regulations) controls in the event of a conflict. In some states, the articles of organization are the controlling document. In other states, it appears that the articles of organization control as to third parties, and the operating agreement controls as to members. For administrative convenience, the Service will require that both the articles of organization and the operating agreement separately comply with the 11 conditions above (the 12th condition is met in a separate written statement from the organization).

Most states expressly allow provisions to be included in the articles of organization that are not inconsistent with law, at least if the provisions are permitted to be included in the operating agreement. A few states (Arkansas, Colorado, Idaho, Oklahoma, and Wisconsin) appear to prohibit the inclusion of any information in the articles of organization other than certain specified items (e.g., name, address, whether the organization is managed by the members)--in these states, the 11 provisions set forth above may be included in the operating agreement only, so long as there are no conflicting provisions in the articles of organization.

Limited Liability Companies as Exempt Organizations – Update

D. National Office Involvement

Cincinnati and Area Offices may recognize the 501(c)(3) exemption of LLCs that meet the 12 conditions set forth above and otherwise qualify for exemption. Where the LLC is unwilling or claims it is unable to comply with all conditions, or where it is questionable whether the organization's governing documents, as amended, comply with all conditions (e.g., where terms are ambiguous or appear to conflict with one another), the case should be referred to EO Technical.

E. Other Exempt Organizations

An LLC that meets each of the 12 conditions above would also qualify for 501(c)(4) status if it otherwise met the requirements of that section. A 501(c)(4) case should be coordinated with EO Technical if the 12 conditions are not met.

The Service has yet to establish its position on whether and under what circumstances LLCs may qualify for exemption under other Code sections. Such issues should continue to be coordinated with EO Technical.

4. Summary

The Service now recognizes the exempt status of disregarded entity LLCs owned by a sole exempt owner. It also recognizes the separate 501(c)(3) exemption of LLCs that represent that such status is permitted of LLCs under state law, and whose articles of organization and operating agreement comply with 11 other conditions.

2021 TAX RETURN

Government Copy

Client: 2548

Prepared for: NOME COMMUNITY CENTER, INC.
PO BOX 98
NOME, AK 99762
907-443-5259

Prepared by: Bradley S Cage
BRAD CAGE, CPA
18040 HILLCREST DR
EAGLE RIVER, AK 99577
9074446465

Date: February 9, 2023

Comments:

Route to: _____

**BRAD CAGE, CPA
18040 HILLCREST DR
EAGLE RIVER, AK 99577
9074446465**

February 9, 2023

NOME COMMUNITY CENTER, INC.
PO BOX 98
NOME, AK 99762

Dear Client:

Your 2021 Federal Return of Organization Exempt from Income Tax will be electronically filed with the Internal Revenue Service upon receipt of a signed Form 8879-TE - IRS e-file Signature Authorization. No tax is payable with the filing of this return.

Please be sure to call us if you have any questions.

Sincerely,

Bradley S Cage

BRAD CAGE, CPA
18040 HILLCREST DR
EAGLE RIVER, AK 99577
9074446465

Client 2548
February 9, 2023

Item B.

NOME COMMUNITY CENTER, INC.
PO BOX 98
NOME, AK 99762
907-443-5259

FEDERAL FORMS

Form 990	2021 Return of Organization Exempt from Income Tax
Schedule A	Organization Exempt Under Section 501(c)(3)
Schedule B	Schedule of Contributors
Schedule D	Schedule D
Schedule O	Supplemental Information
Schedule R	Related Organizations and Unrelated Partnerships
Form 8868	Application for Extension
	Depreciation Schedules
Form 8879-TE	IRS e-file Signature Authorization

FEE SUMMARY

Preparation Fee

Application for Automatic Extension of Time To File an Exempt Organization Return

► **File a separate application for each return.**
► **Go to www.irs.gov/Form8868 for the latest information.**

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print	Name of exempt organization or other filer, see instructions. NOME COMMUNITY CENTER, INC.	Taxpayer identification number (TIN) 92-0039475
File by the due date for filing your return. See instructions.	Number, street, and room or suite number. If a P.O. box, see instructions. PO BOX 98	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. NOME, AK 99762	

Enter the Return Code for the return that this application is for (file a separate application for each return) **01**

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (section 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12
Form 990-T (corporation)	07		

• The books are in the care of ► **EPHRAIM PALMERO**

Telephone No. ► **907-443-5259** Fax No. ►

- If the organization does not have an office or place of business in the United States, check this box ►
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) If this is for the whole group, check this box ► . If it is for part of the group, check this box ... ► and attach a list with the names and TINs of all members the extension is for.

1 I request an automatic 6-month extension of time until 5/15, 2023, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

► calendar year 20__ or

► tax year beginning 7/01, 2021, and ending 6/30, 2022.

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return Change in accounting period

3 a If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions	3 a	\$	0.
3 b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit	3 b	\$	0.
3 c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions	3 c	\$	0.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-TE and Form 8879-TE for payment instructions.

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2021

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

A For the **2021** calendar year, or tax year beginning **7/01**, **2021**, and ending **6/30**, **2022**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name and address of principal officer: NONE COMMUNITY CENTER, INC. PO BOX 98 NOME, AK 99762 F Name and address of principal officer: EPHRAIM PALMERO Same As C Above	D Employer identification number 92-0039475 E Telephone number 907-443-5259 G Gross receipts \$ 2,575,451.	H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions.
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		J Website: ▶ WWW.NOMECC.ORG	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 1970 M State of legal domicile: AK	

Part I Summary

	1 Briefly describe the organization's mission or most significant activities: <u>NOME COMMUNITY CENTER'S PRIMARY OBJECTIVES ARE TO PROVIDE HEALTH, EDUCATIONAL, AND SOCIAL SERVICES TO RESIDENTS OF THE BERING STRAITS REGION OF ALASKA.</u>		
Activities & Governance	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	15
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	0
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	83
	6 Total number of volunteers (estimate if necessary)	6	300
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
	b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	1,653,669.	1,904,445.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	672,883.	661,531.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	169.	141.
	12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	18,811.	9,334.
		2,345,532.	2,575,451.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
	14 Benefits paid to or for members (Part IX, column (A), line 4)		
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,207,843.	1,354,472.
	16a Professional fundraising fees (Part IX, column (A), line 11e)		
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>14,721.</u>		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	629,021.	726,749.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,836,864.	2,081,221.	
19 Revenue less expenses. Subtract line 18 from line 12	508,668.	494,230.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	1,940,230.	2,581,576.
	22 Net assets or fund balances. Subtract line 21 from line 20	172,399.	319,515.
		1,767,831.	2,262,061.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	▶ <u>EPHRAIM PALMERO</u> Type or print name and title	Executive Dir.			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTN
	<u>Bradley S Cage</u>	<u>Bradley S Cage</u>			<u>P01533714</u>
	Firm's name	Firm's EIN ▶		Phone no.	
	<u>BRAD CAGE, CPA</u>	<u>473876801</u>		<u>9074446465</u>	
	Firm's address				
	<u>18040 HILLCREST DR</u> <u>EAGLE RIVER, AK 99577</u>				

May the IRS discuss this return with the preparer shown above? See instructions. Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission:

NOME COMMUNITY CENTER'S PRIMARY OBJECTIVES ARE TO PROVIDE HEALTH, EDUCATIONAL, AND SOCIAL SERVICES TO RESIDENTS OF THE BERING STRAITS REGION OF ALASKA.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 618,725. including grants of \$) (Revenue \$)

NEST - NEST BEGAN IN RESPONSE TO SEVERAL FREEZING DEATHS ON THE STREETS OF NOME. CREATING A SHELTER WAS A GRASSROOTS EFFORT TO PREVENT EXPOSURE RELATED DEATH BY PROVIDING A WARM, SAFE PLACE TO SLEEP FOR ANYONE IN NEED. THE SHELTER OPERATES FOR SIX OF THE COLDEST MONTHS OF THE YEAR. IN ADDITION, SUPPORTING HOUSING AND HOMELESS PREVENTION EFFORTS ASSIST INDIVIDUALS AND FAMILIES IN FINDING PERMANENT HOUSING SOLUTIONS TO THEIR HOMELESSNESS

4b (Code:) (Expenses \$ 545,510. including grants of \$) (Revenue \$)

NOME CHILDREN'S SERVICES - THE HOME PROVIDES EMERGENCY SHELTER FOR YOUTH AGES 0-18 YEARS, TWENTY FOUR HOURS A DAY, SEVEN DAYS PER WEEK. NCH CULTIVATES A SAFE AND ENRICHING ENVIRONMENT, WITH A GOAL OF MINIMIZING THE EFFECTS OF TRAUMA AND SUPPORTING THE SUCCESS OF FAMILIES. KEEPING RESIDENTS CONNECTED TO THIER TRIBE AND VILLAGE ARE AN IMPORTANT PART OF THIER REGIME AND CULTURAL ACTIVITIES ARE AN IMPORTANT FOCUS.

4c (Code:) (Expenses \$ 347,113. including grants of \$) (Revenue \$)

XYZ CENTER - XYZ IS A GATHERING PLACE FOR OUR COMMUNITY ELDERS WHERE MEALS, TRANSPORTATION, SUPPORT SERVICES AND SOCIAL ACTIVITIES ARE AVAILABLE. ELDERS PARTICIPATE IN A VARIETY OF ACTIVITIES INCLUDING SEWING, BEADING, KNITTING AND OTHER CRAFTS. CONGREGATE MEALS PROVIDE A SOCIAL NETWORK FOR THE ELDERS TO CONNECT WITH ONE ANOTHER. HOME DELIVERY OF MEALS PROVIDES SUPPORT TO HOME-BOUND. PHYSICAL ACTIVITY, NUTRITIONAL EDUCATION AND VACCINE CLINICS ARE AMONG THE ADDITIONAL SUPPORTS OFFERED.

4d Other program services (Describe on Schedule O.) See Schedule O

(Expenses \$ 330,399. including grants of \$) (Revenue \$)

4e Total program service expenses 1,841,747.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If 'Yes,' complete Schedule A.</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If 'Yes,' complete Schedule C, Part I.</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If 'Yes,' complete Schedule C, Part II.</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If 'Yes,' complete Schedule C, Part III.</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If 'Yes,' complete Schedule D, Part I.</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If 'Yes,' complete Schedule D, Part II.</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If 'Yes,' complete Schedule D, Part III.</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If 'Yes,' complete Schedule D, Part IV.</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If 'Yes,' complete Schedule D, Part V.</i>		X
11 If the organization's answer to any of the following questions is 'Yes,' then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If 'Yes,' complete Schedule D, Part VI.</i>	X	
b Did the organization report an amount for investments – other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VII.</i>		X
c Did the organization report an amount for investments – program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VIII.</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part IX.</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If 'Yes,' complete Schedule D, Part X.</i>	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If 'Yes,' complete Schedule D, Part X.</i>		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If 'Yes,' complete Schedule D, Parts XI and XII.</i>	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional.</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If 'Yes,' complete Schedule E.</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If 'Yes,' complete Schedule F, Parts I and IV.</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If 'Yes,' complete Schedule F, Parts II and IV.</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If 'Yes,' complete Schedule F, Parts III and IV.</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If 'Yes,' complete Schedule G, Part I.</i> See instructions		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If 'Yes,' complete Schedule G, Part II.</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If 'Yes,' complete Schedule G, Part III.</i>		X
20a Did the organization operate one or more hospital facilities? <i>If 'Yes,' complete Schedule H.</i>		X
b If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If 'Yes,' complete Schedule I, Parts I and II.</i>		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If 'Yes,' complete Schedule I, Parts I and III.</i>		X
23 Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If 'Yes,' complete Schedule J.</i>		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a.</i>		X
24b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?.....		
24c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?.....		
24d Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?.....		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If 'Yes,' complete Schedule L, Part I.</i>		X
25b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If 'Yes,' complete Schedule L, Part I.</i>		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part II.</i>		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part III.</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
28a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
28b A family member of any individual described in line 28a? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
28c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If 'Yes,' complete Schedule L, Part IV.</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If 'Yes,' complete Schedule M.</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If 'Yes,' complete Schedule M.</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If 'Yes,' complete Schedule N, Part I.</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If 'Yes,' complete Schedule N, Part II.</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If 'Yes,' complete Schedule R, Part I.</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1.</i>	X	
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?.....		X
35b If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If 'Yes,' complete Schedule R, Part VI.</i>		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1 a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable.....		
1 b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable.....		
1 c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?.....	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. 2a 83		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? 2b X	X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. See instructions.			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? 3a		X
b	If 'Yes,' has it filed a Form 990-T for this year? If 'No' to line 3b, provide an explanation on Schedule O. 3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? 4a		X
b	If 'Yes,' enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? 5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? 5b		X
c	If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T? 5c		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? 6a		X
b	If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? 6b		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? 7a		X
b	If 'Yes,' did the organization notify the donor of the value of the goods or services provided? 7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? 7c		X
d	If 'Yes,' indicate the number of Forms 8282 filed during the year. 7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? 7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? 7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? 7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? 7h		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? 8		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966? 9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? 9b		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12. 10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities. 10b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders. 11a		
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041? 12a		
b	If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year. 12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? 13a		
Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans. 13b		
c	Enter the amount of reserves on hand 13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year? 14a		X
b	If 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation on Schedule O. 14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? 15		X
If 'Yes,' see the instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? 16		X
If 'Yes,' complete Form 4720, Schedule O.			
17	Section 501(c)(21) organizations. Did the trust, any disqualified person, or mine operator engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? 17		
If 'Yes,' complete Form 6069.			

Part VI Governance, Management, and Disclosure. For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI. [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a (15), 1b, 2 (X), 3 (X), 4, 5 (X), 6 (X), 7a (X), 7b (X), 8a (X), 8b (X), 9 (X).

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a (X), 10b, 11a (X), 11b (See Schedule O), 12a (X), 12b, 12c, 13 (X), 14 (X), 15a (X), 15b (X), 16a (X), 16b.

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed None
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year. See Schedule O
20 State the name, address, and telephone number of the person who possesses the organization's books and records EPHRAIM PALMERO PO BOX 98 NOME AK 99762 907-443-5259

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1 a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) RHONDA SCHNEIDER Executive Dir.	40 0			X			130,028.	0.	0.	
(2) JENN MILLER EX OFFICIO	0 0	X					0.	0.	0.	
(3) LINDA HELM EX OFFICIO	0 0	X					0.	0.	0.	
(4) BERTHA KOWELUK Vice President	0 0	X					0.	0.	0.	
(5) RAESHAWNDRRA JETT Secretary	0 0	X					0.	0.	0.	
(6) MARGARET THOMAS President	0 0	X					0.	0.	0.	
(7) JOY MORGAN MEMBER	0 0	X					0.	0.	0.	
(8) MELISSA FORD Treasurer	0 0	X					0.	0.	0.	
(9) JESSICA LEMAIRE MEMBER	0 0	X					0.	0.	0.	
(10) VERONICA ALVISO MEMBER	0 0	X					0.	0.	0.	
(11) BRIDIE TRAINER MEMBER	0 0	X					0.	0.	0.	
(12) GARRICK FULLER Director	0 0	X					0.	0.	0.	
(13) EPHRAIM PALMERO Executive Dir.	0 0			X			0.	0.	0.	
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Posit on (do not check more than one box, unless person is both an officer and a director/trustee)					(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee			
(15) -----									
(16) -----									
(17) -----									
(18) -----									
(19) -----									
(20) -----									
(21) -----									
(22) -----									
(23) -----									
(24) -----									
(25) -----									

1 b Subtotal	130,028.	0.	0.
c Total from continuation sheets to Part VII, Section A	0.	0.	0.
d Total (add lines 1b and 1c)	130,028.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **▶ 1**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If 'Yes,' complete Schedule J for such individual.</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If 'Yes,' complete Schedule J for such individual.</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If 'Yes,' complete Schedule J for such person.</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **▶ 0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants, and Other Similar Amounts	1 a Federated campaigns	1 a				
	b Membership dues	1 b				
	c Fundraising events	1 c				
	d Related organizations	1 d				
	e Government grants (contributions)	1 e 1,178,966.				
	f All other contributions, gifts, grants, and similar amounts not included above	1 f 725,479.				
	g Noncash contributions included in lines 1a-1f	1 g				
	h Total. Add lines 1a-1f	▶ 1,904,445.				
Program Service Revenue	Business Code					
	2 a FEES AND CONTRACTS GOV AG		587,820.	587,820.		
	b SENIOR RENTALS		73,711.	73,711.		
	c _____					
	d _____					
	e _____					
	f All other program service revenue					
g Total. Add lines 2a-2f	▶	661,531.				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		141.		141.	
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6 a Gross rents	(i) Real				
		(ii) Personal				
		6 b Less: rental expenses				
		6 c Rental income or (loss)				
	d Net rental income or (loss)	▶				
	7 a Gross amount from sales of assets other than inventory	(i) Secur ties				
		(ii) Other				
		7 b Less: cost or other basis and sales expenses				
		7 c Gain or (loss)				
	d Net gain or (loss)	▶				
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8 a				
b Less: direct expenses		8 b				
c Net income or (loss) from fundraising events		▶				
9 a Gross income from gaming activities. See Part IV, line 19	9 a					
	b Less: direct expenses	9 b				
	c Net income or (loss) from gaming activities	▶				
10 a Gross sales of inventory, less returns and allowances	10 a					
	b Less: cost of goods sold	10 b				
	c Net income or (loss) from sales of inventory	▶				
Miscellaneous Revenue	Business Code					
	11 a MISCELLANEOUS	624100	9,334.	9,334.		
	b GAIN ON SALE OF VEHICLE					
	c _____					
	d All other revenue					
e Total. Add lines 11a-11d	▶	9,334.				
12 Total revenue. See instructions	▶	2,575,451.	670,865.	0.	141.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX.

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	130,028.	84,518.	45,510.	0.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0.	0.	0.	0.
7 Other salaries and wages	1,224,444.	1,111,515.	112,929.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	276,924.	245,972.	25,534.	5,418.
17 Travel	29,589.	26,254.	1,126.	2,209.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	58,039.	31,392.	26,647.	
23 Insurance				
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a <u>MISC</u>	195,713.	182,848.	9,088.	3,777.
b <u>COMMODITIES</u>	126,643.	125,181.	1,145.	317.
c <u>EQUIPMENT</u>	39,841.	34,067.	2,774.	3,000.
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e.	2,081,221.	1,841,747.	224,753.	14,721.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X.

		(A) Beginning of year		(B) End of year
Assets	1 Cash – non-interest-bearing	1,103,616.	1	1,978,372.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net	159,682.	3	138,242.
	4 Accounts receivable, net	355,218.	4	182,352.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	26,141.	9	39,777.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 674,857.		
	b Less: accumulated depreciation	10b 432,025.	295,572.	10c 242,832.
	11 Investments – publicly traded securities		11	
	12 Investments – other securities. See Part IV, line 11		12	
	13 Investments – program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	1.
16 Total assets. Add lines 1 through 15 (must equal line 33)		1,940,230.	16	2,581,576.
Liabilities	17 Accounts payable and accrued expenses	23,757.	17	40,549.
	18 Grants payable		18	
	19 Deferred revenue	59,394.	19	202,701.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	89,248.	25	76,265.
	26 Total liabilities. Add lines 17 through 25		172,399.	26
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	1,023,469.	27	1,185,193.
	28 Net assets with donor restrictions	744,362.	28	1,076,868.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	1,767,831.	32	2,262,061.
33 Total liabilities and net assets/fund balances		1,940,230.	33	2,581,576.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI.

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,575,451.
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,081,221.
3	Revenue less expenses. Subtract line 2 from line 1	3	494,230.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,767,831.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	2,262,061.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII.

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____		
If the organization changed its method of accounting from a prior year or checked 'Other,' explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?		X
If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2b	Were the organization's financial statements audited by an independent accountant?	X	
If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2c	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	X	
If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3b	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545

Item B.

2021

Open to Public
Inspection

Name of the organization NOME COMMUNITY CENTER, INC.	Employer identification number 92-0039475
--	---

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants'.)	1,137,468.	1,618,730.	1,801,933.	1,653,669.	1,904,445.	8,116,245.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						0.
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0.
4 Total. Add lines 1 through 3.	1,137,468.	1,618,730.	1,801,933.	1,653,669.	1,904,445.	8,116,245.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						0.
6 Public support. Subtract line 5 from line 4.						8,116,245.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4.	1,137,468.	1,618,730.	1,801,933.	1,653,669.	1,904,445.	8,116,245.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources.	38,089.	26,117.	62,989.	55,640.	73,852.	256,687.
9 Net income from unrelated business activities, whether or not the business is regularly carried on.						0.
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) See Part VI.	17,387.	29,882.	6,332.	18,811.	9,334.	81,746.
11 Total support. Add lines 7 through 10.						8,454,678.
12 Gross receipts from related activities, etc. (see instructions)					12	0.
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f)).	14	96.00 %
15 Public support percentage from 2020 Schedule A, Part II, line 14.	15	96.07 %

16a 33-1/3% support test—2021. If the organization did not check the box on line 13, and line 14 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization. ▶

b 33-1/3% support test—2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization. ▶

17a 10%-facts-and-circumstances test—2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization. ▶

b 10%-facts-and-circumstances test—2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization. ▶

18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions. ▶

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants'.)						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose.						
3 Gross receipts from activities that are not an unrelated trade or business under section 513.						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						
5 The value of services or facilities furnished by a governmental unit to the organization without charge.						
6 Total. Add lines 1 through 5.						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons.						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year.						
c Add lines 7a and 7b.						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6.						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources.						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975.						
c Add lines 10a and 10b.						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on.						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f)).	15	%
16 Public support percentage from 2020 Schedule A, Part III, line 15.	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f)).	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17.	18	%

19a 33-1/3% support tests—2021. If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33-1/3% support tests—2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If 'No,' describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If 'Yes,' explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If 'Yes,' answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If 'Yes,' describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If 'Yes,' explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ('foreign supported organization')? <i>If 'Yes' and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If 'Yes,' describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If 'Yes,' explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If 'Yes,' answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If 'Yes,' provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If 'Yes,' complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If 'Yes,' complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If 'Yes,' provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If 'Yes,' provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If 'Yes,' provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If 'Yes,' answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
11a		
b A family member of a person described on line 11a above?		
11b		
c A 35% controlled entity of a person described on line 11a or 11b above? If 'Yes' to line 11a, 11b, or 11c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If 'No,' describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If 'Yes,' explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If 'No,' describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If 'No,' explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If 'Yes,' describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
 - a The organization satisfied the Activities Test. Complete **line 2** below.
 - b The organization is the parent of each of its supported organizations. Complete **line 3** below.
 - c The organization supported a governmental entity. Describe in **Part VI** how you supported a governmental entity (see instructions).

2 Activities Test. **Answer lines 2a and 2b below.**

- a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If 'Yes,' then in **Part VI** identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
- b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If 'Yes,' explain in **Part VI** the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.

3 Parent of Supported Organizations. **Answer lines 3a and 3b below.**

- a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If 'Yes' or 'No,' provide details in **Part VI**.
- b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If 'Yes,' describe in **Part VI** the role played by the organization in this regard.

	Yes	No
2a		
2b		
3a		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D – Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required – provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2021 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1 Distributable amount for 2021 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2021 (reasonable cause required – explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2021			
a From 2016			
b From 2017			
c From 2018			
d From 2019			
e From 2020			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2021 distributable amount			
i Carryover from 2016 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2021 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2021 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2022. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2017			
b Excess from 2018			
c Excess from 2019			
d Excess from 2020			
e Excess from 2021			

BAA

Schedule A (Form 990) 2021

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Part II, Line 10 - Other Income

<u>Nature and Source</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
MISC	\$ 9,334.	\$ 10,311.	\$ 6,332.	\$ 10,375.	\$ 17,387.
GAIN ON SALE OF VEHICLE		8,500.		19,507.	
Total	<u>\$ 9,334.</u>	<u>\$ 18,811.</u>	<u>\$ 6,332.</u>	<u>\$ 29,882.</u>	<u>\$ 17,387.</u>

Schedule B (Form 990)

Department of the Treasury Internal Revenue Service

Schedule of Contributors

Attach to Form 990 or Form 990-PF. Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

Item B.

2021

Name of the organization

NOME COMMUNITY CENTER, INC.

Employer identification number

92-0039475

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

[X] 501(c)(3) (enter number) organization

[] 4947(a)(1) nonexempt charitable trust not treated as a private foundation

[] 527 political organization

Form 990-PF

[] 501(c)(3) exempt private foundation

[] 4947(a)(1) nonexempt charitable trust treated as a private foundation

[] 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[X] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33-1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering 'N/A' in column (b) instead of the contributor name and address), II, and III.

[] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year. > \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it must answer 'No' on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization

NOME COMMUNITY CENTER, INC.

Employer identification number

92-0039475

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	SOA DEPT OF HEALTH AND HUMAN SERVIC PO BOX 240249 ANCHORAGE, AK 99503	\$ 1,306,135.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	CITY OF NOME PO BOX 281 NOME, AK 99762	\$ 79,810.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	BOYS AND GIRLS CLUBS OF SOUTH ANC 2300 WEST 36TH AVENUE ANCHORAGE, AK 99517	\$ 57,746.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	AK HOUSING FINANCE CORP PO BOX 101020 ANCHORAGE, AK 99510	\$ 344,282.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	HUD 3000 C STREET, SUITE 401 ANCHORAGE, AK 99503	\$ 51,700.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	NORTON SOUND HEALTH CORPORATION 900 WEST 5TH AVENUE ANCHORAGE, AK 99501	\$ 82,400.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

NOME COMMUNITY CENTER, INC.

92-0039475

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	N/A ----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----
-----	----- ----- -----	\$-----	-----

Name of organization
NOME COMMUNITY CENTER, INC.

Employer identification number
 92-0039475

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this information once. See instructions.) ▶ \$ _____ *N/A*
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
N/A			
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	

**SCHEDULE D
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered 'Yes' on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545

Item B.

2021

Open to Public Inspection

Name of the organization

NOME COMMUNITY CENTER, INC.

Employer identification number

92-0039475

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		

- 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? Yes No
- 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? Yes No

Part II Conservation Easements.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 7.

- 1 Purpose(s) of conservation easements held by the organization (check all that apply):
- Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area
- Protection of natural habitat Preservation of a certified historic structure
- Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

- 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____
- 4 Number of states where property subject to conservation easement is located ▶ _____
- 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? Yes No
- 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____
- 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ _____
- 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? Yes No
- 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

- 1 a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.
- b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
- (i) Revenue included on Form 990, Part VIII, line 1. ▶ \$ _____
- (ii) Assets included in Form 990, Part X. ▶ \$ _____
- 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:
- a Revenue included on Form 990, Part VIII, line 1. ▶ \$ _____
- b Assets included in Form 990, Part X. ▶ \$ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered 'Yes' on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1 a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If 'Yes,' explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1 c |
| d Additions during the year | 1 d |
| e Distributions during the year | 1 e |
| f Ending balance | 1 f |
- 2 a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII.

Part V Endowment Funds. Complete if the organization answered 'Yes' on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1 a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment _____ %
 - b Permanent endowment _____ %
 - c Term endowment _____ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|--|--------|----|
| (i) Unrelated organizations | 3a(i) | |
| (ii) Related organizations | 3a(ii) | |
| b If 'Yes' on line 3a(ii), are the related organizations listed as required on Schedule R? | 3b | |

Part VI Land, Buildings, and Equipment.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1 a Land				
b Buildings		131,387.	25,377.	106,010.
c Leasehold improvements		39,685.	25,627.	14,058.
d Equipment		503,785.	381,021.	122,764.
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) 242,832.

Part VII Investments – Other Securities.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives.....		
(2) Closely held equity interests.....		
(3) Other		
(A) -----		
(B) -----		
(C) -----		
(D) -----		
(E) -----		
(F) -----		
(G) -----		
(H) -----		
(I) -----		
Total. (Column (b) must equal Form 990, Part X, column (B) line 12.) . . ▶		

Part VIII Investments – Program Related.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . . ▶		

Part IX Other Assets.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) ACCRUED LIABILITIES	67,965.
(3) TENANT S/D LIABILITY	8,300.
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 25.) ▶	76,265.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII.

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	3,028,518.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
	a Net unrealized gains (losses) on investments	2a	
	b Donated services and use of facilities	2b	453,067.
	c Recoveries of prior year grants	2c	
	d Other (Describe in Part XIII.)	2d	
	e Add lines 2a through 2d	2e	453,067.
3	Subtract line 2e from line 1	3	2,575,451.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
	a Investment expenses not included on Form 990, Part VIII, line 7b	4a	
	b Other (Describe in Part XIII.)	4b	
	c Add lines 4a and 4b	4c	
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	2,575,451.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	2,534,288.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
	a Donated services and use of facilities	2a	453,067.
	b Prior year adjustments	2b	
	c Other losses	2c	
	d Other (Describe in Part XIII.)	2d	
	e Add lines 2a through 2d	2e	453,067.
3	Subtract line 2e from line 1	3	2,081,221.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
	a Investment expenses not included on Form 990, Part VIII, line 7b	4a	
	b Other (Describe in Part XIII.)	4b	
	c Add lines 4a and 4b	4c	
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	2,081,221.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**SCHEDULE O
(Form 990)**

Department of the Treasury
Internal Revenue Service

Name of the organization

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545

Item B.

2021

**Open to Public
Inspection**

NOME COMMUNITY CENTER, INC.

Employer identification number

92-0039475

Form 990, Part III, Line 4d - Other Program Services Description

FAMILY SERVICES - FAMILY SERVICES SUPPORTS OUR REGION'S FAMILIES BY PROVIDING GUIDANCE AND SUPPORT DURING TIMES OF NEED. FAMILY SERVICES PROVIDES EDUCATION AND SUPPORT TO FAMILIES WHO ARE WORKING TOWARDS REUNIFICATION OF WHO ARE IN NEED OF TEMPORARY SERVICES TO STRENGTHEN THEIR FAMILIES.

BOYS AND GIRLS CLUB - AFTER SCHOOL PROGRAM AND SUMMER PROGRAM THAT PROVIDES A SAFE AND NURTURING ENVIRONMENT FOR LOCAL YOUTH. THROUGH SKILL BUILDIN, EDUCATIONAL ACTIVITIES, AND FOSTERING HEALTHY AND POSITIVE SOCIAL CONNECTIONS WITH THEIR PEERS, MENTORS AND STAFF. BOYS AND GIRLS MISSION IS TO CULTIVATE A SENSE OF CITIZENSHIP AND LEADERSHIP DEVELOPMENT.

YOUTH SERVICES - YOUTH COURT - THE NOME YOUTH COURT INCORPORATES THE PRINCIPLES AND PRACTICES OF BALANCED AND RESTORATIVE JUSTICE BY PROVIDING PEER JUSTICE TO YOUNG OFFENDERS. IT GIVES FIRST-TIME JUVENILE OFFENDERS THE OPPORTUNITY TO KEEP THEIR CRIME OFF THEIR RECORD. CAMP CRAVE - SUMMER CAMP FOR NOME KIDS

FOOD BANK - PROVIDES NUTRITIONAL ASSISTANCE TO FAMILIES AND INDIVIDUALS IN NEED. THE NOME FOOD BANK IS SUPPORTED BY VOLUTEERS WHO ASSIST WITH THE DISTRIBUTION OF COMMODITIES AND LOCALLY DONATED FOODS TO FAMILIES IN NEED.

CAMP CRAVE - SUMMER CAMP FOR NOME KIDS

Form 990, Part VI, Line 11b - Form 990 Review Process

THE RETURN HAS BEEN REVIEWED BY THE EXECUTIVE DIRECTOR AND PROVIDED TO THE BOARD OF DIRECTORS FOR REVIEW AND APPROVAL.

Name of the organization

NOME COMMUNITY CENTER, INC.

Employer identification number

92-0039475

Form 990, Part VI, Line 18 - Explanation of Other Means Forms Available For Public Inspection

THE ORGANIZATION MAKES ITS GOVERNING DOCUMENTS AND FINANCIAL STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.

Form 990, Part VI, Line 19 - Other Organization Documents Publicly Available

THE ORGANIZATION MAKES ITS GOVERNING DOCUMENTS AVAILABLE UPON REQUEST.

SCHEDULE R
(Form 990)

Department of the Treasury
Internal Revenue Service

Name of the organization

Related Organizations and Unrelated Partnerships

- ▶ Complete if the organization answered 'Yes' on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
 - ▶ Attach to Form 990.
- ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Item B.

2021

Open to Public Inspection

NOME COMMUNITY CENTER, INC.

Employer identification number
92-0039475

Part I Identification of Disregarded Entities. Complete if the organization answered 'Yes' on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity
(1) ----- ----- -----					
(2) ----- ----- -----					
(3) ----- ----- -----					

Part II Identification of Related Tax-Exempt Organizations. Complete if the organization answered 'Yes' on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Sec 512(b)(13) controlled entity?	
						Yes	No
(1) NOME EMERGENCY SHELTER TEAM PO BOX 98 NOME, AK 99762 27-3970829	HOMELESS ASSISTANCE	AK	501 C 3	501 C 3	NOME COMMUNITY CENTER, INC.		X
(2) ----- ----- -----							
(3) ----- ----- -----							
(4) ----- ----- -----							

Part III Identification of Related Organizations Taxable as a Partnership. Complete if the organization answered 'Yes' on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	
(1) ----- ----- -----												
(2) ----- ----- -----												
(3) ----- ----- -----												

Part IV Identification of Related Organizations Taxable as a Corporation or Trust. Complete if the organization answered 'Yes' on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Sec 512(b)(13) controlled entity?	
								Yes	No
(1) ----- ----- -----									
(2) ----- ----- -----									
(3) ----- ----- -----									

Part V Transactions With Related Organizations. Complete if the organization answered 'Yes' on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

	Yes	No
1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?		
a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		X
b Gift, grant, or capital contribution to related organization(s)		X
c Gift, grant, or capital contribution from related organization(s)		X
d Loans or loan guarantees to or for related organization(s)		X
e Loans or loan guarantees by related organization(s)		X
f Dividends from related organization(s)		X
g Sale of assets to related organization(s)		X
h Purchase of assets from related organization(s)		X
i Exchange of assets with related organization(s)		X
j Lease of facilities, equipment, or other assets to related organization(s)		X
k Lease of facilities, equipment, or other assets from related organization(s)		X
l Performance of services or membership or fundraising solicitations for related organization(s)		X
m Performance of services or membership or fundraising solicitations by related organization(s)		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)		X
o Sharing of paid employees with related organization(s)		X
p Reimbursement paid to related organization(s) for expenses		X
q Reimbursement paid by related organization(s) for expenses		X
r Other transfer of cash or property to related organization(s)		X
s Other transfer of cash or property from related organization(s)		X

2 If the answer to any of the above is 'Yes,' see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

Part VI Unrelated Organizations Taxable as a Partnership. Complete if the organization answered 'Yes' on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners section 501(c)(3) organizations?		(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
				Yes	No			Yes	No		Yes	No	
(1) ----- ----- -----													
(2) ----- ----- -----													
(3) ----- ----- -----													
(4) ----- ----- -----													
(5) ----- ----- -----													
(6) ----- ----- -----													
(7) ----- ----- -----													
(8) ----- ----- -----													

Part VII Supplemental Information

Provide additional information for responses to questions on Schedule R. See instructions.



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Item C.
Appeal #: []

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 1 9 2 . 1 . 1 2 0

Property legal description: Block MS, Lot 1800, Mineral Survey, Other

Print Owner's Name: Norton Sound Health Corporation

Owner's Mailing Address: PO Box 966, Day Phone: () 443 3337

Nome, AK 99762, Evening Phone: () -

Address to which all correspondence should be mailed (if different than above):

Please also email all information to: dpardee@nshcorp.org

2)

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Row 1: \$32,000, 0, \$32,000. Row 2: Owner's Estimate of Value.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

Total Taxable Value should be \$0.00

Basis for Exemption: AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); Federal Preemption; Sovereign Immunity

See Attached

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Signature of owner or authorized agent: [Signature]
NOTARY PUBLIC for the STATE of ALASKA: [Signature]
Commission Expires: 03-26-2024

Date signed: 4/25/23
Print Name (if different from item # 1): Angie Gorn

SUBSCRIBED and SWORN to before me this 25 day of April, 2023

Appeal#: []

4)

Assessor's Decision	From:	Land: 32,000-	Building: 0	Total: 32,000-
	To:	32,000-	0	32,000-

Assessor's Reason for Decision: RECOMMENDED DENIAL OF APPEAL - AS IT DOES DISPUTE VALUATION, RATHER DISPUTES WHETHER ENTITY IS EXEMPT FROM TAXATION.
BOARDS OF EQUALIZATION CONVEENE TO CONSIDER VALUATION ISSUES SOLELY.
IN ADDITION PROPERTY APPEALED ON SAME GROUNDS IN 2022. ANY IS CURRENTLY ADDRESSED IN THE COURT SYSTEM - WITHOUT RESOLUTION AT PRESENT.
RECOMMEND DENIAL,

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

25 APRIL 2023 [Signature] 1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

[Signature] 4/25/23 Angie Gorn
 Signature of owner or authorized agent Date Printed Name

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

Item C.

January 24, 2023

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED
JAN 30 2023
CITY OF NOME
CLERKS DEPARTMENT

Re: 2023 Applications for Municipal Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2023 Municipal Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Jack, Block MS 1800 192.1.120
2. Thelma, Block MS 1800 192.1.125
3. Gold Hill, Block MS 1800 192.1.130
4. Block 91 Lot 3 & 4 001.221.05A
5. Block MS 1298 192.1.085
6. Block 33 Lot 19 001.131.01A
7. Block 116 Lot 1A 001.115.01
8. Block 110 Lot 3A 001.211.03B
9. Block 110 Lot 1-2 001.211.03A
10. Block 127 Lot 7A 001.201.05
11. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2023 Applications for Municipal Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281 - 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

RECEIVED

Item C.

JAN 30 2023

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION CITY OF NOME CLERKS DEPARTMENT

GENERAL INFORMATION:

- > The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
> A separate application must be filed for each legally described lot or parcel of real property.
> The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
> The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
> Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 - 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. Applicant: Norton Sound Health Corporation, Phone: 443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY [X] PERSONAL PROPERTY []

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application): Jack Block MS 1800 192.1.120

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption: See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.): N/A

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested: N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature: N/A See answer to # 5 above

2023 Application for Municipal Tax Exemption

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: Jack

Legal Description: Block MS 1800, 192.1.120

4) Basis for exemption. AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity.

5) Adjacent and contiguous property owned by NSHC, an Indian tribal government entity. Property is held exclusively for hospital purposes and operation of the Indian Health Service's integrated health care system in the Bering Strait region, pursuant to the Indian Self Determination and Education Assistance Act. Use is restricted to the build out of additional hospital services and facilities.

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

N/A

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

None

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 24th day of January, Year 2023.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation
APPLICANT

Cherie Gorn
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome AK
On this 24 day of January, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 9/20/2026

THOMAS SIMONSSON
Notary Public
State of Alaska
My Commission Expires Sep 20, 2026

City Clerk Use Only:
Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item C.



NORTON SOUND HEALTH CORP
 PO BOX 966
 NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
	192.1.120	3/29/2023	4/28/2023

Property Information
Lot Size: 20 AC; US Survey: MS 1800; District: Nome - 201

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$32,000		\$32,000
Exemptions			\$0
Taxable Value	\$32,000		\$32,000

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
 PO Box 281 Nome, AK 99762
 Phone #: (907) 443-6663 Fax#: (907) 443-5345

Attachment to Administrative Review and Appeal Form
MS 1800, Tax Lot # 192.1.120 (“Jack”)

I. Allegations of Error By Assessor

- A. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(8). AS 29.45.030(a)(8) exempts from tax “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law....” The city of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. Constitution. U.S. Const., art. VI, cl. 2. Properties used to carry out federal programs and that are subject to comprehensive and pervasive federal oversight, like the NSHC properties at issue here, are exempt from state or local taxation. Federal preemption is a jurisdictional bar to the City of Nome’s property taxation scheme.
- B. The assessor erred by denying full property tax exemption to NSHC based on NSHC’s sovereign immunity. NSHC is an arm of its member tribes performing essential governmental services to its member tribes’ beneficiaries, pursuant self-determination contracts under the ISDEAA for health services, and as such enjoys tribal sovereign immunity. Sovereign immunity is a jurisdictional bar to the City of Nome’s assessment and collection of property tax on NSHC. There is no *in rem* exception to tribal sovereign immunity.
- C. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(3). AS 29.45.030(a)(3) exempts from property tax “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes.” All portions of properties owned by NSHC are exclusively used for nonprofit hospital AND charitable purposes.

II. Property Use Description

1. General Scope of Activities on Hospital-Owned Properties.

The Norton Sound Health Corporation (NSHC) is a tribally owned and operated, independent, not-for-profit healthcare organization founded in 1970 to meet the healthcare needs of the Inupiat, Siberian Yup’ik, and Yup’ik people of the Bering Strait region. NSHC is governed by a 22-member board of directors who represent all communities and areas of the Bering Strait region, a 44,000 square-mile section of Northwestern Alaska. The NSHC service area encompasses these 44,000 square miles. NSHC is the only regional health system serving Northwestern Alaska.

The NSHC healthcare system includes a tribally owned regional hospital which is operated pursuant to an Indian Self-Determination and Education Assistance Act (ISDEAA) agreement. NSHC operates health facilities and provides health care services to Alaska Natives and other beneficiaries pursuant to the Alaska Tribal Health Compact (ATHC), a multi-tribe self-governance compact with the Indian Health Service (IHS) under Title V of the ISDEAA, 25

U.S.C. § 5381, et seq., and funding agreements (FAs), which include program funding amounts that are negotiated for each fiscal year between the IHS and NSHC to fund the programs, functions, services, and activities (PFSAs) that NSHC performs on behalf of IHS. IHS funds the administration of the PFSAs, including the operation of the hospital facilities in Nome, that NSHC has contracted to perform on behalf of IHS.¹

NSHC is an “instrumentality” of the United States in providing healthcare services under Title V of the ISDEAA. Healthcare services are federal PFSAs provided under the ISDEAA pursuant to the federal trust responsibility to Indians for health care.²

The ISDEAA deems tribes and tribal organizations carrying out ISDEAA agreements to be federal executive agencies for purposes of coverage under the Federal Tort Claims Act (FTCA) and access to federal sources of supply.³ NSHC employees, like employees of other tribal entities operating agreements with IHS under the ISDEAA, are similarly equally covered by the FTCA and are “federal employees” for these purposes.⁴ The ISDEAA also authorizes tribal contractors and compactors to perform personal services otherwise performed by federal employees in determining eligibility for IHS services and benefits, the amounts of such services and benefits, and how such services and benefits should be provided.⁵ In addition, tribal facilities operated under the ISDEAA are interpreted by the Centers for Medicare and Medicaid Services as IHS facilities for purposes of the 100 percent Federal Medical Assistance Percentage under Section 1905 of the Social Security Act.⁶

The ATHC expressly provides that ATHC co-signers, such as NSHC, “are deemed by statute to be part of the Public Health Service (PHS), and the employees of the Tribes and Co-Signers are deemed by statute to be part of or employed by the Public Health Service, for purposes of coverage under the [FTCA],” while performing PFSAs under the ATHC’s compact and as described in its Funding Agreement.⁷ The current NSHC Funding Agreement expressly provides that “support services required to support the provision of health services,” including human resources activities, administration and board support, performance management, financial functions, and the provision of staff housing, are part of the scope of work,⁸ as is the training of community health aides;⁹ emergency medical services training for staff and

¹ 25 U.S.C. § 5325; 25 U.S.C. § 5396(a) (mandatory application of § 5325 to Title V agreements).

² 25 U.S.C. § 1602.

³ 25 U.S.C. §§ 450f(d) and 450j(k).

⁴ See 25 U.S.C. §§ 5321(d) and 5396(a); *M.J. ex rel. Beebe v. United States*, 721 F.3d 1079, 1084 (9th Cir. 2013).

⁵ 25 USC § 450j(g).

⁶ 42 U.S.C. § 1396(d).

⁷ See ATHC Article V Sec. 3(a).

⁸ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Human Health And Human Services Of The United States of America Fiscal Years 2018-2020 § 3.5.

⁹ *Id.* §§ 3.4.4, 3.4.5.

community members throughout the region;¹⁰ and the provision of lodging for patients, family members of patients, and their escorts.¹¹

2. Specific Use of “Jack” Property.

This is a vacant lot contiguous and adjacent to the Main hospital. The lot was acquired as part of a comprehensive plan for expansion of medical services and development of hospital infrastructure needs to accommodate expansion of medical services. See, Community Health Needs Assessment, expansion of services goal. <https://www.nortonsoundhealth.org/nshc-2020-community-health-needs-assessment/>. The property will not be used for any purposes other than by NSHC for hospital and charitable purposes. This property is important and necessary because of its proximity to the main hospital in order to accomplish expansion of medical and related services to the community NSHC serves.

III. NSHC Enjoys the Sovereign Immunity of its Member Tribes and is Immune from Suits to Collect Taxes

Tribal healthcare entities like NSHC performing self-determination contracts under the ISDEAA for health services enjoy sovereign immunity,¹² including those operating off-reservation.¹³ “Indian tribes have long been recognized as possessing the common-law immunity from suit traditionally enjoyed by sovereign powers.”¹⁴ “As a matter of federal law, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has waived its immunity.”¹⁵ “[T]ribal immunity is a matter of federal law and is not subject to diminution by the States.”¹⁶ Tribal immunity extends to tribal governing bodies and to tribal agencies or entities that act as an “arm of the tribe.”¹⁷ Lastly, “[i]t is settled that a waiver of [tribal] sovereign immunity cannot be implied but must be unequivocally expressed.”¹⁸

In *Barron v. Alaska Native Tribal Health Consortium*, the U.S. District Court for the District of Alaska held a tribal health consortium organization enjoyed sovereign immunity where the organization was formed by Alaska Native tribes; its creation was authorized pursuant to the ISDEAA; it received federal funding to conduct activities that benefitted tribal members; the structure of its board placed control over its ownership and management in representatives of the Alaska Native tribes; its purpose of entering into self-determination and self-governance

¹⁰ *Id.* § 3.4.7.

¹¹ *Id.* at § 3.2.14.

¹² *Manzano v. S. Indian Health Council, Inc.*, No. 20-cv-02130-BAS-BGS, 2021 WL 2826072, at *1 (S.D. Cal. July 7, 2021) (non-profit healthcare corporation formed by membership of seven tribes entitled to sovereign immunity).

¹³ See *Pink v. Modoc Indian Health Proj., Inc.*, 157 F.3d 1185, 1189 (9th Cir. 1998) (nonprofit corporation created and controlled by two tribes entitled to sovereign immunity).

¹⁴ *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978).

¹⁵ *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998) (citations omitted).

¹⁶ *Id.* at 756 (citations omitted).

¹⁷ *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718, 725 (9th Cir. 2008).

¹⁸ *Santa Clara Pueblo*, 436 U.S. at 58 (citation omitted) (internal quotation omitted).

agreements was “core to the notion of sovereignty”; and it received federal funding “to carry out governmental functions critical to Alaska Native tribes,” i.e., healthcare services.¹⁹ Like the entity in *Barron*, and as more fully discussed below, NSHC shares these same attributes.

Tribal immunity extends to suits to collect unpaid taxes. This is because, as the U.S. Supreme Court noted in *Oklahoma Tax Commission v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, “[a]lthough Congress has occasionally authorized limited classes of suits against Indian tribes, *it has never authorized suits to enforce tax assessments.*”²⁰

In the U.S. Circuit Court of Appeals for the Ninth Circuit, where NSHC is located, courts look to the following factors to determine whether a tribal entity functions as an “arm of the tribe” and is therefore entitled to share in the tribe’s sovereign immunity: “(1) the method of creation of the economic entities; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) the tribe’s intent with respect to the sharing of its sovereign immunity; and (5) the financial relationship between the tribe and the entities.”²¹ In *White v. University of California*, the Ninth Circuit upheld the district court’s application of this test to hold that a tribal repatriation committee formed by twelve tribes was entitled to sovereign immunity because it was created by resolution of each of the tribes; comprised solely of tribal members appointed by each tribe; funded exclusively by the tribes; and its purpose, “to recover remains and educate the public, [was] ‘core to the notion of sovereignty.’”²² And in *Pink v. Modoc Indian Health Project, Inc.*, the court held that a subsidiary tribal entity established and controlled by several tribes to provide health care services was protected by sovereign immunity.²³

1. NSHC’s method of creation supports immunity.

¹⁹ 373 F.Supp.3d 1232, 1239–40 (D. Alaska 2019).

²⁰ 498 U.S. 505, 510 (1991) (emphasis added).

²¹ *White v. Univ. of Cal.*, 765 F.3d at 1025 (2014) (citation omitted). Although not included in the Ninth Circuit’s “arm of the tribe” test, an additional factor is examined by the Tenth Circuit: “the policies underlying tribal sovereign immunity and its connection to tribal economic development, and whether those policies are served by granting immunity to the economic entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino and Resort*, 629 F.3d 1173, 1187 (2010).

Here, a grant of immunity to NSHC furthers the policies underlying tribal sovereign immunity. The doctrine of tribal sovereign immunity exists in order to avoid “interference with tribal autonomy and self-government,” *Santa Clara Pueblo*, 436 U.S. at 59, and “infringe[ment] on the right of the Indians to govern themselves.” *Williams v. Lee*, 358 U.S. 217, 223 (1959). Like the doctrine of tribal sovereign immunity, the fundamental policy underlying the ISDEAA is to enhance tribal autonomy and control in the provision of services to tribal communities. *See, e.g.*, 25 U.S.C. § 5302(a) (declaring that policy of ISDEAA is to assure “maximum Indian participation in the direction of educational as well as other Federal services to Indian communities so as to render such services more responsive to the needs and desires of those communities”). NSHC has taken on the entire federal responsibility for health care services for its member tribes. The essential federal-tribal nature of the ISDEAA program and the fact ISDEAA programs are funded by the federal resources that would have been spent on programs serving those tribes shows that NSHC is completely financially dependent on the tribes’ right to ISDEAA funding, and has stepped into the tribes’ shoes and operates as the “health arm” of its member tribes. Because NSHC has stepped into the shoes of its member tribes as the “health arm” of those tribes in order to enter a government-to-government relationship with the United States, NSHC’s immunity from suit protects the tribal autonomy of NSHC’s member governments.

²² *White*, 765 F.3d at 1025.

²³ 157 F.3d at 1188–89.

NSHC was incorporated on November 27, 1970 under the Alaska Non-Profit Corporation Act. Article VII of the NSHC Articles of Incorporation names three individuals representing the Alaska Native villages of Shaktoolik, Gambell, and Teller to the initial Board of Directors, and Article VIII shows the same three Village representatives as the initial incorporators. The formation and governance of NSHC was thereby tied directly to the member Villages. Article I and Article III of the Articles of Incorporation also provide that NSHC shall be “non-profit in nature,” weighing in favor of treating it as an arm of the tribes. It is clear that NSHC’s member tribes have delegated their governmental, rather than commercial, responsibility to provide health care to NSHC, which is not a for-profit venture but a vehicle for providing government health services.

2. NSHC’s purpose to provide governmental health care supports immunity.

NSHC’s Bylaws, adopted in 1977 and revised in 1978–79, expressly establish the Corporations purposes as follows:

1. To establish and maintain facilities, including but not limited to hospital and clinics, for the care of people suffering from injury, illness or disability requiring medical and hospital services and utilizing both inpatient and outpatient facilities and services, such care to be given regardless of the person’s race, color, creed, age, sex, nationality or ability to pay.
2. To participate, so far as the circumstances may warrant, in any activity to promote the general health of the principal area.
3. To carry on educational programs, including the training of healing arts personnel, relating to rendering care to the sick and the promotion of health and the maintenance of high health care standards.
4. To advance general community understanding of, confidence in and proper use of the total program of health services.
5. To carry out the foregoing purposes [through the receipt and disbursement of funds and assets].

Each of these purposes reflects the delegation from the member tribes of their respective governmental health care responsibilities to NSHC. Indeed, the purpose of NSHC is to “step into the shoes” of the federal government to carry out, through the ISDEAA, the United States’ responsibility to provide health care for Alaska Native and American Indian people.²⁴

3. The tribal governments’ close ownership, and management and control of NSHC support immunity.

NSHC is structured such that NSHC’s member tribes directly control the governance of NSHC. Article IV of the Bylaws established a Board of Directors of 22 elected directors. Each of the 16 member villages elects one representative to the Board of Directors, and the Nome Eskimo Community elects two directors. The Nome City Council may elect one director, and

²⁴ See 25 U.S.C. § 5302.

the Board of Directors, among themselves, elects three additional directors representing Nome. Article V provides that the NSHC officers, including the Chairman, are elected from among the Board of Directors.

To this point, in 1980, the United States Department of the Interior unequivocally determined, based on the member tribal organizations’ direct control of NSHC, that NSHC is an arm of the member tribes.²⁵

In his Memorandum, Alaska Regional Solicitor Dennis J. Hopewell informed the BIA Area Director, Juneau Area Office that “[NSHC] is not only considered the ‘health arm’ of the Bering Straits Native Corporation . . . which is a recognized Indian tribe . . . but the Norton Sound Health Corporation is controlled, sanctioned and chartered by other tribal governing bodies.” Hopewell considered the NSHC Bylaws to be conclusive evidence of NSHC’s direct control by its member tribal entities, stating “[s]ince the Bylaws for the [NSHC] also spell out that ‘[t]he management of the property, funds, affairs and business of this Corporation shall be vested in a Board of Directors consisting of ...’ the members listed above, there can be no doubt that the corporation is controlled by tribal governing bodies.” Hopewell found that NSHC “in addition to being controlled by, is also sanctioned and chartered by such tribal governing bodies,” and “[t]his representation also shows that the operation and management of [NSHC] includes the maximum participation of Indians in all phases of its activities.”

4. The tribal governments intended that NSHC share in their tribal sovereign immunity.

In 1975, Congress signed the ISDEAA (Pub. L. No. 93-638) into law. In 1978 and 1979, NSHC’s member Alaska Native Villages each executed resolutions authorizing NSHC to enter contracts and grants with the United States on their behalf.²⁶ In 1994, the member Villages executed additional resolutions, which provide the current authority for NSHC to enter into the compact and funding agreements.²⁷

Each resolution acknowledged that Congress enacted the ISDEAA as a “far reaching Indian Self-Determination Policy” that “grants Alaska Native villages the *sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government* under Public Law 93-638 for the provision of Government services to Native peoples.”²⁸ The resolutions further note that NSHC “has village representation and traditionally provided information both to and from the village on health related matters” and that NSHC “is controlled and operated by a Board of Directors appointed by the tribal governments” of its member communities.²⁹

²⁵ Status of Norton Sound Health Corporation As A Tribal Organization Pursuant to P.L. 93-638.

²⁶ A representative resolution from the Native Village of Elim is attached [hereafter Elim Resolution].

²⁷ A representative resolution from the Native Village of Diomedes is attached.

²⁸ See, e.g., Elim Resolution at 1 (emphasis added).

²⁹ *Ibid.*

In recognition of the foregoing, the resolutions authorize NSHC “to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people” in the region.³⁰ The resolutions further authorize NSHC and its Board of Directors “to act on behalf of this village on health and related services” and “to accept funding for health and related service projects for this village from all funding agencies private and public.”³¹ The United States Supreme Court has noted that “[t]he common law sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and self-governance.”³² The resolutions’ provisions that NSHC would “act on behalf” of the villages as their health arm and delegation of governmental duties to NSHC reflects their intent that NSHC would share in the “corollary” privilege of immunity from suit in carrying out those functions.

5. NSHC is wholly financially dependent on the member tribes’ assignment of their right to contract with IHS to provide health services to their members.

Under the ATHC, all Alaska tribes participate in the delivery of health care services to their members and other beneficiaries in accordance with the principles of tribal self-governance. The Compact allowed NSHC, on behalf of its member tribes, to enter into a government-to-government relationship with the United States. Since 1994, NSHC has participated each year with other co-signers and the IHS in the negotiation of funding agreements and amendments to the ATHC.

The funding agreement (FA) NSHC negotiates annually with IHS on behalf of the member tribes includes a broad scope of work covering a wide variety of health care services, from hospital and clinic services to long-term care, from dental services to lodging for patients.³³ In fact, while NSHC is the *signatory* to the funding agreement, the *parties* to the FA are the HHS Secretary and NSHC’s member villages themselves. The 2018 Funding Agreement, titled “Funding Agreement Between Certain Alaska Native Tribes Served by the Norton Sound Health Corporation and the Secretary Of Health And Human Services Of The United States Of America,” states:

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.³⁴

³⁰ *Ibid.*

³¹ *Ibid.*

³² *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng'g*, 476 U.S. 877, 890 (1986) (emphasis added).

³³ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Health And Human Services Of The United States Of America Fiscal Years 2018-2020 §§ 3.2, 3.4.1, and 3.2.14.

³⁴ *Id.* at 1.

Section 2.1 of the 2018 FA “obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC.” Section 5.2 provides these resources represent the entirety of the member Tribes’ entitlement to these funds: “NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA.” Section 4 of the 2018 FA describes the total FY 2018 funding made available to NSHC from funds that would otherwise be allocated to NSHC’s member tribes. Without the Compact and Funding Agreements, through which NSHC performs governmental functions for their member villages, NSHC would be unable to function. Accordingly, the financial relationship between NSHC and the tribal entities supports NSHC’s immunity.³⁵

In substance and in form, NSHC serves as an arm of its member tribes. NSHC is dependent on the authorization and support of its member tribal governments to operate, and it fills a critically under-resourced governmental function—far different from a private, for-profit economic venture or other state-incorporated non-profits that may operate in the public sector but are not fulfilling government functions. NSHC shares in the sovereign immunity of its member tribes, and this immunity from suit extends to suits to collect unpaid taxes. This sovereign immunity operates unless specifically and unequivocally waived, and NSHC has not waived its immunity.

IV. The City’s Taxation is Preempted by Federal Law

Alaska Statute 29.45.030(a)(8) exempts from tax, “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The City of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. The Alaska Supreme Court itself has applied the doctrine to preempt borough property taxation on “*all space in a building that contains a tribally operated clinic.*”³⁶

Under the implied federal preemption doctrine, space that is used to carry out federal programs and that is subject to “comprehensive and pervasive federal oversight” is exempt from state or local taxation.³⁷ The U.S. Supreme Court has applied the implied federal preemption doctrine to the fields of tribal timber in *White Mountain Apache Tribe v. Bracker*,³⁸ and Indian education in *Ramah Navajo School Board, Inc. v. Bureau of Revenue, New Mexico*.³⁹ Like tribal timber and Indian education, Indian healthcare is subject to comprehensive and pervasive federal oversight, preempting the application of borough property taxes.

³⁵ See *White*, 765 F.3d at 1025 (fact that entity was funded solely by the tribe supported determination that entity was an “arm of the tribe” entitled to immunity).

³⁶ *Ketchikan Gateway Borough v. Ketchikan Indian Corp.*, 75 P.3d 1042, 1044 (2003) (emphasis added).

³⁷ *Id.* at 1048.

³⁸ 448 U.S. 136, 146–47 (1980).

³⁹ 458 U.S. 832 (1982)

In *Ramah Navajo*, the U.S. Supreme Court found that the “[f]ederal regulation of the construction and financing of Indian education institutions is both comprehensive and pervasive.”⁴⁰ The Court cited the federal policy of Indian self-determination, and in particular its codification and application to education in the ISDEAA and its “detailed and comprehensive” regulations.⁴¹ By contrast, the state provided little support for Indian education, asserting only its general interest in raising revenue through taxation.⁴² Thus, the federal and tribal interests outweighed those of the state under the preemption test.⁴³

In *Ketchikan Gateway Borough v. Ketchikan Indian Corporation*, in a case strikingly similar to the instant matter, the Alaska Supreme Court upheld application of the implied federal preemption doctrine to exempt from borough taxes “*all space in a building that contains a tribally operated clinic.*”⁴⁴ In that case, the tribally operated clinic was funded by the IHS and operated on land conveyed by the United States.⁴⁵ The only space held not to be exempt from taxation was “space not committed to use by the clinic,” because it was “uncertain how the uncommitted space would be used” and it “appear[ed] that at least for near-term purposes it [would] either be leased to others or used for other [i.e., non-clinic-related] programs of [the Indian corporation].”⁴⁶ The court stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied to vacant property, “the unused space, when used, was intended to be used for tax-exempt purposes.”⁴⁷

In *Ketchikan Gateway*, the Alaska Supreme Court noted that federal preemption in Indian tax cases is quite different from federal preemption in other areas of the law, which require a clear statement from Congress of its intent to displace state law.⁴⁸ Instead, the U.S. Supreme Court has developed a “flexible pre-emption analysis sensitive to the particular facts and legislation involved” and “requires a particularized examination of the relevant state, federal, and tribal interests.”⁴⁹ As the U.S. Supreme Court instructed in *Ramah Navajo*, there is no

⁴⁰ *Id.* at 839.

⁴¹ *Id.* at 839–40 .

⁴² *Id.* at 841–42.

⁴³ *Id.* at 843.

⁴⁴ 75 P.3d at 1044 (emphasis added).

⁴⁵ *Id.*

⁴⁶ *Id.* at 1049, 1048 n.27.

⁴⁷ *Id.* at 1048, n.27 (citations omitted). See also *United Way of the Midlands v. Douglas Cnty. Bd. of Equal.*, 337 N.W.2d 103, 107 (Neb. 1983) (“Oftentimes a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”); *Our Savior Lutheran Church v. Dep’t of Revenue*, 562 N.E.2d 1198, 1201 (Ill. 1990) (“We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”). The latter case was cited positively by the *Ketchikan Gateway* court. 75 P.3d at 1048, n.27.

⁴⁸ *Id.* at 1046.

⁴⁹ *Id.* (quoting *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 176 (1989) and *Ramah Navajo*, 458 U.S. at 838).

requirement for a statute to “express the intention to pre-empt” state taxation, with the Court confirming that “[t]his argument is clearly foreclosed by our precedents.”⁵⁰

This property is integral to the provision of healthcare under NSHC’s ISDEAA agreement. As programs and services that support the healthcare operations are included under the scope of work as defined in NSHC’s Funding Agreement, all areas used for human resources, administration and board support, performance management, training, medical personnel housing, patient housing, and financial function are integral to NSHC’s healthcare operations under the ISDEAA.

Unlike the vacant property in *Ketchikan Gateway*, NSHC has no intention to lease the space in this property to others or to use for non-clinic related programs.⁵¹ NSHC’s intention is to use this property for hospital and charitable purposes, exclusively a “tax-exempt purpose[.]”⁵² The vacant condition of the NSHC property is only temporary. Further, NSHC’s FA and legal obligations for the operation of the property require it to operate the property for health care purposes. Accordingly, implied federal preemption applies to this property as well.

The Alaska Supreme Court, in *Ketchikan Gateway Borough*, acknowledged that federal law preempts state taxation where the activity is subject to comprehensive and pervasive federal oversight.⁵³ The federal and tribal interests in the instant case are clear and strong. Provision of Indian health care services is comprehensively and pervasively regulated; this is manifest both in the ISDEAA and in the Indian Health Care Improvement Act (IHCIA). Congress expressed its intention in the ISDEAA that those operating under self-determination contracts receive the same amount of funding as would the federal government if one of its departments was still providing the services in question. Congress’s clear intent would be undercut if NSHC has to use its federal funding to pay property taxes from which IHS would be exempt.⁵⁴ In *Ramah Navajo*, the U.S. Supreme Court found that a similar depletion of federal funds to reimburse the contractor for state gross receipts taxes would contravene federal policy and Congress’s intent and thus argued in favor of preemption.⁵⁵

Although tribes step into the shoes of the IHS when carrying out programs and providing services under the ISDEAA, the ultimate responsibility for those programs and services remains with IHS, which therefore retains a pervasive oversight role. Participation in the self-governance program requires a rigorous planning process and demonstration of financial stability and financial management capability for three (3) years.⁵⁶ ISDEAA contractors are subject to annual audits, with penalties for noncompliance with applicable cost principles.⁵⁷ And every ISDEAA agreement must, by law, include a provision allowing the Secretary to reassume operation of a

⁵⁰ 458 U.S. at 843.

⁵¹ 75 P.3d at 1049. 1048 n.27.

⁵² *Id.* at 1048, n.27.

⁵³ *Id.* at 1048.

⁵⁴ *Id.* at 1049–50 (Fabe, C.J., and Carpeneti, J., dissenting).

⁵⁵ 458 U.S. at 842.

⁵⁶ 25 U.S.C. § 5383(c)(1)(C).

⁵⁷ *Id.* § 5386(c).

program, and the associated funding, if the agency finds gross mismanagement or imminent danger to public health.⁵⁸ The regulations at 25 C.F.R. Part 900 and 42 C.F.R. Part 137 elaborate these and other limitations. As noted above, nothing in the ISDEAA abrogates or weakens the trust responsibility to tribes and individual Indians,⁵⁹ and IHS consequently retains comprehensive and pervasive oversight. In other words, NSHC is beyond the taxing authority of the state, and the borough is without the ability to apply, impose, assess, or levy borough property tax against NHSC.⁶⁰

Finally, in *Ketchikan Gateway Borough*, the Alaska Supreme Court also noted that while the rule of strict construction requires that “[t]axpayer exemptions are strictly construed against the taxpayer and in favor of the taxing authority . . . where the question is whether federal law requires the exemption of tribal interests from taxation, ambiguities in federal law should be resolved *in favor of the tribe*.”⁶¹ This further supports the application of the implied federal preemption doctrine to NSHC’s properties.

V. Alaska Law Exempts The Subject Property from Taxation

The Alaska Constitution provides that: “All, or any portion of, property used exclusively for non-profit religious, charitable, cemetery, or educational purposes, as defined by law, shall be exempt from taxation.”⁶² Pursuant to this provision, Alaska Statute (AS) 29.45.030(a)(3) provides that “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes” is exempt from general taxation. Alaska courts interpret “exclusive use” to require that all uses of the property be for the “direct and primary” exempt purpose.⁶³

The direct and primary use of the subject property has two exempt purposes, charitable and hospital. Charitable purposes are defined under Alaska law to mean a “broad scope” of activities given to the term:

It is quite clear that what is done out of good will and a desire to add to the improvement of the moral, mental, and physical welfare of the public generally comes within this meaning of the word “charity.” To crowd out coarseness, cruelty, brutality from social

⁵⁸ *Id.* § 5387(a)(2).

⁵⁹ *E.g., id.* § 5332(2); *id.* § 5329(c), Model Agreement § (d)(1) (“The United States reaffirms the trust responsibility of the United States” to the contracting tribe); *id.* § 5395(b) (“Nothing in this chapter shall be construed to diminish in any way the trust responsibility of the United States to Indian tribes and individual Indians . . .”).

⁶⁰ *See* 75 P.3d at 1046 (“federal law impliedly preempted *application* of the [state] tax”) (citing *Ramah Navajo*, 458 U.S. at 838) (emphasis added), 1047 (quoting the U.S. Supreme Court’s statement that in *Bracker*, the Court addressed the question of “whether [the state] could *impose* its motor carrier license and use fuel taxes on a [non-tribal-member company]”) (citing *Cotton Petroleum*, 490 U.S. at 184) (emphasis added); *Bracker*, 448 U.S. at 148 (“[i]n a variety of ways, the *assessment* of state taxes would obstruct federal policies”) (emphasis added), 152 (where implied federal preemption is found, states are without “the privilege of *levying* [the] tax”) (citing *Warren Trading Post Co. v. Ariz. State Tax Comm’n*, 380 U.S. 685, 691 (1965) (emphasis added).

⁶¹ 75 P.3d at 1045 (citing *Cotton Petroleum Corp.*, 490 U.S. 163 at 177).

⁶² Alaska Const. art. IX, § 4.

⁶³ *Fairbanks North Star Borough v. Dená Nená Henash*, 88 P.3d 124 (Alaska 2004).

man undoubtedly results in this betterment.⁶⁴

The *Catholic Bishop* court characterized this statement as “the broad common law definition of ‘charity’” and observed that this definition reflects the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large.”⁶⁵

“Hospital purposes” have been defined in jurisdictions with an identical statutory and constitutional property tax exemption scheme as Alaska as purposes reasonably necessary for the accomplishment and fulfillment of the institution’s objectives and administration and are not limited solely to the direct provision of patient care. In *Norwegian American Hospital, Inc. v. Department of Revenue*, 210 Ill. App. 3d 318, 569 N.E.2d 83 (1st Dist. 1991); *Cedars of Lebanon v. Los Angeles County*, 221 P.2d 31, 35 (Cal. 1950) (incidental to and reasonably necessary to the accomplishment of hospital functions). Alaska courts have not defined “hospital purposes” but have held that the Alaska legislature and framers of the constitution intended for a broad definition of exempt purposes notwithstanding the canon of strict construction for tax exemptions. *Id.* (“charitable purposes” broadly defined); *McKee v. Evans*, 490 P.2d 1226, 1228-30 (“educational purposes” defined broadly)

The framers of Alaska’s constitution chose to pattern the property tax exemption after the standard state property tax exemptions of the day. *Cooley on Taxation* identifies the scope of exemption at that time in states with a property tax exemption based on exclusive use:

Even if the exemption is based upon the use made of the property, it is not limited to property actually indispensable unless the statute so expressly provides, but instead also includes property obviously appropriate and convenient to carry out the purposes of the corporation.

4 *Cooley, Taxation*, § 683, p. 1430. In fact, the framer’s colloquy during the Alaska Constitutional Convention does not impose a “necessity” requirement on the character of the use and does not require that the property’s use be indispensable to the institution, stating:

For example, the case of an office building owned by an educational institution, part of which is being *occupied by the institution itself for its own purposes*, and part of which is rented out at a profit. It’s the intention here that the part which is rented at a profit could be taxed.

ACCP 1111–12, 2332 (emphasis added). Alaska’s property tax exemption applies to “all” property used for the hospital’s “own purposes,” not qualified by what is deemed to be “reasonably necessary” or vitally necessary as the assessor has argued. *See McKee*, 490 P.2d at 1230–31 (no necessity standard imposed on use).

⁶⁴ *Matanuska–Susitna Borough v. King’s Lake Camp*, 439 P.2d 441, 445 (Alaska 1968) (quoting *Old Colony Trust Co. v. Welch*, 25 F.Supp. 45, 48 (D.Mass.1938))

⁶⁵ 707 P.2d at 888 n. 37

In this case, NSHC’s property is being used for the hospital’s own purposes. And, assuming for argument’s sake it must be shown to be a necessary use, NSHC has provided evidence that the parcel was acquired as part of a comprehensive plan and is necessary to expand medical services. Further, the property is for exclusive use by the hospital for its own charitable and hospital purposes. Parcels owned by a hospital which were part of general plan of site improvement reasonably necessary to continue survival and efficient administration of hospital as a charitable institution are entitled to tax exemption, notwithstanding that parcels were vacant. *Norwegian American Hosp, Inc. v. Dept. of Revenue*, 569 NE 2d 83 (1991).

In a dissent opinion, the Alaska Supreme Court argued that temporary vacancy of property owned by a charitable institution does not preclude tax exemption, *Citing, United Way of the Midlands v. Douglas County Bd. of Equalization*, 215 Neb. 1, 337 N.W.2d 103, 107 (1983) (“Oftentimes a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”). The court’s majority stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied, “the unused space, when used, was intended to be used for tax-exempt purposes. By contrast . . . it is unknown how the unused space will be used, but it appears that at least for near-term purposes it will either be leased to others or used for other programs of [the Indian Corporation].”⁶⁶ In NSHC’s case, the vacant condition of this property is only temporary and is intended for use only by NSHC for its charitable and hospital purposes.

Accordingly, the subject parcel is exempt from tax pursuant to AS 29.45.030(a)(3).

⁶⁶ *Id.* at 1048 n.27 (citing *Dist. of Columbia v. Catholic Univ. of Am.*, 397 A.2d 915, 921–22 (D.C.1979); *Our Savior Lutheran Church v. Dep’t of Revenue*, 204 Ill. App. 3d 1055, 150 Ill. Dec. 395, 562 N.E. 2d 1198, 1201 (1990); and *United Way of the Midlands v. Douglas County Bd. of Equalization*, 215 Neb. 1, 337 N.W. 2d 103, 107 (1983)).

FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer’s Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The “Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service” among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC’s technical issue, OIT’s support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	to Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS’s contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled “Memorialization of Historical Level of PSFAs provided by ANMC and AANHS.” The PSFAs listed in this addendum are taken from NSHC’s FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters’ Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC’s discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

- 3.2.1** Acute patient care swing-bed;
- 3.2.2** Twenty-four hour emergency services, including those associated with being a Level IV trauma center;
- 3.2.3** Ambulatory care services, including after-hour nursing phone triage service;
- 3.2.4** Medevac/air ambulance services;
- 3.2.5** Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621i/;
- 3.2.6** Specialty clinic support;
- 3.2.7** Sexual Assault Response Team (SART), including forensic exams and counseling of victims;
- 3.2.8** Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;
- 3.2.9** Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;
- 3.2.10** Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;
 - 3.2.10.1** Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;
- 3.2.11** Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;
- 3.2.12** Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;
- 3.2.13** Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children’s Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children’s services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

- 3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;
- 3.4.8.2 Prenatal, family planning and newborn patient education; and
- 3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/Ps in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down’s syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training end education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

- 3.8.1 preventing or controlling disease, injury, or disability;
- 3.8.2 reporting disease, injury, and vital events such as birth and death; and
- 3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC’s PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandatories associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to “Adjustments Due to Congressional Actions” as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC’s signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC’s FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC’s diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year’s U of O formula allocation to Alaska is designated as “routine” funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated “non-routine” funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC’s statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC’s M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC’s Funding Agreement, “ANTHC M&I Pools Opt In/Opt Out Process.”

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as “routine” M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC’s FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer’s eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer’s eligible tribally and federally owned facilities.

A federal facility’s eligibility for other funding is not affected by a Co-Signer’s decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC’s Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties’ estimate of the Tribe’s full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ “FEDS” refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe’s full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer’s option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled “Adjustments, Due to Congressional Actions.” Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously “restricted” or “un-restricted” categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksrmaq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaqutaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomedea Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1. 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L.
Dotomain -S

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Alaska Area Director, Indian Health Service

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome	Patient/Employee Housing 607 Division Street	Section 3.2.14; Section 3.5
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomedes	Diomedes Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective October 1, 2022

Item C.

**Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024**

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Ikayuqti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	Section 3.5
Nome 300 Division Street	Warehouse/Storage West Campus	Section 3.5

Amended and Restated effective October 1, 2022

Item C.

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Nome 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19

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NATIVE VILLAGE OF

DIOMEDE

RESOLUTION NO. 94-01

RESOLUTION AUTHORIZING NORTON SOUND HEALTH CORPORATION TO ENTER INTO A SELF-GOVERNANCE COMPACT AND ANNUAL FUNDING AGREEMENT ON BEHALF OF THE NATIVE VILLAGE OF DIOMEDE.

WHEREAS, The Native Village of DIOMEDE is the federally recognized tribal governing body for the community of DIOMEDE located in the Bering Straits region of Alaska;

WHEREAS, The Native Village of DIOMEDE desires to support the objective of achieving maximum Alaska Native participation in the direction of health services furnished to Alaska Natives in the Bering Straits region so as to render such services more responsive to the needs and desires of Alaska Natives;

WHEREAS, Norton Sound Health Corporation ("NSHC") is the Alaska Native regional non-profit corporation authorized by tribal resolution to provide Indian Health Services and other health services on behalf of the federally recognized tribes within the Bering Straits region of Alaska;

WHEREAS, NSHC has been selected to participate in an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended by P.L. 100-472 and P.L. 102-184, which is intended to improve and perpetuate the unique government-to-government relationship between Indian tribes and the United States, to strengthen tribal control over federal funding and program management, and to improve the quality of services provided to Native peoples;

WHEREAS, NSHC has successfully applied for and was awarded a Self-Governance Demonstration Project planning grant which evaluated all health services presently provided by NSHC to determine need and effectiveness, including, the redesign of services and program delivery systems, as well as evaluating the contracting of administrative functions and services presently provided by the Indian Health Services to Alaska Natives located in the Bering Straits region;

WHEREAS, The Native Village of DIOMEDE fully supports the goals and objectives of the Self-Governance Demonstration Project, and believes that participation in the Self-Governance Demonstration Project is likely to result in substantial benefit to all tribal governments and individual members throughout the Bering Straits region;

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NOW, THEREFORE, BE IT RESOLVED that the Native Village of DIOMEDE hereby authorizes NSHC to initiate all actions necessary to negotiate and enter into a Self-Governance Compact incorporating any and all Indian Health Services activities and functions as may be negotiated and an Annual Funding Agreement with the United States, to be effective October 1, 1994, and continuing, including, if applicable, a Self Governance Compact and Annual Funding Agreement in cooperation with other Alaska Tribal Organizations;

LET IT BE FURTHER RESOLVED that the authority granted by this resolution shall remain in effect until withdrawn by the Native Village of DIOMEDE; and

LET IT BE FURTHER RESOLVED that nothing herein shall be interpreted to alter the validity of the current and existing resolution authorizing NSHC to enter into a P.L. 93-638 contract with Indian Health Services.

Melvin E. Kayoukiuk
President, MELVIN KAYOUKIUK

The Native Village of DIOMEDE.

CERTIFICATION

The foregoing resolution was adopted at a duly convened meeting of the Native Village of DIOMEDE, a quorum being present, by a vote of 5 in favor, 0 opposed, and 0 abstaining, this 31st day of JANUARY, 1994.

Melvin E. Kayoukiuk
President, MELVIN KAYOUKIUK

The Native Village of DIOMEDE.

ATTEST: Darlene Ahkvaabuk
Secretary, DARLENE AHKVAABUK
The Native Village of DIOMEDE.

7/7/94

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RESOLUTION OF THE COUNCIL OF THE VILLAGE OF
ELIM

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, this policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS appointed by the tribal governments of communities served by ELIM; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of ELIM Alaska; and

WHEREAS, it is in the interest of the village of ELIM to ensure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

1. NORTON SOUND HEALTH CORPORATION for ELIM village ELIM, ALASKA representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.
2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE N.S.H.C. BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.

3. NORTON SOUND HEALTH CORPORATION shall keep the village of ELIM informed about its activities by corresponding or communicating with ELIM at ELIM, ALASKA

and the corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.

4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.

5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.

6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council in accordance with the terms and conditions herein.

7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redelegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.

President I RA Council *Elin at*
(Title)

Leneala Moore
Certification

The foregoing resolution was adopted at a duly convened meeting of the Village Council of Elim, Alaska, a quorum being present this 16th day of OCTOBER 1978.

Nathan H. Jensen
Secretary

**NORTON SOUND HEALTH CORPORATION
BOARD BYLAWS**

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 27, 2017**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION**

ARTICLE I. PURPOSES AND POWERS

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

- 1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
- 2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation’s service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.1 BOARD AUTHORITY.

- 1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors (“the Board”). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

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2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
 3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
 4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies.
2. **Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y) discloses every conviction of the director. In these bylaws, "conviction" shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director's Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on

the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

- 3. State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
- a. Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a “barrier crime” as defined in 7 AAC 10;
 - b. Each director shall immediately notify the Chairperson after being charged with a “barrier crime” as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c. Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d. Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.
- 4. Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board

shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.

- 5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, "a resident of such village" shall mean a resident of such village or other community in the Bering Straits Rcgion where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

- 1. **Directors.** Qualified directors shall be selected as follows:
 - a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomede	1
Mary's Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

- b. The Nome City Council shall select one director;
- c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

2. **The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
3. **The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

1. **Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
2. **Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.
3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate

shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.

- 6. Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

- 1. Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.
3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.

9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

- Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or

immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

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2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
 3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
 4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and
 - (2) The directors discuss a matter on which the Board is empowered to act.
 - b. **The following meetings shall not be open to the public:**
 - (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
 - (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
 - (3) Meetings of hospital medical staff;
 - (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
 - (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.
 - b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
 - c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
 - d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.
2. **Committee Meetings, Special Board Meetings and Emergency Meetings.** Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in

writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.
- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
- g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the

time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.

3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.
2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;

- e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
4. **Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment

of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.

2. **Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
 - a. **Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
 - b. **Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
 - (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;
 - (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
 - c. **Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
 - (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;

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- (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
 - d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
 - e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.
 - f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
 - g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
 3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
 - a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of

Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:

- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
- (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
- (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
- (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;
- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;

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- (9) see that an integrated patient safety program is implemented at all clinical facilities;
- (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
- (11) perform such other duties as may be assigned to it by the Board of Directors.
- b. Board Compliance Committee.** The Board Compliance Committee shall consist of seven persons who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:
- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;
- (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
- (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
- (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.
- c. Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the

committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs.

- d. **Bylaws, Personnel and Policy Review Committee.** The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:
- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
 - (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
 - (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;
 - (4) review all finance policies and amendments thereto proposed by the finance committee;
 - (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
 - (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
 - (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
 - (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.
- e. **Finance and Audit Committee.** The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall

provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.

- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:
- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations to the Board regarding the implementation of such programs and policies;
 - (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
 - (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
 - (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
 - (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
 - (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.
- g. **Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her

designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.

- h. Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
- 4. Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
- 5. Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
- 6. Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.

- 7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
- 8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
- 9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
- 10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
- 11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

1. **Qualifications.** The Chairperson of the Board must have:
 - a. The confidence of the Board to represent them on their behalf;
 - b. The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c. The ability to present himself or herself in a professional and respectful manner;

- d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.
2. **Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.
3. **Chairperson's Resignation.**
- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
 - b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited

by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and
6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. President/CEO.

- a. Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.
 - b. Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
 - c. Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
 - d. Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.
- 2. Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the

President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-

voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

- 1. Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
- 2. Responsibilities of the Medical Staff.**
 - a.** The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.

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- b. The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
- (1) appointments, reappointments, and other changes in staff status;
 - (2) granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency and patient care; and
 - (5) such specific matters as may be referred to it by the Board.
- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.
3. **Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings.** The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.
4. **Medical Staff Membership and Privileges.**
- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
 - b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice

President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and

such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. et. seq. or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.

The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.

ARTICLE VIII. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held **September 27, 2017**, at which a quorum was present.


Board Chairperson


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____
By: _____
Title: _____

Approved September 27, 2017

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation ("NSHC"):

I, _____, am a
 ___ director ___ alternate ___ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:
 - Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
 - Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
 - A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
 - A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
 - A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term "convicted" means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been "expunged" which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.

3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC's Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 27, 2017

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above:

<u>Criminal Charge</u>	<u>Date</u>	<u>State/Federal Court</u>
_____	_____	_____

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

Approved September 27, 2017

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted

by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #: []
Item D.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 1 9 2 . 1 . 1 2 5

Property legal description: Block MS, Lot 1800, Mineral Survey, Other

Print Owner's Name: Norton Sound Health Corporation

Owner's Mailing Address: PO Box 966, Day Phone: () 443-3337

Nome, AK 99762, Evening Phone: () -

Address to which all correspondence should be mailed (if different than above):

Please also email all information to: dpardee@nshcorp.org

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Row 1: \$17,000, \$17,000. Row 2: Owner's Estimate of Value.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

Total Taxable Value should be \$0.00

Basis for Exemption: AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); Federal Preemption; Sovereign Immunity

See Attached

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Signature of owner or authorized agent: [Signature] Date signed: 4/25/23 Print Name (if different from item # 1): Angie Gorn

SUBSCRIBED and SWORN to before me this 25 day of April, 2023

NOTARY PUBLIC in and for the STATE of ALASKA: [Signature] Commission Expires: 03-28-2024 Seal: [Seal]

Appeal#: []

4)

Assessor's Decision	From:	Land: 17,000 -	Building: 0	Total: 17,000 -
	To:	17,000 -	0	17,000 -

Assessor's Reason for Decision: RECOMMENDED DENIAL OF APPEAL - AS IT DOES DISPUTE VALUATION, RATHER DISPUTES WHETHER ENTITY IS EXEMPT FROM TAXATION.
BOARDS OF EQUALIZATION CONVEINE TO CONSIDER VALUATION ISSUES SOLELY.
AN ADDITION PROPERTY APPEALED ON SAME GROUNDS IN 2022, AND IS CURRENTLY ADDRESSED IN THE COURT SYSTEM - WITHOUT RESOLUTION AT PRESENT.
RECOMMEND DENIAL,

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

25 APRIL 2023 [Signature] 1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

[Signature] 4/25/23 Angie Gorn
 Signature of owner or authorized agent Date Printed Name

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

Item D.

January 24, 2023

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

Re: 2023 Applications for Municipal Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2023 Municipal Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Jack, Block MS 1800 192.1.120
2. Thelma, Block MS 1800 192.1.125
3. Gold Hill, Block MS 1800 192.1.130
4. Block 91 Lot 3 & 4 001.221.05A
5. Block MS 1298 192.1.085
6. Block 33 Lot 19 001.131.01A
7. Block 116 Lot 1A 001.115.01
8. Block 110 Lot 3A 001.211.03B
9. Block 110 Lot 1-2 001.211.03A
10. Block 127 Lot 7A 001.201.05
11. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2023 Applications for Municipal Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281 – 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

Item D.

RECEIVED

JAN 30 2023

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION

GENERAL INFORMATION:

CITY OF NOME
CLERKS DEPARTMENT

- The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
- A separate application must be filed for each legally described lot or parcel of real property.
- The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
- The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
- Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 – 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. Applicant: Norton Sound Health Corporation Phone: 443-3337

Address PO Box 966 City Nome State AK
 HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
 HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
 HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY PERSONAL PROPERTY

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application): Thelma

Block MS 1800 192.1.125

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.):

N/A

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A See answer to #5 above

2023 Application for Municipal Tax Exemption

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: Thelma

Legal Description: Block MS 1800, 192.1.125

4) Basis for exemption. AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity.

5) Adjacent and contiguous property owned by NSHC, an Indian tribal government entity. Property is held exclusively for hospital purposes and operation of the Indian Health Service's integrated health care system in the Bering Strait region, pursuant to the Indian Self Determination and Education Assistance Act. Use is restricted to the build out of additional hospital services and facilities.

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature: _____

NIA

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption: _____

NIA

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

none

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 24th day of January, Year 2023.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation
APPLICANT

[Signature]
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome, AK
On this 24 day of January, 2023

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 9/20/2026

THOMAS SIMONSSON
Notary Public
State of Alaska
My Commission Expires Sep 20, 2026

City Clerk Use Only:
Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item D.



NORTON SOUND HEALTH CORP
 PO BOX 966
 NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
	192.1.125	3/29/2023	4/28/2023

Property Information
Lot Size: 8.5 AC; US Survey: MS 1800; District: Nome - 201

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$17,000		\$17,000
Exemptions			\$0
Taxable Value	\$17,000		\$17,000

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
 PO Box 281 Nome, AK 99762
 Phone #: (907) 443-6663 Fax#: (907) 443-5345

**Attachment to Administrative Review and Appeal Form
MS 1800, Tax Lot # 192.1.125 (“Thelma”)**

I. Allegations of Error By Assessor

- A. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(8). AS 29.45.030(a)(8) exempts from tax “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law....” The city of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. Constitution. U.S. Const., art. VI, cl. 2. Properties used to carry out federal programs and that are subject to comprehensive and pervasive federal oversight, like the NSHC properties at issue here, are exempt from state or local taxation. Federal preemption is a jurisdictional bar to the City of Nome’s property taxation scheme.
- B. The assessor erred by denying full property tax exemption to NSHC based on NSHC’s sovereign immunity. NSHC is an arm of its member tribes performing essential governmental services to its member tribes’ beneficiaries, pursuant self-determination contracts under the ISDEAA for health services, and as such enjoys tribal sovereign immunity. Sovereign immunity is a jurisdictional bar to the City of Nome’s assessment and collection of property tax on NSHC. There is no *in rem* exception to tribal sovereign immunity.
- C. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(3). AS 29.45.030(a)(3) exempts from property tax “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes.” All portions of properties owned by NSHC are exclusively used for nonprofit hospital AND charitable purposes.

II. Property Use Description

1. General Scope of Activities on Hospital-Owned Properties.

The Norton Sound Health Corporation (NSHC) is a tribally owned and operated, independent, not-for-profit healthcare organization founded in 1970 to meet the healthcare needs of the Inupiat, Siberian Yup’ik, and Yup’ik people of the Bering Strait region. NSHC is governed by a 22-member board of directors who represent all communities and areas of the Bering Strait region, a 44,000 square-mile section of Northwestern Alaska. The NSHC service area encompasses these 44,000 square miles. NSHC is the only regional health system serving Northwestern Alaska.

The NSHC healthcare system includes a tribally owned regional hospital which is operated pursuant to an Indian Self-Determination and Education Assistance Act (ISDEAA) agreement. NSHC operates health facilities and provides health care services to Alaska Natives and other beneficiaries pursuant to the Alaska Tribal Health Compact (ATHC), a multi-tribe self-governance compact with the Indian Health Service (IHS) under Title V of the ISDEAA, 25

U.S.C. § 5381, et seq., and funding agreements (FAs), which include program funding amounts that are negotiated for each fiscal year between the IHS and NSHC to fund the programs, functions, services, and activities (PFSAs) that NSHC performs on behalf of IHS. IHS funds the administration of the PFSAs, including the operation of the hospital facilities in Nome, that NSHC has contracted to perform on behalf of IHS.¹

NSHC is an “instrumentality” of the United States in providing healthcare services under Title V of the ISDEAA. Healthcare services are federal PFSAs provided under the ISDEAA pursuant to the federal trust responsibility to Indians for health care.²

The ISDEAA deems tribes and tribal organizations carrying out ISDEAA agreements to be federal executive agencies for purposes of coverage under the Federal Tort Claims Act (FTCA) and access to federal sources of supply.³ NSHC employees, like employees of other tribal entities operating agreements with IHS under the ISDEAA, are similarly equally covered by the FTCA and are “federal employees” for these purposes.⁴ The ISDEAA also authorizes tribal contractors and compactors to perform personal services otherwise performed by federal employees in determining eligibility for IHS services and benefits, the amounts of such services and benefits, and how such services and benefits should be provided.⁵ In addition, tribal facilities operated under the ISDEAA are interpreted by the Centers for Medicare and Medicaid Services as IHS facilities for purposes of the 100 percent Federal Medical Assistance Percentage under Section 1905 of the Social Security Act.⁶

The ATHC expressly provides that ATHC co-signers, such as NSHC, “are deemed by statute to be part of the Public Health Service (PHS), and the employees of the Tribes and Co-Signers are deemed by statute to be part of or employed by the Public Health Service, for purposes of coverage under the [FTCA],” while performing PFSAs under the ATHC’s compact and as described in its Funding Agreement.⁷ The current NSHC Funding Agreement expressly provides that “support services required to support the provision of health services,” including human resources activities, administration and board support, performance management, financial functions, and the provision of staff housing, are part of the scope of work,⁸ as is the training of community health aides,⁹ emergency medical services training for staff and

¹ 25 U.S.C. § 5325; 25 U.S.C. § 5396(a) (mandatory application of § 5325 to Title V agreements).

² 25 U.S.C. § 1602.

³ 25 U.S.C. §§ 450f(d) and 450j(k).

⁴ See 25 U.S.C. §§ 5321(d) and 5396(a); *M.J. ex rel. Beebe v. United States*, 721 F.3d 1079, 1084 (9th Cir. 2013).

⁵ 25 USC § 450j(g).

⁶ 42 U.S.C. § 1396(d).

⁷ See ATHC Article V Sec. 3(a).

⁸ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Human Health And Human Services Of The United States of America Fiscal Years 2018-2020 § 3.5.

⁹ *Id.* §§ 3.4.4, 3.4.5.

community members throughout the region;¹⁰ and the provision of lodging for patients, family members of patients, and their escorts.¹¹

2. Specific Use of “Thelma” Property.

This is a vacant lot contiguous and adjacent to the Main hospital. The lot was acquired as part of a comprehensive plan for expansion of medical services and development of hospital infrastructure needs to accommodate expansion of medical services. See, Community Health Needs Assessment, expansion of services goal. <https://www.nortonsoundhealth.org/nshc-2020-community-health-needs-assessment/>. The property will not be used for any purposes other than by NSHC for hospital and charitable purposes. This property is important and necessary because of its proximity to the main hospital in order to accomplish expansion of medical and related services to the community NSHC serves.

III. NSHC Enjoys the Sovereign Immunity of its Member Tribes and is Immune from Suits to Collect Taxes

Tribal healthcare entities like NSHC performing self-determination contracts under the ISDEAA for health services enjoy sovereign immunity,¹² including those operating off-reservation.¹³ “Indian tribes have long been recognized as possessing the common-law immunity from suit traditionally enjoyed by sovereign powers.”¹⁴ “As a matter of federal law, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has waived its immunity.”¹⁵ “[T]ribal immunity is a matter of federal law and is not subject to diminution by the States.”¹⁶ Tribal immunity extends to tribal governing bodies and to tribal agencies or entities that act as an “arm of the tribe.”¹⁷ Lastly, “[i]t is settled that a waiver of [tribal] sovereign immunity cannot be implied but must be unequivocally expressed.”¹⁸

In *Barron v. Alaska Native Tribal Health Consortium*, the U.S. District Court for the District of Alaska held a tribal health consortium organization enjoyed sovereign immunity where the organization was formed by Alaska Native tribes; its creation was authorized pursuant to the ISDEAA; it received federal funding to conduct activities that benefitted tribal members; the structure of its board placed control over its ownership and management in representatives of the Alaska Native tribes; its purpose of entering into self-determination and self-governance

¹⁰ *Id.* § 3.4.7.

¹¹ *Id.* at § 3.2.14.

¹² *Manzano v. S. Indian Health Council, Inc.*, No. 20-cv-02130-BAS-BGS, 2021 WL 2826072, at *1 (S.D. Cal. July 7, 2021) (non-profit healthcare corporation formed by membership of seven tribes entitled to sovereign immunity).

¹³ See *Pink v. Modoc Indian Health Proj., Inc.*, 157 F.3d 1185, 1189 (9th Cir. 1998) (nonprofit corporation created and controlled by two tribes entitled to sovereign immunity).

¹⁴ *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978).

¹⁵ *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998) (citations omitted).

¹⁶ *Id.* at 756 (citations omitted).

¹⁷ *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718, 725 (9th Cir. 2008).

¹⁸ *Santa Clara Pueblo*, 436 U.S. at 58 (citation omitted) (internal quotation omitted).

agreements was “core to the notion of sovereignty”; and it received federal funding “to carry out governmental functions critical to Alaska Native tribes,” i.e., healthcare services.¹⁹ Like the entity in *Barron*, and as more fully discussed below, NSHC shares these same attributes.

Tribal immunity extends to suits to collect unpaid taxes. This is because, as the U.S. Supreme Court noted in *Oklahoma Tax Commission v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, “[a]lthough Congress has occasionally authorized limited classes of suits against Indian tribes, it has never authorized suits to enforce tax assessments.”²⁰

In the U.S. Circuit Court of Appeals for the Ninth Circuit, where NSHC is located, courts look to the following factors to determine whether a tribal entity functions as an “arm of the tribe” and is therefore entitled to share in the tribe’s sovereign immunity: “(1) the method of creation of the economic entities; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) the tribe’s intent with respect to the sharing of its sovereign immunity; and (5) the financial relationship between the tribe and the entities.”²¹ In *White v. University of California*, the Ninth Circuit upheld the district court’s application of this test to hold that a tribal repatriation committee formed by twelve tribes was entitled to sovereign immunity because it was created by resolution of each of the tribes; comprised solely of tribal members appointed by each tribe; funded exclusively by the tribes; and its purpose, “to recover remains and educate the public, [was] ‘core to the notion of sovereignty.’”²² And in *Pink v. Modoc Indian Health Project, Inc.*, the court held that a subsidiary tribal entity established and controlled by several tribes to provide health care services was protected by sovereign immunity.²³

1. NSHC’s method of creation supports immunity.

¹⁹ 373 F.Supp.3d 1232, 1239–40 (D. Alaska 2019).

²⁰ 498 U.S. 505, 510 (1991) (emphasis added).

²¹ *White v. Univ. of Cal.*, 765 F.3d at 1025 (2014) (citation omitted). Although not included in the Ninth Circuit’s “arm of the tribe” test, an additional factor is examined by the Tenth Circuit: “the policies underlying tribal sovereign immunity and its connection to tribal economic development, and whether those policies are served by granting immunity to the economic entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino and Resort*, 629 F.3d 1173, 1187 (2010).

Here, a grant of immunity to NSHC furthers the policies underlying tribal sovereign immunity. The doctrine of tribal sovereign immunity exists in order to avoid “interference with tribal autonomy and self-government,” *Santa Clara Pueblo*, 436 U.S. at 59, and “infringe[ment] on the right of the Indians to govern themselves.” *Williams v. Lee*, 358 U.S. 217, 223 (1959). Like the doctrine of tribal sovereign immunity, the fundamental policy underlying the ISDEAA is to enhance tribal autonomy and control in the provision of services to tribal communities. *See, e.g.*, 25 U.S.C. § 5302(a) (declaring that policy of ISDEAA is to assure “maximum Indian participation in the direction of educational as well as other Federal services to Indian communities so as to render such services more responsive to the needs and desires of those communities”). NSHC has taken on the entire federal responsibility for health care services for its member tribes. The essential federal-tribal nature of the ISDEAA program and the fact ISDEAA programs are funded by the federal resources that would have been spent on programs serving those tribes shows that NSHC is completely financially dependent on the tribes’ right to ISDEAA funding, and has stepped into the tribes’ shoes and operates as the “health arm” of its member tribes. Because NSHC has stepped into the shoes of its member tribes as the “health arm” of those tribes in order to enter a government-to-government relationship with the United States, NSHC’s immunity from suit protects the tribal autonomy of NSHC’s member governments.

²² *White*, 765 F.3d at 1025.

²³ 157 F.3d at 1188–89.

NSHC was incorporated on November 27, 1970 under the Alaska Non-Profit Corporation Act. Article VII of the NSHC Articles of Incorporation names three individuals representing the Alaska Native villages of Shaktoolik, Gambell, and Teller to the initial Board of Directors, and Article VIII shows the same three Village representatives as the initial incorporators. The formation and governance of NSHC was thereby tied directly to the member Villages. Article I and Article III of the Articles of Incorporation also provide that NSHC shall be “non-profit in nature,” weighing in favor of treating it as an arm of the tribes. It is clear that NSHC’s member tribes have delegated their governmental, rather than commercial, responsibility to provide health care to NSHC, which is not a for-profit venture but a vehicle for providing government health services.

2. NSHC’s purpose to provide governmental health care supports immunity.

NSHC’s Bylaws, adopted in 1977 and revised in 1978–79, expressly establish the Corporations purposes as follows:

1. To establish and maintain facilities, including but not limited to hospital and clinics, for the care of people suffering from injury, illness or disability requiring medical and hospital services and utilizing both inpatient and outpatient facilities and services, such care to be given regardless of the person’s race, color, creed, age, sex, nationality or ability to pay.
2. To participate, so far as the circumstances may warrant, in any activity to promote the general health of the principal area.
3. To carry on educational programs, including the training of healing arts personnel, relating to rendering care to the sick and the promotion of health and the maintenance of high health care standards.
4. To advance general community understanding of, confidence in and proper use of the total program of health services.
5. To carry out the foregoing purposes [through the receipt and disbursement of funds and assets].

Each of these purposes reflects the delegation from the member tribes of their respective governmental health care responsibilities to NSHC. Indeed, the purpose of NSHC is to “step into the shoes” of the federal government to carry out, through the ISDEAA, the United States’ responsibility to provide health care for Alaska Native and American Indian people.²⁴

3. The tribal governments’ close ownership, and management and control of NSHC support immunity.

NSHC is structured such that NSHC’s member tribes directly control the governance of NSHC. Article IV of the Bylaws established a Board of Directors of 22 elected directors. Each of the 16 member villages elects one representative to the Board of Directors, and the Nome Eskimo Community elects two directors. The Nome City Council may elect one director, and

²⁴ See 25 U.S.C. § 5302.

the Board of Directors, among themselves, elects three additional directors representing Nome. Article V provides that the NSHC officers, including the Chairman, are elected from among the Board of Directors.

To this point, in 1980, the United States Department of the Interior unequivocally determined, based on the member tribal organizations' direct control of NSHC, that NSHC is an arm of the member tribes.²⁵

In his Memorandum, Alaska Regional Solicitor Dennis J. Hopewell informed the BIA Area Director, Juneau Area Office that “[NSHC] is not only considered the ‘health arm’ of the Bering Straits Native Corporation . . . which is a recognized Indian tribe . . . but the Norton Sound Health Corporation is controlled, sanctioned and chartered by other tribal governing bodies.” Hopewell considered the NSHC Bylaws to be conclusive evidence of NSHC’s direct control by its member tribal entities, stating “[s]ince the Bylaws for the [NSHC] also spell out that ‘[t]he management of the property, funds, affairs and business of this Corporation shall be vested in a Board of Directors consisting of ...’ the members listed above, there can be no doubt that the corporation is controlled by tribal governing bodies.” Hopewell found that NSHC “in addition to being controlled by, is also sanctioned and chartered by such tribal governing bodies,” and “[t]his representation also shows that the operation and management of [NSHC] includes the maximum participation of Indians in all phases of its activities.”

4. The tribal governments intended that NSHC share in their tribal sovereign immunity.

In 1975, Congress signed the ISDEAA (Pub. L. No. 93-638) into law. In 1978 and 1979, NSHC’s member Alaska Native Villages each executed resolutions authorizing NSHC to enter contracts and grants with the United States on their behalf.²⁶ In 1994, the member Villages executed additional resolutions, which provide the current authority for NSHC to enter into the compact and funding agreements.²⁷

Each resolution acknowledged that Congress enacted the ISDEAA as a “far reaching Indian Self-Determination Policy” that “grants Alaska Native villages the *sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government* under Public Law 93-638 for the provision of Government services to Native peoples.”²⁸ The resolutions further note that NSHC “has village representation and traditionally provided information both to and from the village on health related matters” and that NSHC “is controlled and operated by a Board of Directors appointed by the tribal governments” of its member communities.²⁹

²⁵ Status of Norton Sound Health Corporation As A Tribal Organization Pursuant to P.L. 93-638.

²⁶ A representative resolution from the Native Village of Elim is attached [hereafter Elim Resolution].

²⁷ A representative resolution from the Native Village of Diomedes is attached.

²⁸ See, e.g., Elim Resolution at 1 (emphasis added).

²⁹ *Ibid.*

In recognition of the foregoing, the resolutions authorize NSHC “to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people” in the region.³⁰ The resolutions further authorize NSHC and its Board of Directors “to act on behalf of this village on health and related services” and “to accept funding for health and related service projects for this village from all funding agencies private and public.”³¹ The United States Supreme Court has noted that “[t]he common law sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and self-governance.”³² The resolutions’ provisions that NSHC would “act on behalf” of the villages as their health arm and delegation of governmental duties to NSHC reflects their intent that NSHC would share in the “corollary” privilege of immunity from suit in carrying out those functions.

5. NSHC is wholly financially dependent on the member tribes’ assignment of their right to contract with IHS to provide health services to their members.

Under the ATHC, all Alaska tribes participate in the delivery of health care services to their members and other beneficiaries in accordance with the principles of tribal self-governance. The Compact allowed NSHC, on behalf of its member tribes, to enter into a government-to-government relationship with the United States. Since 1994, NSHC has participated each year with other co-signers and the IHS in the negotiation of funding agreements and amendments to the ATHC.

The funding agreement (FA) NSHC negotiates annually with IHS on behalf of the member tribes includes a broad scope of work covering a wide variety of health care services, from hospital and clinic services to long-term care, from dental services to lodging for patients.³³ In fact, while NSHC is the *signatory* to the funding agreement, the *parties* to the FA are the HHS Secretary and NSHC’s member villages themselves. The 2018 Funding Agreement, titled “Funding Agreement Between Certain Alaska Native Tribes Served by the Norton Sound Health Corporation and the Secretary Of Health And Human Services Of The United States Of America,” states:

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.³⁴

³⁰ *Ibid.*

³¹ *Ibid.*

³² *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng'g*, 476 U.S. 877, 890 (1986) (emphasis added).

³³ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Health And Human Services Of The United States Of America Fiscal Years 2018-2020 §§ 3.2, 3.4.1, and 3.2.14.

³⁴ *Id.* at 1.

Section 2.1 of the 2018 FA “obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC.” Section 5.2 provides these resources represent the entirety of the member Tribes’ entitlement to these funds: “NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA.” Section 4 of the 2018 FA describes the total FY 2018 funding made available to NSHC from funds that would otherwise be allocated to NSHC’s member tribes. Without the Compact and Funding Agreements, through which NSHC performs governmental functions for their member villages, NSHC would be unable to function. Accordingly, the financial relationship between NSHC and the tribal entities supports NSHC’s immunity.³⁵

In substance and in form, NSHC serves as an arm of its member tribes. NSHC is dependent on the authorization and support of its member tribal governments to operate, and it fills a critically under-resourced governmental function—far different from a private, for-profit economic venture or other state-incorporated non-profits that may operate in the public sector but are not fulfilling government functions. NSHC shares in the sovereign immunity of its member tribes, and this immunity from suit extends to suits to collect unpaid taxes. This sovereign immunity operates unless specifically and unequivocally waived, and NSHC has not waived its immunity.

IV. The City’s Taxation is Preempted by Federal Law

Alaska Statute 29.45.030(a)(8) exempts from tax, “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The City of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. The Alaska Supreme Court itself has applied the doctrine to preempt borough property taxation on “*all space in a building that contains a tribally operated clinic.*”³⁶

Under the implied federal preemption doctrine, space that is used to carry out federal programs and that is subject to “comprehensive and pervasive federal oversight” is exempt from state or local taxation.³⁷ The U.S. Supreme Court has applied the implied federal preemption doctrine to the fields of tribal timber in *White Mountain Apache Tribe v. Bracker*,³⁸ and Indian education in *Ramah Navajo School Board, Inc. v. Bureau of Revenue, New Mexico*.³⁹ Like tribal timber and Indian education, Indian healthcare is subject to comprehensive and pervasive federal oversight, preempting the application of borough property taxes.

³⁵ See *White*, 765 F.3d at 1025 (fact that entity was funded solely by the tribe supported determination that entity was an “arm of the tribe” entitled to immunity).

³⁶ *Ketchikan Gateway Borough v. Ketchikan Indian Corp.*, 75 P.3d 1042, 1044 (2003) (emphasis added).

³⁷ *Id.* at 1048.

³⁸ 448 U.S. 136, 146–47 (1980).

³⁹ 458 U.S. 832 (1982)

In *Ramah Navajo*, the U.S. Supreme Court found that the “[f]ederal regulation of the construction and financing of Indian education institutions is both comprehensive and pervasive.”⁴⁰ The Court cited the federal policy of Indian self-determination, and in particular its codification and application to education in the ISDEAA and its “detailed and comprehensive” regulations.⁴¹ By contrast, the state provided little support for Indian education, asserting only its general interest in raising revenue through taxation.⁴² Thus, the federal and tribal interests outweighed those of the state under the preemption test.⁴³

In *Ketchikan Gateway Borough v. Ketchikan Indian Corporation*, in a case strikingly similar to the instant matter, the Alaska Supreme Court upheld application of the implied federal preemption doctrine to exempt from borough taxes “all space in a building that contains a tribally operated clinic.”⁴⁴ In that case, the tribally operated clinic was funded by the IHS and operated on land conveyed by the United States.⁴⁵ The only space held not to be exempt from taxation was “space not committed to use by the clinic,” because it was “uncertain how the uncommitted space would be used” and it “appear[ed] that at least for near-term purposes it [would] either be leased to others or used for other [i.e., non-clinic-related] programs of [the Indian corporation].”⁴⁶ The court stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied to vacant property, “the unused space, when used, was intended to be used for tax-exempt purposes.”⁴⁷

In *Ketchikan Gateway*, the Alaska Supreme Court noted that federal preemption in Indian tax cases is quite different from federal preemption in other areas of the law, which require a clear statement from Congress of its intent to displace state law.⁴⁸ Instead, the U.S. Supreme Court has developed a “flexible pre-emption analysis sensitive to the particular facts and legislation involved” and “requires a particularized examination of the relevant state, federal, and tribal interests.”⁴⁹ As the U.S. Supreme Court instructed in *Ramah Navajo*, there is no

⁴⁰ *Id.* at 839.

⁴¹ *Id.* at 839–40 .

⁴² *Id.* at 841–42.

⁴³ *Id.* at 843.

⁴⁴ 75 P.3d at 1044 (emphasis added).

⁴⁵ *Id.*

⁴⁶ *Id.* at 1049, 1048 n.27.

⁴⁷ *Id.* at 1048, n.27 (citations omitted). See also *United Way of the Midlands v. Douglas Cnty. Bd. of Equal.*, 337 N.W.2d 103, 107 (Neb. 1983) (“Oftentimes a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”); *Our Savior Lutheran Church v. Dep’t of Revenue*, 562 N.E.2d 1198, 1201 (Ill. 1990) (“We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”). The latter case was cited positively by the *Ketchikan Gateway* court. 75 P.3d at 1048, n.27.

⁴⁸ *Id.* at 1046.

⁴⁹ *Id.* (quoting *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 176 (1989) and *Ramah Navajo*, 458 U.S. at 838).

requirement for a statute to “express the intention to pre-empt” state taxation, with the Court confirming that “[t]his argument is clearly foreclosed by our precedents.”⁵⁰

This property is integral to the provision of healthcare under NSHC’s ISDEAA agreement. As programs and services that support the healthcare operations are included under the scope of work as defined in NSHC’s Funding Agreement, all areas used for human resources, administration and board support, performance management, training, medical personnel housing, patient housing, and financial function are integral to NSHC’s healthcare operations under the ISDEAA.

Unlike the vacant property in *Ketchikan Gateway*, NSHC has no intention to lease the space in this property to others or to use for non-clinic related programs.⁵¹ NSHC’s intention is to use this property for hospital and charitable purposes, exclusively a “tax-exempt purpose[.]”⁵² The vacant condition of the NSHC property is only temporary. Further, NSHC’s FA and legal obligations for the operation of the property require it to operate the property for health care purposes. Accordingly, implied federal preemption applies to this property as well.

The Alaska Supreme Court, in *Ketchikan Gateway Borough*, acknowledged that federal law preempts state taxation where the activity is subject to comprehensive and pervasive federal oversight.⁵³ The federal and tribal interests in the instant case are clear and strong. Provision of Indian health care services is comprehensively and pervasively regulated; this is manifest both in the ISDEAA and in the Indian Health Care Improvement Act (IHCIA). Congress expressed its intention in the ISDEAA that those operating under self-determination contracts receive the same amount of funding as would the federal government if one of its departments was still providing the services in question. Congress’s clear intent would be undercut if NSHC has to use its federal funding to pay property taxes from which IHS would be exempt.⁵⁴ In *Ramah Navajo*, the U.S. Supreme Court found that a similar depletion of federal funds to reimburse the contractor for state gross receipts taxes would contravene federal policy and Congress’s intent and thus argued in favor of preemption.⁵⁵

Although tribes step into the shoes of the IHS when carrying out programs and providing services under the ISDEAA, the ultimate responsibility for those programs and services remains with IHS, which therefore retains a pervasive oversight role. Participation in the self-governance program requires a rigorous planning process and demonstration of financial stability and financial management capability for three (3) years.⁵⁶ ISDEAA contractors are subject to annual audits, with penalties for noncompliance with applicable cost principles.⁵⁷ And every ISDEAA agreement must, by law, include a provision allowing the Secretary to reassume operation of a

⁵⁰ 458 U.S. at 843.

⁵¹ 75 P.3d at 1049. 1048 n.27.

⁵² *Id.* at 1048, n.27.

⁵³ *Id.* at 1048.

⁵⁴ *Id.* at 1049–50 (Fabe, C.J., and Carpeneti, J., dissenting).

⁵⁵ 458 U.S. at 842.

⁵⁶ 25 U.S.C. § 5383(c)(1)(C).

⁵⁷ *Id.* § 5386(c).

program, and the associated funding, if the agency finds gross mismanagement or imminent danger to public health.⁵⁸ The regulations at 25 C.F.R. Part 900 and 42 C.F.R. Part 137 elaborate these and other limitations. As noted above, nothing in the ISDEAA abrogates or weakens the trust responsibility to tribes and individual Indians,⁵⁹ and IHS consequently retains comprehensive and pervasive oversight. In other words, NSHC is beyond the taxing authority of the state, and the borough is without the ability to apply, impose, assess, or levy borough property tax against NHSC.⁶⁰

Finally, in *Ketchikan Gateway Borough*, the Alaska Supreme Court also noted that while the rule of strict construction requires that “[t]axpayer exemptions are strictly construed against the taxpayer and in favor of the taxing authority . . . where the question is whether federal law requires the exemption of tribal interests from taxation, ambiguities in federal law should be resolved *in favor of the tribe*.”⁶¹ This further supports the application of the implied federal preemption doctrine to NSHC’s properties.

V. Alaska Law Exempts The Subject Property from Taxation

The Alaska Constitution provides that: “All, or any portion of, property used exclusively for non-profit religious, charitable, cemetery, or educational purposes, as defined by law, shall be exempt from taxation.”⁶² Pursuant to this provision, Alaska Statute (AS) 29.45.030(a)(3) provides that “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes” is exempt from general taxation. Alaska courts interpret “exclusive use” to require that all uses of the property be for the “direct and primary” exempt purpose.⁶³

The direct and primary use of the subject property has two exempt purposes, charitable and hospital. Charitable purposes are defined under Alaska law to mean a “broad scope” of activities given to the term:

It is quite clear that what is done out of good will and a desire to add to the improvement of the moral, mental, and physical welfare of the public generally comes within this meaning of the word “charity.” To crowd out coarseness, cruelty, brutality from social

⁵⁸ *Id.* § 5387(a)(2).
⁵⁹ *E.g., id.* § 5332(2); *id.* § 5329(c), Model Agreement § (d)(1) (“The United States reaffirms the trust responsibility of the United States” to the contracting tribe); *id.* § 5395(b) (“Nothing in this chapter shall be construed to diminish in any way the trust responsibility of the United States to Indian tribes and individual Indians . . .”).
⁶⁰ *See* 75 P.3d at 1046 (“federal law impliedly preempted *application* of the [state] tax”) (citing *Ramah Navajo*, 458 U.S. at 838) (emphasis added), 1047 (quoting the U.S. Supreme Court’s statement that in *Bracker*, the Court addressed the question of “whether [the state] could *impose* its motor carrier license and use fuel taxes on a [non-tribal-member company]”) (citing *Cotton Petroleum*, 490 U.S. at 184) (emphasis added); *Bracker*, 448 U.S. at 148 (“[i]n a variety of ways, the *assessment* of state taxes would obstruct federal policies”) (emphasis added), 152 (where implied federal preemption is found, states are without “the privilege of *levying* [the] tax”) (citing *Warren Trading Post Co. v. Ariz. State Tax Comm’n*, 380 U.S. 685, 691 (1965) (emphasis added)).
⁶¹ 75 P.3d at 1045 (citing *Cotton Petroleum Corp.*, 490 U.S. 163 at 177).
⁶² Alaska Const. art. IX, § 4.
⁶³ *Fairbanks North Star Borough v. Dená Nená Henash*, 88 P.3d 124 (Alaska 2004).

man undoubtedly results in this betterment.⁶⁴

The *Catholic Bishop* court characterized this statement as “the broad common law definition of ‘charity’” and observed that this definition reflects the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large.”⁶⁵

“Hospital purposes” have been defined in jurisdictions with an identical statutory and constitutional property tax exemption scheme as Alaska as purposes reasonably necessary for the accomplishment and fulfillment of the institution’s objectives and administration and are not limited solely to the direct provision of patient care. In *Norwegian American Hospital, Inc. v. Department of Revenue*, 210 Ill. App. 3d 318, 569 N.E.2d 83 (1st Dist. 1991); *Cedars of Lebanon v. Los Angeles County*, 221 P.2d 31, 35 (Cal. 1950) (incidental to and reasonably necessary to the accomplishment of hospital functions). Alaska courts have not defined “hospital purposes” but have held that the Alaska legislature and framers of the constitution intended for a broad definition of exempt purposes notwithstanding the canon of strict construction for tax exemptions. *Id.* (“charitable purposes” broadly defined); *McKee v. Evans*, 490 P.2d 1226, 1228-30 (“educational purposes” defined broadly)

The framers of Alaska’s constitution chose to pattern the property tax exemption after the standard state property tax exemptions of the day. *Cooley on Taxation* identifies the scope of exemption at that time in states with a property tax exemption based on exclusive use:

Even if the exemption is based upon the use made of the property, it is not limited to property actually indispensable unless the statute so expressly provides, but instead also includes property obviously appropriate and convenient to carry out the purposes of the corporation.

4 *Cooley, Taxation*, § 683, p. 1430. In fact, the framer’s colloquy during the Alaska Constitutional Convention does not impose a “necessity” requirement on the character of the use and does not require that the property’s use be indispensable to the institution, stating:

For example, the case of an office building owned by an educational institution, part of which is being *occupied by the institution itself for its own purposes*, and part of which is rented out at a profit. It’s the intention here that the part which is rented at a profit could be taxed.

ACCP 1111–12, 2332 (emphasis added). Alaska’s property tax exemption applies to “all” property used for the hospital’s “own purposes,” not qualified by what is deemed to be “reasonably necessary” or vitally necessary as the assessor has argued. *See McKee*, 490 P.2d at 1230–31 (no necessity standard imposed on use).

⁶⁴ *Matanuska–Susitna Borough v. King’s Lake Camp*, 439 P.2d 441, 445 (Alaska 1968) (quoting *Old Colony Trust Co. v. Welch*, 25 F.Supp. 45, 48 (D.Mass.1938))

⁶⁵ 707 P.2d at 888 n. 37

In this case, NSHC's property is being used for the hospital's own purposes. And, assuming for argument's sake it must be shown to be a necessary use, NSHC has provided evidence that the parcel was acquired as part of a comprehensive plan and is necessary to expand medical services. Further, the property is for exclusive use by the hospital for its own charitable and hospital purposes. Parcels owned by a hospital which were part of general plan of site improvement reasonably necessary to continue survival and efficient administration of hospital as a charitable institution are entitled to tax exemption, notwithstanding that parcels were vacant. *Norwegian American Hosp, Inc. v. Dept. of Revenue*, 569 NE 2d 83 (1991).

In a dissent opinion, the Alaska Supreme Court argued that temporary vacancy of property owned by a charitable institution does not preclude tax exemption, *Citing, United Way of the Midlands v. Douglas County Bd. of Equalization*, 215 Neb. 1, 337 N.W.2d 103, 107 (1983) ("Oftentimes a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons."). The court's majority stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied, "the unused space, when used, was intended to be used for tax-exempt purposes. By contrast . . . it is unknown how the unused space will be used, but it appears that at least for near-term purposes it will either be leased to others or used for other programs of [the Indian Corporation]."⁶⁶ In NSHC's case, the vacant condition of this property is only temporary and is intended for use only by NSHC for its charitable and hospital purposes.

Accordingly, the subject parcel is exempt from tax pursuant to AS 29.45.030(a)(3).

⁶⁶ *Id.* at 1048 n.27 (citing *Dist. of Columbia v. Catholic Univ. of Am.*, 397 A.2d 915, 921-22 (D.C.1979); *Our Savior Lutheran Church v. Dep't of Revenue*, 204 Ill. App. 3d 1055, 150 Ill. Dec. 395, 562 N.E. 2d 1198, 1201 (1990); and *United Way of the Midlands v. Douglas County Bd. of Equalization*, 215 Neb. 1, 337 N.W. 2d 103, 107 (1983)).

FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer’s Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The “Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service” among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC’s technical issue, OIT’s support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	to Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly ANTHC	to Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS’s contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled “Memorialization of Historical Level of PSFAs provided by ANMC and AANHS.” The PSFAs listed in this addendum are taken from NSHC’s FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters’ Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC’s discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

- 3.2.1 Acute patient care swing-bed;
- 3.2.2 Twenty-four hour emergency services, including those associated with being a Level IV trauma center;
- 3.2.3 Ambulatory care services, including after-hour nursing phone triage service;
- 3.2.4 Medevac/air ambulance services;
- 3.2.5 Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621f;
- 3.2.6 Specialty clinic support;
- 3.2.7 Sexual Assault Response Team (SART), including forensic exams and counseling of victims;
- 3.2.8 Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;
- 3.2.9 Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;
- 3.2.10 Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;
 - 3.2.10.1 Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;
- 3.2.11 Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;
- 3.2.12 Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;
- 3.2.13 Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/PS in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training end education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

- 3.8.1 preventing or controlling disease, injury, or disability;
- 3.8.2 reporting disease, injury, and vital events such as birth and death; and
- 3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC’s PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandatories associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to “Adjustments Due to Congressional Actions” as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC’s signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC’s FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC’s diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year’s U of O formula allocation to Alaska is designated as “routine” funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated “non-routine” funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC’s statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe’s full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer’s option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled “Adjustments, Due to Congressional Actions.” Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously “restricted” or “un-restricted” categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksrueq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaquataat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomedea Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one year notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization:

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (*e.g.*, Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

18.1. 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);

18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);

18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);

18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);

18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);

18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);

18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);

18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);

18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome	Patient/Employee Housing 607 Division Street	Section 3.2.14; Section 3.5
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomedes	Diomedes Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Ikayuqti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	Section 3.5
Nome 300 Division Street	Warehouse/Storage West Campus	Section 3.5

Amended and Restated effective October 1, 2022

Item D.

**Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024**

Nome 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19

Item D.

Amended and Restated effective October 1, 2022

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P.5/37

NATIVE VILLAGE OF

DIOMEDE

RESOLUTION NO. 94-01

RESOLUTION AUTHORIZING NORTON SOUND HEALTH CORPORATION TO ENTER INTO A SELF-GOVERNANCE COMPACT AND ANNUAL FUNDING AGREEMENT ON BEHALF OF THE NATIVE VILLAGE OF DIOMEDE.

WHEREAS, The Native Village of DIOMEDE is the federally recognized tribal governing body for the community of DIOMEDE located in the Bering Straits region of Alaska;

WHEREAS, The Native Village of DIOMEDE desires to support the objective of achieving maximum Alaska Native participation in the direction of health services furnished to Alaska Natives in the Bering Straits region so as to render such services more responsive to the needs and desires of Alaska Natives;

WHEREAS, Norton Sound Health Corporation ("NSHC") is the Alaska Native regional non-profit corporation authorized by tribal resolution to provide Indian Health Services and other health services on behalf of the federally recognized tribes within the Bering Straits region of Alaska;

WHEREAS, NSHC has been selected to participate in an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended by P.L. 100-472 and P.L. 102-184, which is intended to improve and perpetuate the unique government-to-government relationship between Indian tribes and the United States, to strengthen tribal control over federal funding and program management, and to improve the quality of services provided to Native peoples;

WHEREAS, NSHC has successfully applied for and was awarded a Self-Governance Demonstration Project planning grant which evaluated all health services presently provided by NSHC to determine need and effectiveness, including, the redesign of services and program delivery systems, as well as evaluating the contracting of administrative functions and services presently provided by the Indian Health Services to Alaska Natives located in the Bering Straits region;

WHEREAS, The Native Village of DIOMEDE fully supports the goals and objectives of the Self-Governance Demonstration Project, and believes that participation in the Self-Governance Demonstration Project is likely to result in substantial benefit to all tribal governments and individual members throughout the Bering Straits region;

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P.6/37

NOW, THEREFORE, BE IT RESOLVED that the Native Village of DIOMEDE hereby authorizes NSHC to initiate all actions necessary to negotiate and enter into a Self-Governance Compact incorporating any and all Indian Health Services activities and functions as may be negotiated and an Annual Funding Agreement with the United States, to be effective October 1, 1994, and continuing, including, if applicable, a Self Governance Compact and Annual Funding Agreement in cooperation with other Alaska Tribal Organizations;

LET IT BE FURTHER RESOLVED that the authority granted by this resolution shall remain in effect until withdrawn by the Native Village of DIOMEDE; and

LET IT BE FURTHER RESOLVED that nothing herein shall be interpreted to alter the validity of the current and existing resolution authorizing NSHC to enter into a P.L. 93-638 contract with Indian Health Services.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTUK

The Native Village of DIOMEDE.

CERTIFICATION

The foregoing resolution was adopted at a duly convened meeting of the Native Village of DIOMEDE, a quorum being present, by a vote of 5 in favor, 0 opposed, and 0 abstaining, this 31st day of JANUARY, 1994.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTUK

The Native Village of DIOMEDE.

ATTEST: Darlene Akvarek
Secretary, DARLENE AKVAREK
The Native Village of DIOMEDE.

202

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RESOLUTION OF THE COUNCIL OF THE VILLAGE OF
ELIM

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, this policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS appointed by the tribal governments of communities served by ELIM; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of ELIM Alaska; and

WHEREAS, it is in the interest of the village of ELIM to ensure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

1. NORTON SOUND HEALTH CORPORATION for ELIM village ELIM, ALASKA representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.
2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE N.S.H.C. BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.

3. NORTON SOUND HEALTH CORPORATION shall keep the village of ELIM informed about its activities by corresponding or communicating with ELIM at ELIM, ALASKA

and the corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.

4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.

5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.

6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council in accordance with the terms and conditions herein.

7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redelegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.

President JRA Council
(Title) *Elinak*

Lincoln Moore
Certification

The foregoing resolution was adopted at a duly convened meeting of the Village Council of ELIM, ALASKA, a quorum being present this 16th day of SEPTEMBER, 1978.

Matthew H. [Signature]
Secretary

**NORTON SOUND HEALTH CORPORATION
BOARD BYLAWS**

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 27, 2017**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION****ARTICLE I. PURPOSES AND POWERS**

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

- 1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
- 2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation’s service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.1 BOARD AUTHORITY.

- 1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors (“the Board”). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

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2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
 3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
 4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

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- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies.
2. **Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y) discloses every conviction of the director. In these bylaws, "conviction" shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director's Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on

the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

- 3. State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
- a. Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a “barrier crime” as defined in 7 AAC 10;
 - b. Each director shall immediately notify the Chairperson after being charged with a “barrier crime” as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c. Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d. Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.
- 4. Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board

shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.

- 5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, "a resident of such village" shall mean a resident of such village or other community in the Bering Straits Region where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

- 1. **Directors.** Qualified directors shall be selected as follows:
 - a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomedede	1
Mary's Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

- b. The Nome City Council shall select one director;
- c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

2. **The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
3. **The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

1. **Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
2. **Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.
3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate

shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.

- 6. Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

- 1. Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.
3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.

9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

- Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or

immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

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2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
 3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
 4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and
 - (2) The directors discuss a matter on which the Board is empowered to act.
 - b. **The following meetings shall not be open to the public:**
 - (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
 - (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
 - (3) Meetings of hospital medical staff;
 - (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
 - (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.
 - b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
 - c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
 - d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.
2. **Committee Meetings, Special Board Meetings and Emergency Meetings.** Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in

writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.
- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
- g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the

time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.

3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.
2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;

- e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
4. **Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment

of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.

- 2. Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
- a. Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
- b. Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
- (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;
 - (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
- c. Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
- (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;

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- (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
 - d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
 - e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.
 - f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
 - g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
 3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
 - a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of

Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:

- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
- (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
- (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
- (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;
- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;

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- (9) see that an integrated patient safety program is implemented at all clinical facilities;
 - (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
 - (11) perform such other duties as may be assigned to it by the Board of Directors.
- b. Board Compliance Committee.** The Board Compliance Committee shall consist of seven persons who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:
- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;
 - (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
 - (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
 - (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.
- c. Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the

committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs.

d. Bylaws, Personnel and Policy Review Committee. The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:

- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
- (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
- (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;
- (4) review all finance policies and amendments thereto proposed by the finance committee;
- (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
- (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
- (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
- (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.

e. Finance and Audit Committee. The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall

provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.

- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:
- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations to the Board regarding the implementation of such programs and policies;
 - (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
 - (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
 - (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
 - (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
 - (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.
- g. **Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her

designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.

- h. Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
- 4. Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
- 5. Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
- 6. Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.

7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

- 1. Qualifications.** The Chairperson of the Board must have:
 - a.** The confidence of the Board to represent them on their behalf;
 - b.** The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c.** The ability to present himself or herself in a professional and respectful manner;

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- d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.
2. **Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.
3. **Chairperson's Resignation.**
- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
 - b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited

by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and
6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. President/CEO.

- a. Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.
 - b. Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
 - c. Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
 - d. Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.
- 2. Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the

President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-

voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

1. **Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
2. **Responsibilities of the Medical Staff.**
 - a. The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.

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- b. The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
- (1) appointments, reappointments, and other changes in staff status;
 - (2) granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency and patient care; and
 - (5) such specific matters as may be referred to it by the Board.
- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.
3. **Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings.** The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.
4. **Medical Staff Membership and Privileges.**
- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
 - b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice

President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and

such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. et. seq. or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.

The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.


ARTICLE VIII. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held September 27, 2017, at which a quorum was present.


Board Chairperson


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____
By: _____
Title: _____

Approved September 27, 2017

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation ("NSHC"):

I, _____, am a
 ___ director ___ alternate ___ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:
 - Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
 - Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
 - A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
 - A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
 - A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term "convicted" means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been "expunged" which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.

3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC's Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 27, 2017

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above:

<u>Criminal Charge</u>	<u>Date</u>	<u>State/Federal Court</u>

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

Approved September 27, 2017

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted

by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #:

Item E.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 1 9 2 . 1 . 1 3 0

Property legal description: Block MS, Lot 1800, Mineral Survey, Other

Print Owner's Name: Norton Sound Health Corporation

Owner's Mailing Address: PO Box 966, Nome, AK 99762
Day Phone: () 443-3337
Evening Phone: () -

Address to which all correspondence should be mailed (if different than above):

Please also email all information to: dpardee@nshcorp.org

2)

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Row 1: \$32,000, 0, \$32,000. Row 2: Owner's Estimate of Value.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

Total Taxable Value should be \$0.00

Basis for Exemption: AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); Federal Preemption; Sovereign Immunity

See Attached

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Signature of owner or authorized agent: Angie Gorn
Date signed: 4/25/23
Print Name (if different from item # 1): Angie Gorn

SUBSCRIBED and SWORN to before me this 25 day of April, 2023

NOTARY PUBLIC in and for the STATE of ALASKA:
Commission Expires: 03-26-2024



Appeal#:

4)

Assessor's Decision	From:	Land: 32,000 -	Building: 0	Total: 32,000 -
	To:	32,000 -	0	32,000 -

Assessor's Reason for Decision: RECOMMENDED DENIAL OF APPEAL - AS IT DOES DISPUTE VALUATION, RATHER DISPUTES WHETHER ENTITY IS EXEMPT FROM TAXATION.
BOARDS OF EQUALIZATION CONVEINE TO CONSIDER VALUATION ISSUES SOLELY.
AN ADDITION PROPERTY APPEALED ON SAME GROUNDS IN 2022. AND IS CURRENTLY ADDRESSED IN THE COURT SYSTEM - WITHOUT RESOLUTION AT PRESENT.
RECOMMEND DENIAL,

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

25 APRIL 2023 [Signature] 1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

[Signature] 4/25/23 Angie Gorn
 Signature of owner or authorized agent Date Printed Name

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

Item E.

January 24, 2023

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

Re: 2023 Applications for Municipal Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2023 Municipal Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Jack, Block MS 1800 192.1.120
2. Thelma, Block MS 1800 192.1.125
3. Gold Hill, Block MS 1800 192.1.130
4. Block 91 Lot 3 & 4 001.221.05A
5. Block MS 1298 192.1.085
6. Block 33 Lot 19 001.131.01A
7. Block 116 Lot 1A 001.115.01
8. Block 110 Lot 3A 001.211.03B
9. Block 110 Lot 1-2 001.211.03A
10. Block 127 Lot 7A 001.201.05
11. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2023 Applications for Municipal Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

CITY OF NOME, ALASKA

JAN 30 2023

Item E.

Office of the City Clerk
P.O. Box 281 - 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

CITY OF NOME
CLERKS DEPARTMENT

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
A separate application must be filed for each legally described lot or parcel of real property.
The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 - 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. Applicant: Norton Sound Health Corporation, Phone: 443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES

2. Type of Exemption Requested:

REAL PROPERTY [X] PERSONAL PROPERTY []

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot

Number (one parcel per application): Gold Hill
Block MS 1800 192.1.130

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.):

N/A

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A See answer to # 5 above

2023 Application for Municipal Tax Exemption

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: Gold Hill

Legal Description: Block MS 1800, 192.1.130

4) Basis for exemption. AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity.

5) Adjacent and contiguous property owned by NSHC, an Indian tribal government entity. Property is held exclusively for hospital purposes and operation of the Indian Health Service's integrated health care system in the Bering Strait region, pursuant to the Indian Self Determination and Education Assistance Act. Use is restricted to the build out of additional hospital services and facilities.

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

NIA

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

NIA

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

None

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 24th day of January, Year 2023.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation
APPLICANT

[Signature]
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome AK
On this 24 day of January, 2023

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 9/20/2026

THOMAS SIMONSSON
Notary Public
State of Alaska
My Commission Expires Sep 20, 2026

City Clerk Use Only:
Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item E.



NORTON SOUND HEALTH CORP
 PO BOX 966
 NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
	192.1.130	3/29/2023	4/28/2023

Property Information
Lot Size: 20 AC; US Survey: MS 1800; District: Nome - 201

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$32,000		\$32,000
Exemptions			\$0
Taxable Value	\$32,000		\$32,000

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
 PO Box 281 Nome, AK 99762
 Phone #: (907) 443-6663 Fax#: (907) 443-5345

**Attachment to Administrative Review and Appeal Form
MS 1800, Tax Lot # 192.1.130 (“Gold Hill”)**

I. Allegations of Error By Assessor

- A. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(8). AS 29.45.030(a)(8) exempts from tax “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The city of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. Constitution. U.S. Const., art. VI, cl. 2. Properties used to carry out federal programs and that are subject to comprehensive and pervasive federal oversight, like the NSHC properties at issue here, are exempt from state or local taxation. Federal preemption is a jurisdictional bar to the City of Nome’s property taxation scheme.
- B. The assessor erred by denying full property tax exemption to NSHC based on NSHC’s sovereign immunity. NSHC is an arm of its member tribes performing essential governmental services to its member tribes’ beneficiaries, pursuant self-determination contracts under the ISDEAA for health services, and as such enjoys tribal sovereign immunity. Sovereign immunity is a jurisdictional bar to the City of Nome’s assessment and collection of property tax on NSHC. There is no *in rem* exception to tribal sovereign immunity.
- C. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(3). AS 29.45.030(a)(3) exempts from property tax “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes.” All portions of properties owned by NSHC are exclusively used for nonprofit hospital AND charitable purposes.

II. Property Use Description

1. General Scope of Activities on Hospital-Owned Properties.

The Norton Sound Health Corporation (NSHC) is a tribally owned and operated, independent, not-for-profit healthcare organization founded in 1970 to meet the healthcare needs of the Inupiat, Siberian Yup’ik, and Yup’ik people of the Bering Strait region. NSHC is governed by a 22-member board of directors who represent all communities and areas of the Bering Strait region, a 44,000 square-mile section of Northwestern Alaska. The NSHC service area encompasses these 44,000 square miles. NSHC is the only regional health system serving Northwestern Alaska.

The NSHC healthcare system includes a tribally owned regional hospital which is operated pursuant to an Indian Self-Determination and Education Assistance Act (ISDEAA) agreement. NSHC operates health facilities and provides health care services to Alaska Natives and other beneficiaries pursuant to the Alaska Tribal Health Compact (ATHC), a multi-tribe self-governance compact with the Indian Health Service (IHS) under Title V of the ISDEAA, 25

U.S.C. § 5381, et seq., and funding agreements (FAs), which include program funding amounts that are negotiated for each fiscal year between the IHS and NSHC to fund the programs, functions, services, and activities (PFSAs) that NSHC performs on behalf of IHS. IHS funds the administration of the PFSAs, including the operation of the hospital facilities in Nome, that NSHC has contracted to perform on behalf of IHS.¹

NSHC is an “instrumentality” of the United States in providing healthcare services under Title V of the ISDEAA. Healthcare services are federal PFSAs provided under the ISDEAA pursuant to the federal trust responsibility to Indians for health care.²

The ISDEAA deems tribes and tribal organizations carrying out ISDEAA agreements to be federal executive agencies for purposes of coverage under the Federal Tort Claims Act (FTCA) and access to federal sources of supply.³ NSHC employees, like employees of other tribal entities operating agreements with IHS under the ISDEAA, are similarly equally covered by the FTCA and are “federal employees” for these purposes.⁴ The ISDEAA also authorizes tribal contractors and compactors to perform personal services otherwise performed by federal employees in determining eligibility for IHS services and benefits, the amounts of such services and benefits, and how such services and benefits should be provided.⁵ In addition, tribal facilities operated under the ISDEAA are interpreted by the Centers for Medicare and Medicaid Services as IHS facilities for purposes of the 100 percent Federal Medical Assistance Percentage under Section 1905 of the Social Security Act.⁶

The ATHC expressly provides that ATHC co-signers, such as NSHC, “are deemed by statute to be part of the Public Health Service (PHS), and the employees of the Tribes and Co-Signers are deemed by statute to be part of or employed by the Public Health Service, for purposes of coverage under the [FTCA],” while performing PFSAs under the ATHC’s compact and as described in its Funding Agreement.⁷ The current NSHC Funding Agreement expressly provides that “support services required to support the provision of health services,” including human resources activities, administration and board support, performance management, financial functions, and the provision of staff housing, are part of the scope of work,⁸ as is the training of community health aides;⁹ emergency medical services training for staff and

¹ 25 U.S.C. § 5325; 25 U.S.C. § 5396(a) (mandatory application of § 5325 to Title V agreements).

² 25 U.S.C. § 1602.

³ 25 U.S.C. §§ 450f(d) and 450j(k).

⁴ See 25 U.S.C. §§ 5321(d) and 5396(a); *M.J. ex rel. Beebe v. United States*, 721 F.3d 1079, 1084 (9th Cir. 2013).

⁵ 25 USC § 450j(g).

⁶ 42 U.S.C. § 1396(d).

⁷ See ATHC Article V Sec. 3(a).

⁸ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Human Health And Human Services Of The United States of America Fiscal Years 2018-2020 § 3.5.

⁹ *Id.* §§ 3.4.4, 3.4.5.

community members throughout the region,¹⁰ and the provision of lodging for patients, family members of patients, and their escorts.¹¹

2. Specific Use of “Gold Hill” Property.

This is a vacant lot contiguous and adjacent to the Main hospital. The lot was acquired as part of a comprehensive plan for expansion of medical services and development of hospital infrastructure needs to accommodate expansion of medical services. See, Community Health Needs Assessment, service expansion goals. <https://www.nortonsoundhealth.org/nshc-2020-community-health-needs-assessment/>. The property will not be used for any purposes other than by NSHC for hospital and charitable purposes. This property is important and necessary because of its proximity to the main hospital in order to accomplish expansion of medical and related services to the community NSHC serves.

III. NSHC Enjoys the Sovereign Immunity of its Member Tribes and is Immune from Suits to Collect Taxes

Tribal healthcare entities like NSHC performing self-determination contracts under the ISDEAA for health services enjoy sovereign immunity,¹² including those operating off-reservation.¹³ “Indian tribes have long been recognized as possessing the common-law immunity from suit traditionally enjoyed by sovereign powers.”¹⁴ “As a matter of federal law, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has waived its immunity.”¹⁵ “[T]ribal immunity is a matter of federal law and is not subject to diminution by the States.”¹⁶ Tribal immunity extends to tribal governing bodies and to tribal agencies or entities that act as an “arm of the tribe.”¹⁷ Lastly, “[i]t is settled that a waiver of [tribal] sovereign immunity cannot be implied but must be unequivocally expressed.”¹⁸

In *Barron v. Alaska Native Tribal Health Consortium*, the U.S. District Court for the District of Alaska held a tribal health consortium organization enjoyed sovereign immunity where the organization was formed by Alaska Native tribes; its creation was authorized pursuant to the ISDEAA; it received federal funding to conduct activities that benefitted tribal members; the structure of its board placed control over its ownership and management in representatives of the Alaska Native tribes; its purpose of entering into self-determination and self-governance agreements was “core to the notion of sovereignty”; and it received federal funding “to carry out

¹⁰ *Id.* § 3.4.7.

¹¹ *Id.* at § 3.2.14.

¹² *Manzano v. S. Indian Health Council, Inc.*, No. 20-cv-02130-BAS-BGS, 2021 WL 2826072, at *1 (S.D. Cal. July 7, 2021) (non-profit healthcare corporation formed by membership of seven tribes entitled to sovereign immunity).

¹³ See *Pink v. Modoc Indian Health Proj., Inc.*, 157 F.3d 1185, 1189 (9th Cir. 1998) (nonprofit corporation created and controlled by two tribes entitled to sovereign immunity).

¹⁴ *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978).

¹⁵ *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998) (citations omitted).

¹⁶ *Id.* at 756 (citations omitted).

¹⁷ *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718, 725 (9th Cir. 2008).

¹⁸ *Santa Clara Pueblo*, 436 U.S. at 58 (citation omitted) (internal quotation omitted).

governmental functions critical to Alaska Native tribes,” i.e., healthcare services.¹⁹ Like the entity in *Barron*, and as more fully discussed below, NSHC shares these same attributes.

Tribal immunity extends to suits to collect unpaid taxes. This is because, as the U.S. Supreme Court noted in *Oklahoma Tax Commission v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, “[a]lthough Congress has occasionally authorized limited classes of suits against Indian tribes, it has never authorized suits to enforce tax assessments.”²⁰

In the U.S. Circuit Court of Appeals for the Ninth Circuit, where NSHC is located, courts look to the following factors to determine whether a tribal entity functions as an “arm of the tribe” and is therefore entitled to share in the tribe’s sovereign immunity: “(1) the method of creation of the economic entities; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) the tribe’s intent with respect to the sharing of its sovereign immunity; and (5) the financial relationship between the tribe and the entities.”²¹ In *White v. University of California*, the Ninth Circuit upheld the district court’s application of this test to hold that a tribal repatriation committee formed by twelve tribes was entitled to sovereign immunity because it was created by resolution of each of the tribes; comprised solely of tribal members appointed by each tribe; funded exclusively by the tribes; and its purpose, “to recover remains and educate the public, [was] ‘core to the notion of sovereignty.’”²² And in *Pink v. Modoc Indian Health Project, Inc.*, the court held that a subsidiary tribal entity established and controlled by several tribes to provide health care services was protected by sovereign immunity.²³

1. NSHC’s method of creation supports immunity.

¹⁹ 373 F.Supp.3d 1232, 1239–40 (D. Alaska 2019).

²⁰ 498 U.S. 505, 510 (1991) (emphasis added).

²¹ *White v. Univ. of Cal.*, 765 F.3d at 1025 (2014) (citation omitted). Although not included in the Ninth Circuit’s “arm of the tribe” test, an additional factor is examined by the Tenth Circuit: “the policies underlying tribal sovereign immunity and its connection to tribal economic development, and whether those policies are served by granting immunity to the economic entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino and Resort*, 629 F.3d 1173, 1187 (2010).

Here, a grant of immunity to NSHC furthers the policies underlying tribal sovereign immunity. The doctrine of tribal sovereign immunity exists in order to avoid “interference with tribal autonomy and self-government,” *Santa Clara Pueblo*, 436 U.S. at 59, and “infringe[ment] on the right of the Indians to govern themselves.” *Williams v. Lee*, 358 U.S. 217, 223 (1959). Like the doctrine of tribal sovereign immunity, the fundamental policy underlying the ISDEAA is to enhance tribal autonomy and control in the provision of services to tribal communities. *See, e.g.*, 25 U.S.C. § 5302(a) (declaring that policy of ISDEAA is to assure “maximum Indian participation in the direction of educational as well as other Federal services to Indian communities so as to render such services more responsive to the needs and desires of those communities”). NSHC has taken on the entire federal responsibility for health care services for its member tribes. The essential federal-tribal nature of the ISDEAA program and the fact ISDEAA programs are funded by the federal resources that would have been spent on programs serving those tribes shows that NSHC is completely financially dependent on the tribes’ right to ISDEAA funding, and has stepped into the tribes’ shoes and operates as the “health arm” of its member tribes. Because NSHC has stepped into the shoes of its member tribes as the “health arm” of those tribes in order to enter a government-to-government relationship with the United States, NSHC’s immunity from suit protects the tribal autonomy of NSHC’s member governments.

²² *White*, 765 F.3d at 1025.

²³ 157 F.3d at 1188–89.

NSHC was incorporated on November 27, 1970 under the Alaska Non-Profit Corporation Act. Article VII of the NSHC Articles of Incorporation names three individuals representing the Alaska Native villages of Shaktoolik, Gambell, and Teller to the initial Board of Directors, and Article VIII shows the same three Village representatives as the initial incorporators. The formation and governance of NSHC was thereby tied directly to the member Villages. Article I and Article III of the Articles of Incorporation also provide that NSHC shall be “non-profit in nature,” weighing in favor of treating it as an arm of the tribes. It is clear that NSHC’s member tribes have delegated their governmental, rather than commercial, responsibility to provide health care to NSHC, which is not a for-profit venture but a vehicle for providing government health services.

2. NSHC’s purpose to provide governmental health care supports immunity.

NSHC’s Bylaws, adopted in 1977 and revised in 1978–79, expressly establish the Corporations purposes as follows:

1. To establish and maintain facilities, including but not limited to hospital and clinics, for the care of people suffering from injury, illness or disability requiring medical and hospital services and utilizing both inpatient and outpatient facilities and services, such care to be given regardless of the person’s race, color, creed, age, sex, nationality or ability to pay.
2. To participate, so far as the circumstances may warrant, in any activity to promote the general health of the principal area.
3. To carry on educational programs, including the training of healing arts personnel, relating to rendering care to the sick and the promotion of health and the maintenance of high health care standards.
4. To advance general community understanding of, confidence in and proper use of the total program of health services.
5. To carry out the foregoing purposes [through the receipt and disbursement of funds and assets].

Each of these purposes reflects the delegation from the member tribes of their respective governmental health care responsibilities to NSHC. Indeed, the purpose of NSHC is to “step into the shoes” of the federal government to carry out, through the ISDEAA, the United States’ responsibility to provide health care for Alaska Native and American Indian people.²⁴

3. The tribal governments’ close ownership, and management and control of NSHC support immunity.

NSHC is structured such that NSHC’s member tribes directly control the governance of NSHC. Article IV of the Bylaws established a Board of Directors of 22 elected directors. Each of the 16 member villages elects one representative to the Board of Directors, and the Nome Eskimo Community elects two directors. The Nome City Council may elect one director, and the Board of Directors, among themselves, elects three additional directors representing Nome.

²⁴ See 25 U.S.C. § 5302.

Article V provides that the NSHC officers, including the Chairman, are elected from among the Board of Directors.

To this point, in 1980, the United States Department of the Interior unequivocally determined, based on the member tribal organizations' direct control of NSHC, that NSHC is an arm of the member tribes.²⁵

In his Memorandum, Alaska Regional Solicitor Dennis J. Hopewell informed the BIA Area Director, Juneau Area Office that “[NSHC] is not only considered the ‘health arm’ of the Bering Straits Native Corporation . . . which is a recognized Indian tribe . . . but the Norton Sound Health Corporation is controlled, sanctioned and chartered by other tribal governing bodies.” Hopewell considered the NSHC Bylaws to be conclusive evidence of NSHC’s direct control by its member tribal entities, stating “[s]ince the Bylaws for the [NSHC] also spell out that ‘[t]he management of the property, funds, affairs and business of this Corporation shall be vested in a Board of Directors consisting of ...’ the members listed above, there can be no doubt that the corporation is controlled by tribal governing bodies.” Hopewell found that NSHC “in addition to being controlled by, is also sanctioned and chartered by such tribal governing bodies,” and “[t]his representation also shows that the operation and management of [NSHC] includes the maximum participation of Indians in all phases of its activities.”

4. The tribal governments intended that NSHC share in their tribal sovereign immunity.

In 1975, Congress signed the ISDEAA (Pub. L. No. 93-638) into law. In 1978 and 1979, NSHC’s member Alaska Native Villages each executed resolutions authorizing NSHC to enter contracts and grants with the United States on their behalf.²⁶ In 1994, the member Villages executed additional resolutions, which provide the current authority for NSHC to enter into the compact and funding agreements.²⁷

Each resolution acknowledged that Congress enacted the ISDEAA as a “far reaching Indian Self-Determination Policy” that “grants Alaska Native villages the *sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government* under Public Law 93-638 for the provision of Government services to Native peoples.”²⁸ The resolutions further note that NSHC “has village representation and traditionally provided information both to and from the village on health related matters” and that NSHC “is controlled and operated by a Board of Directors appointed by the tribal governments” of its member communities.²⁹

In recognition of the foregoing, the resolutions authorize NSHC “to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of

²⁵ Status of Norton Sound Health Corporation As A Tribal Organization Pursuant to P.L. 93-638.

²⁶ A representative resolution from the Native Village of Elim is attached [hereafter Elim Resolution].

²⁷ A representative resolution from the Native Village of Diomedea is attached.

²⁸ See, e.g., Elim Resolution at 1 (emphasis added).

²⁹ *Ibid.*

the Department of Health, Education and Welfare for health care and related programs serving Native people” in the region.³⁰ The resolutions further authorize NSHC and its Board of Directors “to act on behalf of this village on health and related services” and “to accept funding for health and related service projects for this village from all funding agencies private and public.”³¹ The United States Supreme Court has noted that “[t]he common law sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and self-governance.”³² The resolutions’ provisions that NSHC would “act on behalf” of the villages as their health arm and delegation of governmental duties to NSHC reflects their intent that NSHC would share in the “corollary” privilege of immunity from suit in carrying out those functions.

5. NSHC is wholly financially dependent on the member tribes’ assignment of their right to contract with IHS to provide health services to their members.

Under the ATHC, all Alaska tribes participate in the delivery of health care services to their members and other beneficiaries in accordance with the principles of tribal self-governance. The Compact allowed NSHC, on behalf of its member tribes, to enter into a government-to-government relationship with the United States. Since 1994, NSHC has participated each year with other co-signers and the IHS in the negotiation of funding agreements and amendments to the ATHC.

The funding agreement (FA) NSHC negotiates annually with IHS on behalf of the member tribes includes a broad scope of work covering a wide variety of health care services, from hospital and clinic services to long-term care, from dental services to lodging for patients.³³ In fact, while NSHC is the *signatory* to the funding agreement, the *parties* to the FA are the HHS Secretary and NSHC’s member villages themselves. The 2018 Funding Agreement, titled “Funding Agreement Between Certain Alaska Native Tribes Served by the Norton Sound Health Corporation and the Secretary Of Health And Human Services Of The United States Of America,” states:

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.³⁴

³⁰ *Ibid.*

³¹ *Ibid.*

³² *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng'g*, 476 U.S. 877, 890 (1986) (emphasis added).

³³ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Health And Human Services Of The United States Of America Fiscal Years 2018-2020 §§ 3.2, 3.4.1, and 3.2.14.

³⁴ *Id.* at 1.

Section 2.1 of the 2018 FA “obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC.” Section 5.2 provides these resources represent the entirety of the member Tribes’ entitlement to these funds: “NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA.” Section 4 of the 2018 FA describes the total FY 2018 funding made available to NSHC from funds that would otherwise be allocated to NSHC’s member tribes. Without the Compact and Funding Agreements, through which NSHC performs governmental functions for their member villages, NSHC would be unable to function. Accordingly, the financial relationship between NSHC and the tribal entities supports NSHC’s immunity.³⁵

In substance and in form, NSHC serves as an arm of its member tribes. NSHC is dependent on the authorization and support of its member tribal governments to operate, and it fills a critically under-resourced governmental function—far different from a private, for-profit economic venture or other state-incorporated non-profits that may operate in the public sector but are not fulfilling government functions. NSHC shares in the sovereign immunity of its member tribes, and this immunity from suit extends to suits to collect unpaid taxes. This sovereign immunity operates unless specifically and unequivocally waived, and NSHC has not waived its immunity.

IV. The City’s Taxation is Preempted by Federal Law

Alaska Statute 29.45.030(a)(8) exempts from tax, “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The City of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. The Alaska Supreme Court itself has applied the doctrine to preempt borough property taxation on “*all space in a building that contains a tribally operated clinic.*”³⁶

Under the implied federal preemption doctrine, space that is used to carry out federal programs and that is subject to “comprehensive and pervasive federal oversight” is exempt from state or local taxation.³⁷ The U.S. Supreme Court has applied the implied federal preemption doctrine to the fields of tribal timber in *White Mountain Apache Tribe v. Bracker*,³⁸ and Indian education in *Ramah Navajo School Board, Inc. v. Bureau of Revenue, New Mexico*.³⁹ Like tribal timber and Indian education, Indian healthcare is subject to comprehensive and pervasive federal oversight, preempting the application of borough property taxes.

In *Ramah Navajo*, the U.S. Supreme Court found that the “[f]ederal regulation of the construction and financing of Indian education institutions is both comprehensive and

³⁵ See *White*, 765 F.3d at 1025 (fact that entity was funded solely by the tribe supported determination that entity was an “arm of the tribe” entitled to immunity).

³⁶ *Ketchikan Gateway Borough v. Ketchikan Indian Corp.*, 75 P.3d 1042, 1044 (2003) (emphasis added).

³⁷ *Id.* at 1048.

³⁸ 448 U.S. 136, 146–47 (1980).

³⁹ 458 U.S. 832 (1982)

pervasive.”⁴⁰ The Court cited the federal policy of Indian self-determination, and in particular its codification and application to education in the ISDEAA and its “detailed and comprehensive” regulations.⁴¹ By contrast, the state provided little support for Indian education, asserting only its general interest in raising revenue through taxation.⁴² Thus, the federal and tribal interests outweighed those of the state under the preemption test.⁴³

In *Ketchikan Gateway Borough v. Ketchikan Indian Corporation*, in a case strikingly similar to the instant matter, the Alaska Supreme Court upheld application of the implied federal preemption doctrine to exempt from borough taxes “*all space in a building that contains a tribally operated clinic.*”⁴⁴ In that case, the tribally operated clinic was funded by the IHS and operated on land conveyed by the United States.⁴⁵ The only space held not to be exempt from taxation was “space not committed to use by the clinic,” because it was “uncertain how the uncommitted space would be used” and it “appear[ed] that at least for near-term purposes it [would] either be leased to others or used for other [i.e., non-clinic-related] programs of [the Indian corporation].”⁴⁶ The court stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied to vacant property, “the unused space, when used, was intended to be used for tax-exempt purposes.”⁴⁷

In *Ketchikan Gateway*, the Alaska Supreme Court noted that federal preemption in Indian tax cases is quite different from federal preemption in other areas of the law, which require a clear statement from Congress of its intent to displace state law.⁴⁸ Instead, the U.S. Supreme Court has developed a “flexible pre-emption analysis sensitive to the particular facts and legislation involved” and “requires a particularized examination of the relevant state, federal, and tribal interests.”⁴⁹ As the U.S. Supreme Court instructed in *Ramah Navajo*, there is no requirement for a statute to “express the intention to pre-empt” state taxation, with the Court confirming that “[t]his argument is clearly foreclosed by our precedents.”⁵⁰

⁴⁰ *Id.* at 839.

⁴¹ *Id.* at 839–40 .

⁴² *Id.* at 841–42.

⁴³ *Id.* at 843.

⁴⁴ 75 P.3d at 1044 (emphasis added).

⁴⁵ *Id.*

⁴⁶ *Id.* at 1049, 1048 n.27.

⁴⁷ *Id.* at 1048, n.27 (citations omitted). See also *United Way of the Midlands v. Douglas Cnty. Bd. of Equal.*, 337 N.W.2d 103, 107 (Neb. 1983) (“Oftentimes a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”); *Our Savior Lutheran Church v. Dep’t of Revenue*, 562 N.E.2d 1198, 1201 (Ill. 1990) (“We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”). The latter case was cited positively by the *Ketchikan Gateway* court. 75 P.3d at 1048, n.27.

⁴⁸ *Id.* at 1046.

⁴⁹ *Id.* (quoting *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 176 (1989) and *Ramah Navajo*, 458 U.S. at 838).

⁵⁰ 458 U.S. at 843.

This property is integral to the provision of healthcare under NSHC's ISDEAA agreement. As programs and services that support the healthcare operations are included under the scope of work as defined in NSHC's Funding Agreement, all areas used for human resources, administration and board support, performance management, training, medical personnel housing, patient housing, and financial function are integral to NSHC's healthcare operations under the ISDEAA.

Unlike the vacant property in *Ketchikan Gateway*, NSHC has no intention to lease the space in this property to others or to use for non-clinic related programs.⁵¹ NSHC's intention is to use this property for hospital and charitable purposes, exclusively a "tax-exempt purpose[]." ⁵² The vacant condition of the NSHC property is only temporary. Further, NSHC's FA and legal obligations for the operation of the property require it to operate the property for health care purposes. Accordingly, implied federal preemption applies to this property as well.

The Alaska Supreme Court, in *Ketchikan Gateway Borough*, acknowledged that federal law preempts state taxation where the activity is subject to comprehensive and pervasive federal oversight.⁵³ The federal and tribal interests in the instant case are clear and strong. Provision of Indian health care services is comprehensively and pervasively regulated; this is manifest both in the ISDEAA and in the Indian Health Care Improvement Act (IHCIA). Congress expressed its intention in the ISDEAA that those operating under self-determination contracts receive the same amount of funding as would the federal government if one of its departments was still providing the services in question. Congress's clear intent would be undercut if NSHC has to use its federal funding to pay property taxes from which IHS would be exempt.⁵⁴ In *Ramah Navajo*, the U.S. Supreme Court found that a similar depletion of federal funds to reimburse the contractor for state gross receipts taxes would contravene federal policy and Congress's intent and thus argued in favor of preemption.⁵⁵

Although tribes step into the shoes of the IHS when carrying out programs and providing services under the ISDEAA, the ultimate responsibility for those programs and services remains with IHS, which therefore retains a pervasive oversight role. Participation in the self-governance program requires a rigorous planning process and demonstration of financial stability and financial management capability for three (3) years.⁵⁶ ISDEAA contractors are subject to annual audits, with penalties for noncompliance with applicable cost principles.⁵⁷ And every ISDEAA agreement must, by law, include a provision allowing the Secretary to reassume operation of a program, and the associated funding, if the agency finds gross mismanagement or imminent danger to public health.⁵⁸ The regulations at 25 C.F.R. Part 900 and 42 C.F.R. Part 137 elaborate

⁵¹ 75 P.3d at 1049. 1048 n.27.

⁵² *Id.* at 1048, n.27.

⁵³ *Id.* at 1048.

⁵⁴ *Id.* at 1049–50 (Fabe, C.J., and Carpeneti, J., dissenting).

⁵⁵ 458 U.S. at 842.

⁵⁶ 25 U.S.C. § 5383(c)(1)(C).

⁵⁷ *Id.* § 5386(c).

⁵⁸ *Id.* § 5387(a)(2).

these and other limitations. As noted above, nothing in the ISDEAA abrogates or weakens the trust responsibility to tribes and individual Indians,⁵⁹ and IHS consequently retains comprehensive and pervasive oversight. In other words, NSHC is beyond the taxing authority of the state, and the borough is without the ability to apply, impose, assess, or levy borough property tax against NHSC.⁶⁰

Finally, in *Ketchikan Gateway Borough*, the Alaska Supreme Court also noted that while the rule of strict construction requires that “[t]axpayer exemptions are strictly construed against the taxpayer and in favor of the taxing authority . . . where the question is whether federal law requires the exemption of tribal interests from taxation, ambiguities in federal law should be resolved *in favor of the tribe*.”⁶¹ This further supports the application of the implied federal preemption doctrine to NSHC’s properties.

V. Alaska Law Exempts The Subject Property from Taxation

The Alaska Constitution provides that: “All, or any portion of, property used exclusively for non-profit religious, charitable, cemetery, or educational purposes, as defined by law, shall be exempt from taxation.”⁶² Pursuant to this provision, Alaska Statute (AS) 29.45.030(a)(3) provides that “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes” is exempt from general taxation. Alaska courts interpret “exclusive use” to require that all uses of the property be for the “direct and primary” exempt purpose.⁶³

The direct and primary use of the subject property has two exempt purposes, charitable and hospital. Charitable purposes are defined under Alaska law to mean a “broad scope” of activities given to the term:

It is quite clear that what is done out of good will and a desire to add to the improvement of the moral, mental, and physical welfare of the public generally comes within this meaning of the word “charity.” To crowd out coarseness, cruelty, brutality from social man undoubtedly results in this betterment.⁶⁴

⁵⁹ *E.g.*, *id.* § 5332(2); *id.* § 5329(c), Model Agreement § (d)(1) (“The United States reaffirms the trust responsibility of the United States” to the contracting tribe); *id.* § 5395(b) (“Nothing in this chapter shall be construed to diminish in any way the trust responsibility of the United States to Indian tribes and individual Indians . . .”).

⁶⁰ See 75 P.3d at 1046 (“federal law impliedly preempted *application* of the [state] tax”) (citing *Ramah Navajo*, 458 U.S. at 838) (emphasis added), 1047 (quoting the U.S. Supreme Court’s statement that in *Bracker*, the Court addressed the question of “whether [the state] could *impose* its motor carrier license and use fuel taxes on a [non-tribal-member company]”) (citing *Cotton Petroleum*, 490 U.S. at 184) (emphasis added); *Bracker*, 448 U.S. at 148 (“[i]n a variety of ways, the *assessment* of state taxes would obstruct federal policies”) (emphasis added), 152 (where implied federal preemption is found, states are without “the privilege of *levying* [the] tax”) (citing *Warren Trading Post Co. v. Ariz. State Tax Comm’n*, 380 U.S. 685, 691 (1965) (emphasis added)).

⁶¹ 75 P.3d at 1045 (citing *Cotton Petroleum Corp.*, 490 U.S. 163 at 177).

⁶² Alaska Const. art. IX, § 4.

⁶³ *Fairbanks North Star Borough v. Dená Nená Henash*, 88 P.3d 124 (Alaska 2004).

⁶⁴ *Matanuska–Susitna Borough v. King’s Lake Camp*, 439 P.2d 441, 445 (Alaska 1968) (quoting *Old Colony Trust Co. v. Welch*, 25 F.Supp. 45, 48 (D.Mass.1938))

The *Catholic Bishop* court characterized this statement as “the broad common law definition of ‘charity’” and observed that this definition reflects the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large.”⁶⁵

“Hospital purposes” have been defined in jurisdictions with an identical statutory and constitutional property tax exemption scheme as Alaska as purposes reasonably necessary for the accomplishment and fulfillment of the institution’s objectives and administration and are not limited solely to the direct provision of patient care. In *Norwegian American Hospital, Inc. v. Department of Revenue*, 210 Ill. App. 3d 318, 569 N.E.2d 83 (1st Dist. 1991); *Cedars of Lebanon v. Los Angeles County*, 221 P.2d 31, 35 (Cal. 1950) (incidental to and reasonably necessary to the accomplishment of hospital functions). Alaska courts have not defined “hospital purposes” but have held that the Alaska legislature and framers of the constitution intended for a broad definition of exempt purposes notwithstanding the canon of strict construction for tax exemptions. *Id.* (“charitable purposes” broadly defined); *McKee v. Evans*, 490 P.2d 1226, 1228-30 (“educational purposes” defined broadly)

The framers of Alaska’s constitution chose to pattern the property tax exemption after the standard state property tax exemptions of the day. *Cooley on Taxation* identifies the scope of exemption at that time in states with a property tax exemption based on exclusive use:

Even if the exemption is based upon the use made of the property, it is not limited to property actually indispensable unless the statute so expressly provides, but instead also includes property obviously appropriate and convenient to carry out the purposes of the corporation.

4 *Cooley, Taxation*, § 683, p. 1430. In fact, the framer’s colloquy during the Alaska Constitutional Convention does not impose a “necessity” requirement on the character of the use and does not require that the property’s use be indispensable to the institution, stating:

For example, the case of an office building owned by an educational institution, part of which is being *occupied by the institution itself for its own purposes*, and part of which is rented out at a profit. It’s the intention here that the part which is rented at a profit could be taxed.

ACCP 1111–12, 2332 (emphasis added). Alaska’s property tax exemption applies to “all” property used for the hospital’s “own purposes,” not qualified by what is deemed to be “reasonably necessary” or vitally necessary as the assessor has argued. *See McKee*, 490 P.2d at 1230–31 (no necessity standard imposed on use).

In this case, NSHC’s property is being used for the hospital’s own purposes. And, assuming for argument’s sake it must be shown to be a necessary use, NSHC has provided evidence that the parcel was acquired as part of a comprehensive plan and is necessary to expand

⁶⁵ 707 P.2d at 888 n. 37

medical services. Further, the property is for exclusive use by the hospital for its own charitable and hospital purposes. Parcels owned by a hospital which were part of general plan of site improvement reasonably necessary to continue survival and efficient administration of hospital as a charitable institution are entitled to tax exemption, notwithstanding that parcels were vacant. *Norwegian American Hosp, Inc. v. Dept. of Revenue*, 569 NE 2d 83 (1991).

In a dissent opinion, the Alaska Supreme Court argued that temporary vacancy of property owned by a charitable institution does not preclude tax exemption, *Citing, United Way of the Midlands v. Douglas County Bd. of Equalization*, 215 Neb. 1, 337 N.W.2d 103, 107 (1983) (“Often times a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”). The court’s majority stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied, “the unused space, when used, was intended to be used for tax-exempt purposes. By contrast . . . it is unknown how the unused space will be used, but it appears that at least for near-term purposes it will either be leased to others or used for other programs of [the Indian Corporation].”⁶⁶ In NSHC’s case, the vacant condition of this property is only temporary and is intended for use only by NSHC for its charitable and hospital purposes.

Accordingly, the subject parcel is exempt from tax pursuant to AS 29.45.030(a)(3).

⁶⁶ *Id.* at 1048 n.27 (citing *Dist. of Columbia v. Catholic Univ. of Am.*, 397 A.2d 915, 921–22 (D.C.1979); *Our Savior Lutheran Church v. Dep’t of Revenue*, 204 Ill. App. 3d 1055, 150 Ill. Dec. 395, 562 N.E. 2d 1198, 1201 (1990); and *United Way of the Midlands v. Douglas County Bd. of Equalization*, 215 Neb. 1, 337 N.W. 2d 103, 107 (1983)).

FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer’s Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The “Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service” among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC’s technical issue, OIT’s support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS’s contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled “Memorialization of Historical Level of PSFAs provided by ANMC and AANHS.” The PSFAs listed in this addendum are taken from NSHC’s FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

- 3.2.1** Acute patient care swing-bed;
- 3.2.2** Twenty-four hour emergency services, including those associated with being a Level IV trauma center;
- 3.2.3** Ambulatory care services, including after-hour nursing phone triage service;
- 3.2.4** Medevac/air ambulance services;
- 3.2.5** Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621f;
- 3.2.6** Specialty clinic support;
- 3.2.7** Sexual Assault Response Team (SART), including forensic exams and counseling of victims;
- 3.2.8** Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quynna Care Center;
- 3.2.9** Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;
- 3.2.10** Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;
 - 3.2.10.1** Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;
- 3.2.11** Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;
- 3.2.12** Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;
- 3.2.13** Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/Ps in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training end education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

- 3.8.1 preventing or controlling disease, injury, or disability;
- 3.8.2 reporting disease, injury, and vital events such as birth and death; and
- 3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC’s PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandatories associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to “Adjustments Due to Congressional Actions” as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC’s signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC’s FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC’s diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year’s U of O formula allocation to Alaska is designated as “routine” funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated “non-routine” funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC’s statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe’s full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer’s option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled “Adjustments, Due to Congressional Actions.” Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously “restricted” or “un-restricted” categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksruaq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaqutaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomedé Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one year notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (*e.g.*, Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1. 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome	Patient/Employee Housing 607 Division Street	Section 3.2.14; Section 3.5
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomede	Diomede Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective October 1, 2022

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.2.13; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Ikayuqti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	Section 3.5
Nome 300 Division Street	Warehouse/Storage West Campus	Section 3.5

Amended and Restated effective October 1, 2022

Item E.

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Nome 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19

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NATIVE VILLAGE OF

DIOMEDE

RESOLUTION NO. 94-01

RESOLUTION AUTHORIZING NORTON SOUND HEALTH CORPORATION TO ENTER INTO A SELF-GOVERNANCE COMPACT AND ANNUAL FUNDING AGREEMENT ON BEHALF OF THE NATIVE VILLAGE OF DIOMEDE.

WHEREAS, The Native Village of DIOMEDE is the federally recognized tribal governing body for the community of DIOMEDE located in the Bering Straits region of Alaska;

WHEREAS, The Native Village of DIOMEDE desires to support the objective of achieving maximum Alaska Native participation in the direction of health services furnished to Alaska Natives in the Bering Straits region so as to render such services more responsive to the needs and desires of Alaska Natives;

WHEREAS, Norton Sound Health Corporation ("NSHC") is the Alaska Native regional non-profit corporation authorized by tribal resolution to provide Indian Health Services and other health services on behalf of the federally recognized tribes within the Bering Straits region of Alaska;

WHEREAS, NSHC has been selected to participate in an unprecadented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended by P.L. 100-472 and P.L. 102-184, which is intended to improve and perpetuate the unique government-to-government relationship between Indian tribes and the Unites States, to strengthen tribal control over federal funding and program management, and to improve the quality of services provided to Native peoples;

WHEREAS, NSHC has successfully applied for and was awarded a Self-Governance Demonstration Project planning grant which evaluated all health services presently provided by NSHC to determine need and effectiveness, including, the redesign of services and program delivery systems, as well a evaluating the contracting of administrative functions and services presently provided by the Indian Health Services to Alaska Natives located in the Bering Straits region;

WHEREAS, The Native Village of DIOMEDE fully supports the goals and objectives of the Self-Governance Demonstration Project, and believes that participation in the Self-Governance Demonstration Project is likely to result in substantial benefit to all tribal governments and individual members throughout the Bering Straits region;

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NOW, THEREFORE, BE IT RESOLVED that the Native Village of DIOMEDE hereby authorizes NSHC to initiate all actions necessary to negotiate and enter into a Self-Governance Compact incorporating any and all Indian Health Services activities and functions as may be negotiated and an Annual Funding Agreement with the United States, to be effective October 1, 1994, and continuing, including, if applicable, a Self Governance Compact and Annual Funding Agreement in cooperation with other Alaska Tribal Organizations;

LET IT BE FURTHER RESOLVED that the authority granted by this resolution shall remain in effect until withdrawn by the Native Village of DIOMEDE; and

LET IT BE FURTHER RESOLVED that nothing herein shall be interpreted to alter the validity of the current and existing resolution authorizing NSHC to enter into a P.L. 93-638 contract with Indian Health Services.

Melvin E. Kazouktuk
President, MELVIN KAZOUKTUK

The Native Village of DIOMEDE.

CERTIFICATION

The foregoing resolution was adopted at a duly convened meeting of the Native Village of DIOMEDE, a quorum being present, by a vote of 5 in favor, 0 opposed, and 0 abstaining, this 31st day of JANUARY, 1994.

Melvin E. Kazouktuk
President, MELVIN KAZOUKTUK

The Native Village of DIOMEDE.

ATTEST: Darlene Akvassuk
Secretary, DARLENE AKVASSUK
The Native Village of DIOMEDE.

2/24

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RESOLUTION OF THE COUNCIL OF THE VILLAGE OF
ELIM

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, this policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS appointed by the tribal governments of communities served by ELIM; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of ELIM Alaska; and

WHEREAS, it is in the interest of the village of ELIM to ensure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

1. NORTON SOUND HEALTH CORPORATION for ELIM village ELIM, ALASKA representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.
2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE N.S.H.C. BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.

3. NORTON SOUND HEALTH CORPORATION shall keep the village of ELIM informed about its activities by corresponding or communicating with ELIM at ELIM, ALASKA

and the corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.

4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.

5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.

6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council in accordance with the terms and conditions herein.

7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redelegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.

President I R A Council *Elin at*
(Title)

Lincoln Moore
Certification

The foregoing resolution was adopted at a duly convened meeting of the Village Council of ELIM, ALASKA, a quorum being present this 16th day of NOVEMBER 1978.

William H. [Signature]
Secretary

**NORTON SOUND HEALTH CORPORATION
BOARD BYLAWS**

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 27, 2017**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION****ARTICLE I. PURPOSES AND POWERS**

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation's service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.1 BOARD AUTHORITY.

1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors ("the Board"). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

-
- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies.
2. **Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y) discloses every conviction of the director. In these bylaws, "conviction" shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director's Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on

the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

- 3. State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
- a. Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a “barrier crime” as defined in 7 AAC 10;
 - b. Each director shall immediately notify the Chairperson after being charged with a “barrier crime” as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c. Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d. Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.
- 4. Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board

shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.

- 5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, “a resident of such village” shall mean a resident of such village or other community in the Bering Straits Region where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

- 1. **Directors.** Qualified directors shall be selected as follows:

- a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomede	1
Mary’s Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

- b. The Nome City Council shall select one director;
- c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

2. **The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
3. **The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

1. **Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
2. **Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.
3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate

shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.

6. **Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

1. **Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.
3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.

9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

1. **Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or

immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

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2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
 3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
 4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and
 - (2) The directors discuss a matter on which the Board is empowered to act.
 - b. **The following meetings shall not be open to the public:**
 - (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
 - (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
 - (3) Meetings of hospital medical staff;
 - (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
 - (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.
 - b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
 - c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
 - d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.
2. **Committee Meetings, Special Board Meetings and Emergency Meetings.** Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in

writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.
- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
- g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the

time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.

3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.
2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;

- e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
4. **Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment

of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.

- 2. Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
- a. Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
- b. Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
- (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;
 - (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
- c. Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
- (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;

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- (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
 - d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
 - e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.
 - f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
 - g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
 3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
 - a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of

Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:

- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
- (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
- (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
- (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;
- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;

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- (9) see that an integrated patient safety program is implemented at all clinical facilities;
 - (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
 - (11) perform such other duties as may be assigned to it by the Board of Directors.
- b. Board Compliance Committee.** The Board Compliance Committee shall consist of seven persons who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:
- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;
 - (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
 - (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
 - (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.
- c. Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the

committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs.

d. **Bylaws, Personnel and Policy Review Committee.** The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:

- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
- (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
- (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;
- (4) review all finance policies and amendments thereto proposed by the finance committee;
- (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
- (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
- (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
- (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.

e. **Finance and Audit Committee.** The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall

provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.

- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:
- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations to the Board regarding the implementation of such programs and policies;
 - (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
 - (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
 - (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
 - (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
 - (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.
- g. **Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her

designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.

- h. Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
- 4. Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
- 5. Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
- 6. Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.

7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

1. **Qualifications.** The Chairperson of the Board must have:
 - a. The confidence of the Board to represent them on their behalf;
 - b. The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c. The ability to present himself or herself in a professional and respectful manner;

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- d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.
2. **Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.
3. **Chairperson's Resignation.**
- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
 - b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited

by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and
6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. President/CEO.

- a. Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.
- b. Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
- c. Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
- d. Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.

- 2. Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the

President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-

voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

- 1. Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
- 2. Responsibilities of the Medical Staff.**
 - a.** The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.

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- b. The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
- (1) appointments, reappointments, and other changes in staff status;
 - (2) granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency and patient care; and
 - (5) such specific matters as may be referred to it by the Board.
- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.
3. **Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings.** The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.
4. **Medical Staff Membership and Privileges.**
- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
 - b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice

President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and

such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. et. seq. or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.

The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.

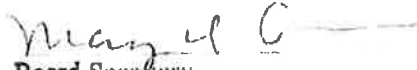
ARTICLE VIII. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held September 27, 2017, at which a quorum was present.


Board Chairperson


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation ("NSHC"):

I, _____, am a
 ___ director ___ alternate ___ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:
 - Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
 - Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
 - A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
 - A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
 - A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term "convicted" means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been "expunged" which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.
3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC's Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 27, 2017

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above:

<u>Criminal Charge</u>	<u>Date</u>	<u>State/Federal Court</u>

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____
Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this ____ day of _____, _____.

Name of Entity: _____
By: _____
Title: _____

Approved September 27, 2017

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

Approved September 27, 2017

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted

by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #:

Item F.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 0 0 1 . 2 2 1 . 0 5 A

Property legal description: Block 91, Lot 3 & 4, Mineral Survey, Other

Print Owner's Name: Norton Sound Health Corporation

Owner's Mailing Address: PO Box 966, Day Phone: () 443 3337

Nome, AK 99762, Evening Phone: ()

Address to which all correspondence should be mailed (if different than above):

Please also email all information to: dpardee@nshcorp.org

2)

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Row 1: \$69,300, \$953,100, \$1,022,400. Row 2: Owner's Estimate of Value.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

Total Taxable Value should be \$0.00

Basis for Exemption: AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); Federal Preemption; Sovereign Immunity

See Attached

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Signature of owner or authorized agent: [Signature], Date signed: 4/25/23, Print Name (if different from item # 1): Angie Gorn

SUBSCRIBED and SWORN to before me this 25 day of April, 2023

NOTARY PUBLIC in and for the STATE of ALASKA:

Commission Expires: 03-26-2024

Seal:



Appeal#:

4)

Assessor's Decision	From:	Land: 69,300 -	Building: 953,100 -	Total: 1,022,400 -
	To:	69,300 -	953,100 -	1,022,400 -

Assessor's Reason for Decision: RECOMMENDED DENIAL OF APPEAL - AS IT DOES DISPUTE VALUATION, RATHER DISPUTES WHETHER ENTRY IS EXEMPT FROM TAXATION.
BOARDS OF EQUALIZATION CONVEINE TO CONSIDER VALUATION ISSUES SOLELY.
AN ADDITION PROPERTY APPEALED ON SAME GROUNDS IN 2022. AND IS CURRENTLY ADDRESSED IN THE COURT SYSTEM - WITHOUT RESOLUTION AT PRESENT.
RECOMMEND DENIAL,

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

25 APRIL 2023 [Signature] 1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

[Signature] 4/25/23 Angie Gorn
 Signature of owner or authorized agent Date Printed Name

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

Item F.

January 24, 2023

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

Re: 2023 Applications for Municipal Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2023 Municipal Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Jack, Block MS 1800 192.1.120
2. Thelma, Block MS 1800 192.1.125
3. Gold Hill, Block MS 1800 192.1.130
4. Block 91 Lot 3 & 4 001.221.05A
5. Block MS 1298 192.1.085
6. Block 33 Lot 19 001.131.01A
7. Block 116 Lot 1A 001.115.01
8. Block 110 Lot 3A 001.211.03B
9. Block 110 Lot 1-2 001.211.03A
10. Block 127 Lot 7A 001.201.05
11. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2023 Applications for Municipal Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281 - 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

RECEIVED

Item F.

JAN 30 2023

CITY OF NOME
CLERK'S DEPARTMENT

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
A separate application must be filed for each legally described lot or parcel of real property.
The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 - 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. Applicant: Norton Sound Health Corporation, Phone: 443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES

2. Type of Exemption Requested:

REAL PROPERTY [X] PERSONAL PROPERTY [X]

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block 91 Lot 3 & 4 001.221.05A

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.):

NIA

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

NIA

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

NIA See answer to #5 above

2023 Application for Municipal Tax Exemption

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: 7 Plex

Legal Description: Block 91 Lot 3 & 4, 001.221.05A

4) Basis for exemption. AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity.

5) Property is owned by NSHC, an Indian tribal government entity. Property is used exclusively for hospital and charitable purposes and operation of the Indian Health Service's integrated health care system in the Bering Strait region, pursuant to the Indian Self Determination and Education Assistance Act.

This property houses hospital employees, including doctors and nurses. It also houses visiting doctors and nurses from various agencies, these are referred to as Contract Labor or locums. Housing is necessary, integral and directly connected to the operation of the hospital; without housing the hospital could not sufficiently staff and support its operations to provide essential healthcare services. Direct hire NSHC employees staying in this property are taxed for a period of 30 days and then charged rent. The rent charged does not include costs such as maintenance, snow removal, insurance, or depreciation. Rent is not charged to visiting essential workers (contract labor or locums); NSHC does not intend to make a profit from utilization of this property and does not in fact generate a profit from use of the property as housing.

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

NIA

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

NIA

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

None

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 24th day of January, Year 2023.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation
APPLICANT

Cherie Golen
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Name N/A
On this 24 day of January, 2023

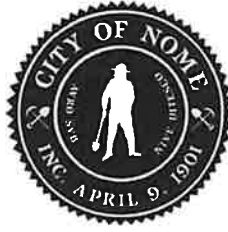
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 9/20/2026

THOMAS SIMONSSON
Notary Public
State of Alaska
My Commission Expires Sep 20, 2026

City Clerk Use Only:
Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item F.



NORTON SOUND HEALTH CORP
PO BOX 966
NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
117 W 5TH AVE APTS 101-201	001.221.05A	3/29/2023	4/28/2023

Property Information

Lot Size: 14000 SF; Lot: 3-4; BLK: 91; Subdivision: NOME TOWNSITE; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$69,300	\$953,100	\$1,022,400
Exemptions			\$0
Taxable Value	\$69,300	\$953,100	\$1,022,400

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
PO Box 281 Nome, AK 99762
Phone #: (907) 443-6663 Fax#: (907) 443-5345

**Attachment to Administrative Review and Appeal Form
Block 91, Lots 3 & 4, 117 101-201 W. 5th Avenue (“7 Plex”)**

I. Allegations of Error By Assessor

- A. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(8). AS 29.45.030(a)(8) exempts from tax “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law....” The city of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. Constitution. U.S. Const., art. VI, cl. 2. Properties used to carry out federal programs and that are subject to comprehensive and pervasive federal oversight, like the NSHC properties at issue here, are exempt from state or local taxation. Federal preemption is a jurisdictional bar to the City of Nome’s property taxation scheme.
- B. The assessor erred by denying full property tax exemption to NSHC based on NSHC’s sovereign immunity. NSHC is an arm of its member tribes performing essential governmental services to its member tribes’ beneficiaries, pursuant self-determination contracts under the ISDEAA for health services, and as such enjoys tribal sovereign immunity. Sovereign immunity is a jurisdictional bar to the City of Nome’s assessment and collection of property tax on NSHC. There is no *in rem* exception to tribal sovereign immunity.
- C. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(3). AS 29.45.030(a)(3) exempts from property tax “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes.” All portions of properties owned by NSHC are exclusively used for nonprofit hospital AND charitable purposes.

II. Property Use Description

1. General Scope of Activities on Hospital-Owned Properties.

The Norton Sound Health Corporation (NSHC) is a tribally owned and operated, independent, not-for-profit healthcare organization founded in 1970 to meet the healthcare needs of the Inupiat, Siberian Yup’ik, and Yup’ik people of the Bering Strait region. NSHC is governed by a 22-member board of directors who represent all communities and areas of the Bering Strait region, a 44,000 square-mile section of Northwestern Alaska. The NSHC service area encompasses these 44,000 square miles. NSHC is the only regional health system serving Northwestern Alaska.

The NSHC healthcare system includes a tribally owned regional hospital which is operated pursuant to an Indian Self-Determination and Education Assistance Act (ISDEAA) agreement. NSHC operates health facilities and provides health care services to Alaska Natives and other beneficiaries pursuant to the Alaska Tribal Health Compact (ATHC), a multi-tribe self-governance compact with the Indian Health Service (IHS) under Title V of the ISDEAA, 25

U.S.C. § 5381, et seq., and funding agreements (FAs), which include program funding amounts that are negotiated for each fiscal year between the IHS and NSHC to fund the programs, functions, services, and activities (PFSAs) that NSHC performs on behalf of IHS. IHS funds the administration of the PFSAs, including the operation of the hospital facilities in Nome, that NSHC has contracted to perform on behalf of IHS.¹

NSHC is an “instrumentality” of the United States in providing healthcare services under Title V of the ISDEAA. Healthcare services are federal PFSAs provided under the ISDEAA pursuant to the federal trust responsibility to Indians for health care.²

The ISDEAA deems tribes and tribal organizations carrying out ISDEAA agreements to be federal executive agencies for purposes of coverage under the Federal Tort Claims Act (FTCA) and access to federal sources of supply.³ NSHC employees, like employees of other tribal entities operating agreements with IHS under the ISDEAA, are similarly equally covered by the FTCA and are “federal employees” for these purposes.⁴ The ISDEAA also authorizes tribal contractors and compactors to perform personal services otherwise performed by federal employees in determining eligibility for IHS services and benefits, the amounts of such services and benefits, and how such services and benefits should be provided.⁵ In addition, tribal facilities operated under the ISDEAA are interpreted by the Centers for Medicare and Medicaid Services as IHS facilities for purposes of the 100 percent Federal Medical Assistance Percentage under Section 1905 of the Social Security Act.⁶

The ATHC expressly provides that ATHC co-signers, such as NSHC, “are deemed by statute to be part of the Public Health Service (PHS), and the employees of the Tribes and Co-Signers are deemed by statute to be part of or employed by the Public Health Service, for purposes of coverage under the [FTCA],” while performing PFSAs under the ATHC’s compact and as described in its Funding Agreement.⁷ The current NSHC Funding Agreement expressly provides that “support services required to support the provision of health services,” including human resources activities, administration and board support, performance management, financial functions, and the provision of staff housing, are part of the scope of work,⁸ as is the training of community health aides;⁹ emergency medical services training for staff and

¹ 25 U.S.C. § 5325; 25 U.S.C. § 5396(a) (mandatory application of § 5325 to Title V agreements).

² 25 U.S.C. § 1602.

³ 25 U.S.C. §§ 450f(d) and 450j(k).

⁴ See 25 U.S.C. §§ 5321(d) and 5396(a); *M.J. ex rel. Beebe v. United States*, 721 F.3d 1079, 1084 (9th Cir. 2013).

⁵ 25 USC § 450j(g).

⁶ 42 U.S.C. § 1396(d).

⁷ See ATHC Article V Sec. 3(a).

⁸ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Human Health And Human Services Of The United States of America Fiscal Years 2018-2020 § 3.5.

⁹ *Id.* §§ 3.4.4, 3.4.5.

community members throughout the region,¹⁰ and the provision of lodging for patients, family members of patients, and their escorts.¹¹

2. Specific Use of 7-Plex.

This building houses doctors and nurses who are working at the hospital. Doctors are on a one-month on, one-month off rotation. Doctors and nurses are on call 24 hours for emergencies and must be within a few minutes of the hospital. The building is located conveniently, within walking distance, to the in-patient hospital facility. There are no efficient or feasible short-term rentals in the Nome area. The housing is offered to the doctors for free and has been a necessary incentive to attract qualified medical personnel to work in the remote area of Nome, Alaska. Similarly, nurses are hired on a contract basis from all over the United States due to a shortage in Alaska for qualified medical personnel. Again, the housing is provided free to these contract nurses and is a necessary incentive to attract qualified nursing staff. See, AB Staffing contract. The provision of housing to medical personnel is also required by the NSHC funding agreement.

Ninety-eight percent (98%) of the occupancy of this building is medical staff as described above. The other two percent (2%) is temporary housing for new hires of the hospital system. New hires are provided housing here, rent-free, for 30 days. This is to allow them time to find permanent housing. Sometimes new hires stay on somewhat longer than 30 days, and are charged nominal rent during that stay-over period. (See attached, Corporate Housing Payroll Deduction Form). NSHC does not generate a profit from this temporary rental to new-hires. (See attached, Corporate Housing Analysis).

III. NSHC Enjoys the Sovereign Immunity of its Member Tribes and is Immune from Suits to Collect Taxes

Tribal healthcare entities like NSHC performing self-determination contracts under the ISDEAA for health services enjoy sovereign immunity,¹² including those operating off-reservation.¹³ “Indian tribes have long been recognized as possessing the common-law immunity from suit traditionally enjoyed by sovereign powers.”¹⁴ “As a matter of federal law, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has waived its immunity.”¹⁵ “[T]ribal immunity is a matter of federal law and is not subject to diminution by the States.”¹⁶ Tribal immunity extends to tribal governing bodies and to tribal

¹⁰ *Id.* § 3.4.7.

¹¹ *Id.* at § 3.2.14.

¹² *Manzano v. S. Indian Health Council, Inc.*, No. 20-cv-02130-BAS-BGS, 2021 WL 2826072, at *1 (S.D. Cal. July 7, 2021) (non-profit healthcare corporation formed by membership of seven tribes entitled to sovereign immunity).

¹³ See *Pink v. Modoc Indian Health Proj., Inc.*, 157 F.3d 1185, 1189 (9th Cir. 1998) (nonprofit corporation created and controlled by two tribes entitled to sovereign immunity).

¹⁴ *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978).

¹⁵ *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998) (citations omitted).

¹⁶ *Id.* at 756 (citations omitted).

agencies or entities that act as an “arm of the tribe.”¹⁷ Lastly, “[i]t is settled that a waiver of [tribal] sovereign immunity cannot be implied but must be unequivocally expressed.”¹⁸

In *Barron v. Alaska Native Tribal Health Consortium*, the U.S. District Court for the District of Alaska held a tribal health consortium organization enjoyed sovereign immunity where the organization was formed by Alaska Native tribes; its creation was authorized pursuant to the ISDEAA; it received federal funding to conduct activities that benefitted tribal members; the structure of its board placed control over its ownership and management in representatives of the Alaska Native tribes; its purpose of entering into self-determination and self-governance agreements was “core to the notion of sovereignty”; and it received federal funding “to carry out governmental functions critical to Alaska Native tribes,” i.e., healthcare services.¹⁹ Like the entity in *Barron*, and as more fully discussed below, NSHC shares these same attributes.

Tribal immunity extends to suits to collect unpaid taxes. This is because, as the U.S. Supreme Court noted in *Oklahoma Tax Commission v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, “[a]lthough Congress has occasionally authorized limited classes of suits against Indian tribes, it has never authorized suits to enforce tax assessments.”²⁰

In the U.S. Circuit Court of Appeals for the Ninth Circuit, where NSHC is located, courts look to the following factors to determine whether a tribal entity functions as an “arm of the tribe” and is therefore entitled to share in the tribe’s sovereign immunity: “(1) the method of creation of the economic entities; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) the tribe’s intent with respect to the sharing of its sovereign immunity; and (5) the financial relationship between the tribe and the entities.”²¹ In *White v. University of California*, the Ninth Circuit upheld the

¹⁷ *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718, 725 (9th Cir. 2008).

¹⁸ *Santa Clara Pueblo*, 436 U.S. at 58 (citation omitted) (internal quotation omitted).

¹⁹ 373 F.Supp.3d 1232, 1239–40 (D. Alaska 2019).

²⁰ 498 U.S. 505, 510 (1991) (emphasis added).

²¹ *White v. Univ. of Cal.*, 765 F.3d at 1025 (2014) (citation omitted). Although not included in the Ninth Circuit’s “arm of the tribe” test, an additional factor is examined by the Tenth Circuit: “the policies underlying tribal sovereign immunity and its connection to tribal economic development, and whether those policies are served by granting immunity to the economic entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino and Resort*, 629 F.3d 1173, 1187 (2010).

Here, a grant of immunity to NSHC furthers the policies underlying tribal sovereign immunity. The doctrine of tribal sovereign immunity exists in order to avoid “interference with tribal autonomy and self-government,” *Santa Clara Pueblo*, 436 U.S. at 59, and “infringe[ment] on the right of the Indians to govern themselves.” *Williams v. Lee*, 358 U.S. 217, 223 (1959). Like the doctrine of tribal sovereign immunity, the fundamental policy underlying the ISDEAA is to enhance tribal autonomy and control in the provision of services to tribal communities. *See, e.g.*, 25 U.S.C. § 5302(a) (declaring that policy of ISDEAA is to assure “maximum Indian participation in the direction of educational as well as other Federal services to Indian communities so as to render such services more responsive to the needs and desires of those communities”). NSHC has taken on the entire federal responsibility for health care services for its member tribes. The essential federal-tribal nature of the ISDEAA program and the fact ISDEAA programs are funded by the federal resources that would have been spent on programs serving those tribes shows that NSHC is completely financially dependent on the tribes’ right to ISDEAA funding, and has stepped into the tribes’ shoes and operates as the “health arm” of its member tribes. Because NSHC has stepped into the shoes of its member tribes as the “health arm” of those tribes in order to enter a government-to-government relationship with the United States, NSHC’s immunity from suit protects the tribal autonomy of NSHC’s member governments.

district court's application of this test to hold that a tribal repatriation committee formed by twelve tribes was entitled to sovereign immunity because it was created by resolution of each of the tribes; comprised solely of tribal members appointed by each tribe; funded exclusively by the tribes; and its purpose, "to recover remains and educate the public, [was] 'core to the notion of sovereignty.'"²² And in *Pink v. Modoc Indian Health Project, Inc.*, the court held that a subsidiary tribal entity established and controlled by several tribes to provide health care services was protected by sovereign immunity.²³

1. NSHC's method of creation supports immunity.

NSHC was incorporated on November 27, 1970 under the Alaska Non-Profit Corporation Act. Article VII of the NSHC Articles of Incorporation names three individuals representing the Alaska Native villages of Shaktoolik, Gambell, and Teller to the initial Board of Directors, and Article VIII shows the same three Village representatives as the initial incorporators. The formation and governance of NSHC was thereby tied directly to the member Villages. Article I and Article III of the Articles of Incorporation also provide that NSHC shall be "non-profit in nature," weighing in favor of treating it as an arm of the tribes. It is clear that NSHC's member tribes have delegated their governmental, rather than commercial, responsibility to provide health care to NSHC, which is not a for-profit venture but a vehicle for providing government health services.

2. NSHC's purpose to provide governmental health care supports immunity.

NSHC's Bylaws, adopted in 1977 and revised in 1978–79, expressly establish the Corporations purposes as follows:

1. To establish and maintain facilities, including but not limited to hospital and clinics, for the care of people suffering from injury, illness or disability requiring medical and hospital services and utilizing both inpatient and outpatient facilities and services, such care to be given regardless of the person's race, color, creed, age, sex, nationality or ability to pay.
2. To participate, so far as the circumstances may warrant, in any activity to promote the general health of the principal area.
3. To carry on educational programs, including the training of healing arts personnel, relating to rendering care to the sick and the promotion of health and the maintenance of high health care standards.
4. To advance general community understanding of, confidence in and proper use of the total program of health services.
5. To carry out the foregoing purposes [through the receipt and disbursement of funds and assets].

Each of these purposes reflects the delegation from the member tribes of their respective governmental health care responsibilities to NSHC. Indeed, the purpose of NSHC is to "step

²² *White*, 765 F.3d at 1025.

²³ 157 F.3d at 1188–89.

into the shoes” of the federal government to carry out, through the ISDEAA, the United States’ responsibility to provide health care for Alaska Native and American Indian people.²⁴

3. The tribal governments’ close ownership, and management and control of NSHC support immunity.

NSHC is structured such that NSHC’s member tribes directly control the governance of NSHC. Article IV of the Bylaws established a Board of Directors of 22 elected directors. Each of the 16 member villages elects one representative to the Board of Directors, and the Nome Eskimo Community elects two directors. The Nome City Council may elect one director, and the Board of Directors, among themselves, elects three additional directors representing Nome. Article V provides that the NSHC officers, including the Chairman, are elected from among the Board of Directors.

To this point, in 1980, the United States Department of the Interior unequivocally determined, based on the member tribal organizations’ direct control of NSHC, that NSHC is an arm of the member tribes.²⁵

In his Memorandum, Alaska Regional Solicitor Dennis J. Hopewell informed the BIA Area Director, Juneau Area Office that “[NSHC] is not only considered the ‘health arm’ of the Bering Straits Native Corporation . . . which is a recognized Indian tribe . . . but the Norton Sound Health Corporation is controlled, sanctioned and chartered by other tribal governing bodies.” Hopewell considered the NSHC Bylaws to be conclusive evidence of NSHC’s direct control by its member tribal entities, stating “[s]ince the Bylaws for the [NSHC] also spell out that ‘[t]he management of the property, funds, affairs and business of this Corporation shall be vested in a Board of Directors consisting of ...’ the members listed above, there can be no doubt that the corporation is controlled by tribal governing bodies.” Hopewell found that NSHC “in addition to being controlled by, is also sanctioned and chartered by such tribal governing bodies,” and “[t]his representation also shows that the operation and management of [NSHC] includes the maximum participation of Indians in all phases of its activities.”

4. The tribal governments intended that NSHC share in their tribal sovereign immunity.

In 1975, Congress signed the ISDEAA (Pub. L. No. 93-638) into law. In 1978 and 1979, NSHC’s member Alaska Native Villages each executed resolutions authorizing NSHC to enter contracts and grants with the United States on their behalf.²⁶ In 1994, the member Villages executed additional resolutions, which provide the current authority for NSHC to enter into the compact and funding agreements.²⁷

²⁴ See 25 U.S.C. § 5302.

²⁵ Status of Norton Sound Health Corporation As A Tribal Organization Pursuant to P.L. 93-638.

²⁶ A representative resolution from the Native Village of Elim is attached [hereafter Elim Resolution].

²⁷ A representative resolution from the Native Village of Diomedé is attached.

Each resolution acknowledged that Congress enacted the ISDEAA as a “far reaching Indian Self-Determination Policy” that “grants Alaska Native villages the *sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government* under Public Law 93-638 for the provision of Government services to Native peoples.”²⁸ The resolutions further note that NSHC “has village representation and traditionally provided information both to and from the village on health related matters” and that NSHC “is controlled and operated by a Board of Directors appointed by the tribal governments” of its member communities.²⁹

In recognition of the foregoing, the resolutions authorize NSHC “to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people” in the region.³⁰ The resolutions further authorize NSHC and its Board of Directors “to act on behalf of this village on health and related services” and “to accept funding for health and related service projects for this village from all funding agencies private and public.”³¹ The United States Supreme Court has noted that “[t]he common law sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and self-governance.”³² The resolutions’ provisions that NSHC would “act on behalf” of the villages as their health arm and delegation of governmental duties to NSHC reflects their intent that NSHC would share in the “corollary” privilege of immunity from suit in carrying out those functions.

5. NSHC is wholly financially dependent on the member tribes’ assignment of their right to contract with IHS to provide health services to their members.

Under the ATHC, all Alaska tribes participate in the delivery of health care services to their members and other beneficiaries in accordance with the principles of tribal self-governance. The Compact allowed NSHC, on behalf of its member tribes, to enter into a government-to-government relationship with the United States. Since 1994, NSHC has participated each year with other co-signers and the IHS in the negotiation of funding agreements and amendments to the ATHC.

The funding agreement (FA) NSHC negotiates annually with IHS on behalf of the member tribes includes a broad scope of work covering a wide variety of health care services, from hospital and clinic services to long-term care, from dental services to lodging for patients.³³ In fact, while NSHC is the *signatory* to the funding agreement, the *parties* to the FA are the HHS Secretary and NSHC’s member villages themselves. The 2018 Funding Agreement, titled

²⁸ See, e.g., Elim Resolution at 1 (emphasis added).

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Ibid.*

³² *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng'g*, 476 U.S. 877, 890 (1986) (emphasis added).

³³ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Health And Human Services Of The United States Of America Fiscal Years 2018-2020 §§ 3.2, 3.4.1, and 3.2.14.

“Funding Agreement Between Certain Alaska Native Tribes Served by the Norton Sound Health Corporation and the Secretary Of Health And Human Services Of The United States Of America,” states:

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.³⁴

Section 2.1 of the 2018 FA “obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC.” Section 5.2 provides these resources represent the entirety of the member Tribes’ entitlement to these funds: “NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA.” Section 4 of the 2018 FA describes the total FY 2018 funding made available to NSHC from funds that would otherwise be allocated to NSHC’s member tribes. Without the Compact and Funding Agreements, through which NSHC performs governmental functions for their member villages, NSHC would be unable to function. Accordingly, the financial relationship between NSHC and the tribal entities supports NSHC’s immunity.³⁵

In substance and in form, NSHC serves as an arm of its member tribes. NSHC is dependent on the authorization and support of its member tribal governments to operate, and it fills a critically under-resourced governmental function—far different from a private, for-profit economic venture or other state-incorporated non-profits that may operate in the public sector but are not fulfilling government functions. NSHC shares in the sovereign immunity of its member tribes, and this immunity from suit extends to suits to collect unpaid taxes. This sovereign immunity operates unless specifically and unequivocally waived, and NSHC has not waived its immunity.

IV. The City’s Taxation is Preempted by Federal Law

Alaska Statute 29.45.030(a)(8) exempts from tax, “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The City of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. The Alaska Supreme Court itself has applied the doctrine to preempt borough property taxation on “*all space in a building that contains a tribally operated clinic.*”³⁶

³⁴ *Id.* at 1.

³⁵ See *White*, 765 F.3d at 1025 (fact that entity was funded solely by the tribe supported determination that entity was an “arm of the tribe” entitled to immunity).

³⁶ *Ketchikan Gateway Borough v. Ketchikan Indian Corp.*, 75 P.3d 1042, 1044 (2003) (emphasis added).

Under the implied federal preemption doctrine, space that is used to carry out federal programs and that is subject to “comprehensive and pervasive federal oversight” is exempt from state or local taxation.³⁷ The U.S. Supreme Court has applied the implied federal preemption doctrine to the fields of tribal timber in *White Mountain Apache Tribe v. Bracker*,³⁸ and Indian education in *Ramah Navajo School Board, Inc. v. Bureau of Revenue, New Mexico*.³⁹ Like tribal timber and Indian education, Indian healthcare is subject to comprehensive and pervasive federal oversight, preempting the application of borough property taxes.

In *Ramah Navajo*, the U.S. Supreme Court found that the “[f]ederal regulation of the construction and financing of Indian education institutions is both comprehensive and pervasive.”⁴⁰ The Court cited the federal policy of Indian self-determination, and in particular its codification and application to education in the ISDEAA and its “detailed and comprehensive” regulations.⁴¹ By contrast, the state provided little support for Indian education, asserting only its general interest in raising revenue through taxation.⁴² Thus, the federal and tribal interests outweighed those of the state under the preemption test.⁴³

In *Ketchikan Gateway Borough v. Ketchikan Indian Corporation*, in a case strikingly similar to the instant matter, the Alaska Supreme Court upheld application of the implied federal preemption doctrine to exempt from borough taxes “all space in a building that contains a tribally operated clinic.”⁴⁴ In that case, the tribally operated clinic was funded by the IHS and operated on land conveyed by the United States.⁴⁵ The only space held not to be exempt from taxation was “space not committed to use by the clinic,” because it was “uncertain how the uncommitted space would be used” and it “appear[ed] that at least for near-term purposes it [would] either be leased to others or used for other [i.e., non-clinic-related] programs of [the Indian corporation].”⁴⁶ The court stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied to vacant property, “the unused space, when used, was intended to be used for tax-exempt purposes.”⁴⁷

³⁷ *Id.* at 1048.

³⁸ 448 U.S. 136, 146–47 (1980).

³⁹ 458 U.S. 832 (1982)

⁴⁰ *Id.* at 839.

⁴¹ *Id.* at 839–40 .

⁴² *Id.* at 841–42.

⁴³ *Id.* at 843.

⁴⁴ 75 P.3d at 1044 (emphasis added).

⁴⁵ *Id.*

⁴⁶ *Id.* at 1049, 1048 n.27.

⁴⁷ *Id.* at 1048, n.27 (citations omitted). See also *United Way of the Midlands v. Douglas Cnty. Bd. of Equal.*, 337 N.W.2d 103, 107 (Neb. 1983) (“Oftentimes a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”); *Our Savior Lutheran Church v. Dep’t of Revenue*, 562 N.E.2d 1198, 1201 (Ill. 1990) (“We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”). The latter case was cited positively by the *Ketchikan Gateway* court. 75 P.3d at 1048, n.27.

In *Ketchikan Gateway*, the Alaska Supreme Court noted that federal preemption in Indian tax cases is quite different from federal preemption in other areas of the law, which require a clear statement from Congress of its intent to displace state law.⁴⁸ Instead, the U.S. Supreme Court has developed a “flexible pre-emption analysis sensitive to the particular facts and legislation involved” and “requires a particularized examination of the relevant state, federal, and tribal interests.”⁴⁹ As the U.S. Supreme Court instructed in *Ramah Navajo*, there is no requirement for a statute to “express the intention to pre-empt” state taxation, with the Court confirming that “[t]his argument is clearly foreclosed by our precedents.”⁵⁰

This property is integral to the provision of healthcare under NSHC’s ISDEAA agreement. As programs and services that support the healthcare operations are included under the scope of work as defined in NSHC’s Funding Agreement, all areas used for human resources, administration and board support, performance management, training, medical personnel housing, patient housing, and financial function are integral to NSHC’s healthcare operations under the ISDEAA.

The Alaska Supreme Court, in *Ketchikan Gateway Borough*, acknowledged that federal law preempts state taxation where the activity is subject to comprehensive and pervasive federal oversight.⁵¹ The federal and tribal interests in the instant case are clear and strong. Provision of Indian health care services is comprehensively and pervasively regulated; this is manifest both in the ISDEAA and in the Indian Health Care Improvement Act (IHCIA). Congress expressed its intention in the ISDEAA that those operating under self-determination contracts receive the same amount of funding as would the federal government if one of its departments was still providing the services in question. Congress’s clear intent would be undercut if NSHC has to use its federal funding to pay property taxes from which IHS would be exempt.⁵² In *Ramah Navajo*, the U.S. Supreme Court found that a similar depletion of federal funds to reimburse the contractor for state gross receipts taxes would contravene federal policy and Congress’s intent and thus argued in favor of preemption.⁵³

Although tribes step into the shoes of the IHS when carrying out programs and providing services under the ISDEAA, the ultimate responsibility for those programs and services remains with IHS, which therefore retains a pervasive oversight role. Participation in the self-governance program requires a rigorous planning process and demonstration of financial stability and financial management capability for three (3) years.⁵⁴ ISDEAA contractors are subject to annual audits, with penalties for noncompliance with applicable cost principles.⁵⁵ And every ISDEAA

⁴⁸ *Id.* at 1046.

⁴⁹ *Id.* (quoting *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 176 (1989) and *Ramah Navajo*, 458 U.S. at 838).

⁵⁰ 458 U.S. at 843.

⁵¹ 75 P.3d at 1048.

⁵² *Id.* at 1049–50 (Fabe, C.J., and Carpeneti, J., dissenting).

⁵³ 458 U.S. at 842.

⁵⁴ 25 U.S.C. § 5383(c)(1)(C).

⁵⁵ *Id.* § 5386(c).

agreement must, by law, include a provision allowing the Secretary to reassume operation of a program, and the associated funding, if the agency finds gross mismanagement or imminent danger to public health.⁵⁶ The regulations at 25 C.F.R. Part 900 and 42 C.F.R. Part 137 elaborate these and other limitations. As noted above, nothing in the ISDEAA abrogates or weakens the trust responsibility to tribes and individual Indians,⁵⁷ and IHS consequently retains comprehensive and pervasive oversight. In other words, NSHC is beyond the taxing authority of the state, and the borough is without the ability to apply, impose, assess, or levy borough property tax against NHSC.⁵⁸

Finally, in *Ketchikan Gateway Borough*, the Alaska Supreme Court also noted that while the rule of strict construction requires that “[t]axpayer exemptions are strictly construed against the taxpayer and in favor of the taxing authority . . . where the question is whether federal law requires the exemption of tribal interests from taxation, ambiguities in federal law should be resolved *in favor of the tribe*.”⁵⁹ This further supports the application of the implied federal preemption doctrine to NSHC’s properties.

V. Alaska Law Exempts the Subject Property from Taxation

The Alaska Constitution provides that: “All, or any portion of, property used exclusively for non-profit religious, charitable, cemetery, or educational purposes, as defined by law, shall be exempt from taxation.”⁶⁰ Pursuant to this provision, Alaska Statute (AS) 29.45.030(a)(3) provides that “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes” is exempt from general taxation. Alaska courts interpret “exclusive use” to require that all uses of the property be for the “direct and primary” exempt purpose.⁶¹ The use of this property is for the direct and primary exempt purposes of NSHC, as follows.

A. Charitable Purposes

In *Matanuska–Susitna Borough v. King’s Lake Camp*, “charitable” is defined under Alaska law to mean a “broad scope” of activities given to the term:

It is quite clear that what is done out of good will and a desire to add to the improvement

⁵⁶ *Id.* § 5387(a)(2).

⁵⁷ *E.g.*, *id.* § 5332(2); *id.* § 5329(c), Model Agreement § (d)(1) (“The United States reaffirms the trust responsibility of the United States” to the contracting tribe); *id.* § 5395(b) (“Nothing in this chapter shall be construed to diminish in any way the trust responsibility of the United States to Indian tribes and individual Indians . . .”).

⁵⁸ *See* 75 P.3d at 1046 (“federal law impliedly preempted *application* of the [state] tax”) (citing *Ramah Navajo*, 458 U.S. at 838) (emphasis added), 1047 (quoting the U.S. Supreme Court’s statement that in *Bracker*, the Court addressed the question of “whether [the state] could *impose* its motor carrier license and use fuel taxes on a [non-tribal-member company]”) (citing *Cotton Petroleum*, 490 U.S. at 184) (emphasis added); *Bracker*, 448 U.S. at 148 (“[i]n a variety of ways, the *assessment* of state taxes would obstruct federal policies”) (emphasis added), 152 (where implied federal preemption is found, states are without “the privilege of *levying* [the] tax”) (citing *Warren Trading Post Co. v. Ariz. State Tax Comm’n*, 380 U.S. 685, 691 (1965) (emphasis added).

⁵⁹ 75 P.3d at 1045 (citing *Cotton Petroleum Corp.*, 490 U.S. 163 at 177).

⁶⁰ Alaska Const. art. IX, § 4.

⁶¹ *Fairbanks North Star Borough v. Dená Nená Henash*, 88 P.3d 124 (Alaska 2004).

of the moral, mental, and physical welfare of the public generally comes within this meaning of the word “charity.” To crowd out coarseness, cruelty, brutality from social man undoubtedly results in this betterment.⁶²

The *Catholic Bishop* court characterized this statement as “the broad common law definition of ‘charity’” and observed that this definition reflects the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large.”⁶³

Following this definition, Alaska law recognizes that the ISDEAA has the purposes of improving the provision of federal services by making them more responsive to tribal needs, and improving the functioning of the tribes through increased self-government. *Fairbanks North Star Borough v. Henash*, 88 P.3d 124, 135 (2004). ISDEAA contracts permit tribes to “improve[] ... the moral, mental, and physical welfare” of individuals and the group. *Id.* The Alaska Supreme court therefore holds that activities in satisfying ISDEAA contracts with the government are motivated by purposes that are properly characterized as charitable. This satisfies the charitable-purposes criterion for exemption in Alaska. *Fairbanks*. 88 P.3d at 135.

Use of the subject property for housing NSHC staff serves no other purpose than for NSHC’s charitable purposes. The direct and primary use of the property is to accomplish the ISDEAA contracted activities which impose the following obligations on NSHC pursuant to the Alaska Tribal Health Compact Funding Agreement with IHS:

3.5 Support Services. Support services required to support the provision of health services, **including, but not limited,** to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, and **the provision of staff housing.**

Appendix B to the above-referenced agreement states further:

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds. Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAS that may be performed at a facility or for which a

⁶² 439 P.2d 441, 445 (Alaska 1968) (quoting *Old Colony Trust Co. v. Welch*, 25 F.Supp. 45, 48 (D.Mass.1938))

⁶³ 707 P.2d at 888 n. 37

facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	Section 3.5
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NSHC's use of the subject property to fulfill these ISDEAA contracted obligations is charitable. *Fairbanks*, 88 P.3d. at 135.

B. Hospital Purposes

1. *Exclusive Use Standard.*

Use of the subject property meets Alaska's constitutional test for "exclusive use." The framers of Alaska's constitution chose to pattern the property tax exemption after the standard state property tax exemptions of the day. *Cooley on Taxation* identifies the scope of exemption at that time in states with a property tax exemption based on exclusive use:

Even if the exemption is based upon the use made of the property, it is not limited to property actually indispensable unless the statute so expressly provides, but instead also includes property obviously appropriate and convenient to carry out the purposes of the corporation.

4 *Cooley, Taxation*, § 683, p. 1430. In fact, the framer's colloquy during the Alaska Constitutional Convention makes clear an intent not to impose a "necessity" requirement on the character of the use and does not require that the property's use be indispensable to the institution, stating:

For example, the case of an office building owned by an educational institution, part of which is being *occupied by the institution itself for its own purposes*, and part of which is rented out at a profit. It's the intention here that the part which is rented at a profit could be taxed.

ACCP 1111–12, 2332 (emphasis added).

Alaska's statutory and constitutional property tax exemption has been interpreted consistently with the above-cited standard. In *Catholic Bishop*, the court stated that the standard for interpreting "exclusive use" under Alaska law is whether the use is "direct and primary" to the exempt purposes:

We have interpreted “exclusive use” in accord with our rule of strict construction. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), we decided that “[e]ven when the uses of a piece of property are highly related to the primarily exempted activity, the exemption will not apply when the statute requires ‘exclusive’ use.” 462 P.2d at 437. All uses of the property must be for the “direct and primary” exempt purpose. *Evangelical Covenant Church v. City of Nome*, 394 P.2d 882, 883 (Alaska 1964) (citing Annot., 154 A.L.R. 895, 898 (1945)). See *Matanuska-Susitna Borough v. King’s Lake Camp*, 439 P.2d 441, 445 (Alaska 1968).⁶⁴

“Direct and primary” to exempt purposes means use which is reasonable and appropriate to accomplish the nonprofit’s purposes. Courts in jurisdictions that, like Alaska, which interpret “exclusive use” to mean uses for the direct and primary exempt purpose have addressed what this means for hospital tax exemptions. In *Norwegian American Hospital, Inc. v. Department of Revenue*, 210 Ill. App. 3d 318, 569 N.E.2d 83 (1st Dist. 1991), the court evaluated what is meant by primary use. The court recognized that the use need not be absolutely indispensable for carrying out, as in this instance, patient care. If the party seeking the exemption can establish that the property is used primarily for purposes reasonably necessary for the accomplishment and fulfillment of the institution’s objectives and administration, an exemption will be sustained.⁶⁵ The *Norwegian* court went on to say, “The hospital need not prove that the subject parcels involved activity that directly related to the healing of patients in order to receive tax exemptions for the properties.”⁶⁶

Similarly, in interpreting the same statutory and constitutional requirement as Alaska has for “exclusive use” for “hospital purposes,” the California Supreme Court held to be tax exempt:

[A]ny property which is used exclusively for any facility which is incidental to and reasonably necessary for the accomplishment of hospital purposes; or, in other words, for any facility which is reasonably necessary for the fulfillment of a generally recognized function of a complete modern hospital.

Cedars of Lebanon v. Los Angeles County, 221 P.2d 31, 35 (Cal. 1950).

The use of this building for housing staff is directly related to the operation of the hospital. As noted above, NSHC operates pursuant to a federal contract which requires it to provide staff housing as an integral function of NSHC’s exempt activity as a hospital. The building’s use is entirely integrated with the hospital. Its use is not ancillary or incidental. Thus, actual hospital activities are occurring on the subject property because the uses of the property

⁶⁴ 707 P.2d. at 879.

⁶⁵ *Norwegian*, 210 Ill. App. 3d at 322–23.

⁶⁶ *Id* at 324; see also, *Nw. Mem’l Found. v. Johnson*, 141 Ill. App. 3d 309, 490 N.E.2d 161 (1st Dist. 1986) (parking lot for employees and patients exempt from tax as necessary to fulfill the purposes of the hospital although not always in use).

are an exercise of key, integral functions required by the federal government to operate as a hospital. *See*, FA, Section 3.

2. *Hospital Purposes.*

Alaska courts have not defined “hospital purposes” but have held that the Alaska legislature and framers of the constitution intended for a broad definition of exempt purposes notwithstanding the canon of strict construction for tax exemptions. *Catholic Bishop*, 707 P.2d at 888 n. 37. (“charitable purposes” broadly defined); *McKee v. Evans*, 490 P.2d 1226, 1228-30 (“educational purposes” broadly defined).

Also, hospital “purposes” is a different term than hospital “use”, which the assessor has conflated. *Fairbanks Northstar Borough vs. Dena Nena Henash*, 88 P.3d. 124, fn. 20 (2004) (charitable use is not the constitutional test for exemption). The assessor appears to argue, for instance, that housing *uses* at a property are tantamount to solely furthering housing *purposes*, which is not NSCH’s exempt purpose. This unlawfully recasts the constitutional test for exemption. *Id.* There can be many types of exclusive uses for hospital purposes. The question is whether a particular use is exclusively for hospital purposes. In this instance, the answer is “yes” as to the subject property. But for the activities occurring at the subject property, the hospital purposes, for which NSHC was formed and which the federal government and tribal governments have contracted them to do, could not be accomplished. Put another way, there is no other purpose for this property other than to operate the hospital.

Further, the meaning of “hospital” itself is broader than what the assessor holds. A hospital is generally understood to include the structures operated as part of a hospital complex in addition to the limited area at which care is directly provided to patients. For instance, the Alaska Attorney General has ruled:

‘hospital’ includes a public health center and general, tuberculosis, mental, chronic disease, and other type of hospital, and **related facilities**, including laboratory, outpatient department, nurses’ homes, and **training facilities**, and **central services facilities operated in connection with a hospital**, but does not include a hospital furnishing primarily domiciliary care.⁶⁷

Although the A.G. ruling related to construction of hospitals, it recognizes the multitude of functions and uses to which hospital properties are put. The City argued in 2022, and appears to argue here again for the 2023 tax year, that the A.G.’s definition has been rejected by Alaska courts when it comes to defining “hospital” for tax exemption purposes. *Citing, Sisters of Charity*. That decision is inapposite. This is not the case of NSHC owning property and renting it out to be used for non-hospital purposes, such as in *Sisters of Charity* where a hospital office building was rented to doctors for their own personal practices. The subject property is used by NSHC exclusively for NSHC’s own hospital purposes. The *Sisters* court did not hold that other buildings owned by and used exclusively by hospitals are not exempt.

⁶⁷ AK Office of Attorney General Opinion, 1981 WL 38838 (Alaska A.G.) (1981) (hereinafter “A.G. Opinion”).

The Alaska A.G.'s definition comports with, and appears to draw directly from, the federal definition applied to public health facilities. The definition of "hospital" for federal public health purposes and as defined by the CMS, is:

The term "hospital" includes general, tuberculosis, and other types of hospitals, and related facilities, such as laboratories, outpatient departments, nurses' home facilities, extended care facilities, facilities related to programs for home health services, self-care units, and central service facilities, operated in connection with hospitals, and also includes education or training facilities for health professional personnel operated as an integral part of a hospital, but does not include any hospital furnishing primarily domiciliary care.

42 U.S.C. § 300s-3(1). So, facilities like the subject property which are operated in connection with and operated as an integral part of the hospital, are the hospital.

Like the instant case, the city of Los Angeles in the *Cedars of Lebanon* case challenged whether the particular uses to which hospital property was put met the definition of exclusive use for hospital purposes. The court answered the question by first ascertaining the nature of a hospital. The court accepted the definition posited by the hospital:

'A hospital is primarily a service organization. It serves three groups: the patients, its doctors, and the public. It furnishes a place where the patient, whether poor or rich, can be treated. . . . Essential to the administration of these techniques is the corps of highly-trained nurses and student nurses who are on duty twenty-four hours per day. In the large hospitals there are the interns and residents whose presence makes it possible for the hospital to do a better job. In addition, the hospital * * * must have administration to see that its services function properly and are coordinated. . .

Cedars of Lebanon, 221 P.2d at 735-36 (quoted, in part). The court found that this describes the "nature, functions, and purposes of a complete and modern hospital." *Id.* at 736. Serving its medical staff is part of a hospital's exempt purpose.

Thus, use of the property for housing medical personnel directly accomplishes NSHC's hospital purposes. The court in *Cedars of Lebanon Hospital v County of Los Angeles* 35 Cal.2d 729, 221 P.2d 31 (Cal. 1950), held that hospital-owned buildings used to house hospital staff were exempt. Resident physicians, interns, nurses, student nurses, supervisory and maintenance personnel, and other employees lived in various buildings that several hospitals maintained for their staffs. Describing a building immediately adjacent to one of the hospitals, which housed nurses who paid nominal rent as typical of the quarters at issue, the court pointed out that housing employees on or near hospital property was necessary to cope with emergency situations requiring extra personnel and to otherwise conduct an efficient operation.

On two occasions, Alaska courts have distinguished the *Cedars of Lebanon* ruling because of factual differences. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), the *Cedars* case was found to be inapplicable because the *Harmon* matter involved a specific statutory exemption for the

residences of clergy, and not a question of use of property by a hospital.⁶⁸ In *Greater Anchorage Area Borough v. Sisters of Charity of the House of Providence*, 553 P.2d 467 (Alaska 1976), the issue concerned office buildings owned by the hospital and being used for the private practice of medical providers and which were not being used by the hospital. The court found *Cedars* to be inapplicable to situations where the property is being leased out for private use.⁶⁹ Those distinctions do not apply in the instant case.

Temporary housing to train medical personnel and house patients was similarly found exempt in *Abbott-Northwestern Hospital, Inc. v County of Hennepin*, 389 N.W.2d 916 (Minn. 1986) wherein the court recognized that the exemption was broad enough to include auxiliary property reasonably necessary to effectuate hospital purposes and held that a hospital-owned facility providing temporary lodging for patients, medical personnel, and others was exempt. As part of its complex, a public hospital, which had been organized to provide health care services, maintained low-cost temporary housing for preadmission patients, outpatients, patients' families, and medical personnel attending seminars at the hospital. The building included such features as handicap accessibility, indoor access to all medical facilities, and late checkout to coordinate with hospital schedules. The court acknowledged the increasing role of family members in patient treatment and recovery and pointed out that the facility's major advantage over hospital rooms and hotels was cost containment.

In the following cases, the courts held or recognized that under constitutional or statutory provisions exempting from taxation real property used exclusively for charitable purposes, hospital property used as a residence for its personnel was exempt from property taxes, where it was reasonably incidental to those purposes.

The court in *Bethesda General Hospital v State Tax Commission* 396 S.W.2d 631 (Mo. 1965) held that a hospital's residential properties, which housed key personnel, were exempt from taxation, under constitutional and statutory provisions exempting property used exclusively for charitable purposes, reasoning that the properties' residential use was incidental to the hospital's main charitable purpose. Among other property that the hospital owned in its immediate vicinity were homes rented to maintenance personnel, the chief laboratory technician, and resident physicians and other medical staff, all of whom were on call 24 hours and necessary to the efficient operation of the hospital. The court noted that since all of those employees were essential to the hospital's operation, they would have been housed in the hospital if it were physically possible. Pointing out that there was no contention that the hospital's purpose was not charitable, the court stated, "We rule that the use by these employees of the properties as residences provided them by respondent is not the dominant purpose, but is merely incidental to respondent's said main charitable purpose."⁷⁰

In *Aultman Hospital Ass'n v Evatt*, 140 Ohio St. 114, 42 N.E.2d 646 (1942), the court awarded a property tax exemption, under a statute excepting property used exclusively for charitable purposes, to a hospital-owned building used entirely as living quarters for the

⁶⁸ *Id.* at 438.

⁶⁹ *Sisters of Charity*, 553 P.2d at 470.

⁷⁰ *Bethesda*, 396 S.W.2d at 635.

hospital's student nurses, concluding that the residence was incidental to the hospital. Noting that the institution had been organized as a nonprofit corporation taking in those who were unable to pay free of charge, and that its revenues had never met expenses, the court deemed it charitable and its hospital's site exempt from taxation. Reasoning that the property did not cease to be used exclusively for charitable purposes when, as occurred in many hospitals, nurses slept on the premises, the court pointed out that in this case, the hospital acquired property to house student nurses within its vicinity when quarters for them could no longer be rented in that section of the city. The court concluded that property acquired and used for that specific purpose became a necessary part of the hospital, observing that the nurses were engaged in caring for patients, which was essential in carrying on the hospital's work.

In *Hartford Hospital v Hartford*, 160 Conn. 370, 279 A.2d 561 (1971), the court held that a hospital-owned apartment building, in which members of its staff lived, was entitled to a tax exemption under statutes exempting real property used exclusively for carrying out hospital purposes, reasoning that for the hospital to properly perform its services, it needed to provide housing for a large number of its personnel in close proximity to the buildings used for the care of patients. Interns, resident physicians, and a janitor rented the 12 apartments in the building located near the hospital. Determining that the legislature intended to distinguish between the uses of property, not between rental and nonrental, the court concluded that although the hospital charged rent for occupancy, the exclusiveness of the use was not impaired.

The court in *Long Branch v Monmouth Medical Center*, 138 N.J. Super. 524, 351 A.2d 756 (1976), *aff'd* 373 A.2d 651 (1977), construed a statute that exempted real property devoted exclusively to hospital purposes from taxation to include facilities on hospital property reasonably necessary to accomplish a hospital purpose, and held that a hospital-owned apartment building used to house members of its staff was exempt. Among business, professional, and educational properties operated as part of its complex, the hospital maintained a 70-unit apartment building for resident physicians, interns, and nurses. Subsidizing the rent to attract qualified personnel to its staff, the hospital operated the apartments at a loss. Reasoning that the landlord-tenant relationship between the parties was secondary to the purpose of providing nearby housing, the court concluded that the apartment building was an integral part of the hospital's efficient operation.

Where hospital personnel's use of hospital-owned property as a residence has been declared necessary for accomplishment of the hospital's purposes, it has also been granted tax exemption under provisions that exempt property occupied and used exclusively for charitable purposes. The court in *Oakwood Hospital Corp. v Michigan State Tax Commission*, 374 Mich. 524, 132 N.W.2d 634 (Mich. 1965), reasoned that hospital-owned housing maintained for interns and resident physicians was necessary to the hospital's operation, and held it to be tax exempt, under a statute excepting real estate that a charitable institution owned and occupied solely for the purposes for which it was incorporated, or used for hospital or public health purposes. In response to a housing shortage in its vicinity, and to provide nearby residences for staff physicians and interns, a nonprofit hospital, which had been incorporated to provide health care, built six houses. The hospital charged nominal rent for their occupancy, considering the availability of the physicians and interns at all times and on short notice as essential to its operation and its accreditation. In the hospital's appeal of the properties' tax assessment, the

local authority did not dispute that the hospital was exempt, but rather argued that the houses were separate from the hospital building and used only for residential purposes. Disagreeing, the court stated that the entire facility was to be considered together to determine whether all of it, in combination or divisibly, served a hospital purpose. The court reasoned that the housing was incidental to the hospital operation, noting that interns and residents were difficult to attract unless housing was furnished, that the proximity of the residences was necessary for the immediate availability of doctors, and that other housing near the hospital was practically unavailable.

Based upon all of the aforementioned rulings, when property has been held tax exempt, factors that have been noted include: its necessity as an incentive to attract and retain qualified staff; the availability of comparable housing; the relation of its occupants to the hospital's operation; and its proximity, so as to facilitate the availability of personnel in an emergency and access for patients. All of these factors are present in the instant case, including:

1. Medical housing is integrated into the medical care provided by NSHC due to its proximity for 24-hour on-call, and month to month rotations of medical personnel.
2. NSHC must provide housing to medical personnel in order to attract and retain qualified nurses and doctors to the remote area of Nome. Primarily all medical personnel are hired from locations outside of the Nome area.
3. NSHC must provide temporary housing to medical personnel because they are hired from outside of Nome and serve month-on, month-off work rotations and there is inadequate temporary housing in the geographic area.
4. NSHC's funding agreement requires it to provide housing for medical personnel.

The use of this property by NSHC is distinguishable from uses that merely promote the charitable activity as the assessor seems to argue here. *See, e.g., Evangelical Covenant Church of America v. City of Nome*, 394 P.2d 882 (Alaska 1964) (revenue from church's operation of radio station supported the charitable purposes but was not itself the direct and primary purpose of the church). NSHC cannot accomplish the charitable purposes for which it was organized without this property and is, in fact, legally obligated to provide this housing. As the Alaska court suggested in *Sisters of Charity*, exemption is warranted when the property must be provided and utilized for purposes necessary to the functioning of the hospital. 553 P.2d at 471 n.12.

The assessor has argued in the past, and appears to hold the same for this tax year, that it is not necessary for NSHC to provide housing for doctors and staff because there are alternative housing options in the area. This argument is a red herring. In evaluating what is needed for the functioning of a hospital, NSHC is not required to show that its use of the property, such as patient and staff housing, is not otherwise available as the City argues. For example, the *Cedars of Lebanon* court concluded that the hospital benefited by having hospital personnel and nursing trainees live in a residence near the hospital but did not require a showing that there was no alternative housing available near the hospital. 221 P.2d at 39; *see also St. Joseph's Hosp. of Marshfield, Inc. v. City of Marshfield*, 688 N.W.2d 658, 662–64 (Wisc. 2004).

Moreover, an explicit legislative exemption to permit housing to be considered an exempt purpose of a hospital is not required. The assessor has argued in the past, analogizing to the legislature’s explicit addition of parsonages to the religious purposes exemption (AS 29.45.030(b)), that the legislature would have explicitly identified housing as part of hospital purposes if such were intended to be exempt. To the contrary, the legislature chose to limit the types of properties that would be exempt for religious institutions and did not so limit the types of properties that would be exempt for hospitals. Further, the assessor’s argument ignores the commonly identified broad-based functions and purposes of a modern hospital as defined by numerous legal authorities cited previously. And, Alaska courts have determined they do not need a legislative or constitutional exemption to define “charitable purposes”⁷¹ or “educational purposes” broadly,⁷² even in light of the canon of strict construction. The same is true for “hospital purposes.”

C. Assessor’s Determination Applies the Wrong Legal Standard.

The assessor has not provided the legal basis for his determination for the 2023 tax year. Assuming it is the same legal basis he relied upon for the 2022 tax year to deny the tax exemption, his analysis misconstrues the applicable law. The assessor suggested that the standard for determining whether property is “exclusively used” for exempt purposes is set forth in *City of Nome v. Catholic Bishop of Northern Alaska*, 707 P.2d 870 (Alaska 1985) and in that regard requires a finding that the use of the property is “directly incidental to and vitally necessary” to the hospital’s exempt purposes.

As stated previously, the exclusive use test is whether the use is direct and primary to the exempt purposes. The “vitally necessary” test is an exception to the “exclusive use” test and was first referenced in *Harmon* for purposes of interpreting a different statutory exemption from the instant case, the religious parsonage exemption under AS 29.10.336 (now AS 29.45.030(b)). The church in *Harmon* sought to exempt buildings used for the residences of church administrators, teachers, and visiting church staff members. The buildings were also used for counseling and church social gatherings. The court stated that it must strictly construe whether property is used “exclusively for religious purposes” based on the legislative intent to narrowly define the type of residence which qualifies for exemption.⁷³

Similarly, in *Catholic Bishop*, the court addressed the same parsonage exemption under AS 29.53.020(b)(1) (now AS 29.45.030(b)(1)). The court stated that it recognizes a narrow exception to the exclusive-use standard when evaluating the parsonage allowance, as follows:

Residences that are not exempt under AS 29.53.020(b)(1) may still be exempt if their use was directly incidental to and vitally necessary for the exempt use **of other church property.**⁷⁴

⁷¹ *Catholic Bishop*, 707 P.2d at 888.

⁷² *McKee v. Evans*, 490 P.2d 1226, 1230

⁷³ *Harmon*, 462 P.2d at 436.

⁷⁴ 707 P.2d at 884–85 (emphasis added).

With respect to the residence of a religious worker/volunteer, the court evaluated this as “other property” because it did not appear in the list of allowable properties in the applicable statute (i.e., residence of bishop, pastor, priest, rabbi, minister), and applied the narrow “vitally necessary” alternative standard to exclusive use. The *Catholic Bishop* court explained that the “vitally necessary” standard applies only to use of other property and does not supplant the “direct and primary” exclusive-use standard for property used directly with the particular exempt activity.⁷⁵

The pillar of the assessor’s argument is the assertion that the actual use (staff housing) at the subject property is not exempt, so the property must be considered “other” property and the test is to determine whether the use at this property is incidental to and vitally necessary to support exempt activities occurring elsewhere, i.e. the hospital main building. As stated, the subject property is not “other” property or simply “support” property; it is by definition the “hospital.” And the actual uses are hospital purposes. NSHC’s charitable aims cannot be accomplished or effectuated without the activity carried out at the property. Therefore, the *Catholic Bishop* “vitally necessary” standard does not apply because this is not a case of “other property” discrete from the hospital being used for ancillary purposes or purposes outside of the statutory definition of “hospital purposes”.

Even if the proper test in this instance were to establish the subject property use is “directly incidental to and vitally necessary” to the hospital purposes as the assessor suggests, that standard has been met as well. As described above, NSHC is providing staff housing at the subject property by and on behalf of the federal government (IHS) and various tribal governments explicitly as part of their operation as a hospital. The functions occurring at the subject property are legally required as part of its operation as a hospital pursuant to NSHC’s FA with these governments. As such, the use of the subject property is directly incidental to and vitally necessary to accomplish NSHC’s exempt purposes.

D. Receipt of Rental Income Does Not Preclude Tax Exemption

The primary purpose of the subject property is not for the production of income. See, Corporate Housing Analysis. Property does not lose an exemption under AS 29.53.020(a)(3) even if payment is received for the use of the property if: (1) the property is used exclusively for exempt purposes; (2) the payment is not sought as a result of a dominant profit motive; and (3) the payment is both incidental to and reasonably necessary for the accomplishment of the exempt activity and does not exceed the operating costs of the exempt activity for which payment is received.⁷⁶ In *Matanuska-Susitna Borough v. King’s Lake Camp*, 439 P.2d 441, 445 (Alaska 1968) the court held that income from participant camp fees were “incidental to and reasonably necessary for the carrying out of the primary charitable purposes of the camp.”

The moderate rental fees generated by NSHC are incidental to and reasonably necessary to carrying out its primary exempt charitable and hospital purposes. Under federal law, the rental fees generated from the property are considered a “related activity” of the hospital and, as

⁷⁵ *Id.* at 880.

⁷⁶ *Catholic Bishop*, 707 P.2d at 889.

such considered to constitute exclusive tax-exempt activity. See attached, Form 990 (rental income does not generate unrelated business income). Further, the facts show the rental activity does not generate a profit. Both because this is related income and because it does not generate a profit, this establishes the use of the property has a nonprofit purpose.



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

**CORPORATE HOUSING
Employee Payroll Deduction Form**

This agreement authorizes:

- 1) Norton Sound Health Corporation (NSHC) to deduct monies owed for the cost of **Corporate Housing**, from each payroll check throughout my stay in Corporate Housing.
- 2) The first 30 days of housing, from 11/21/22 to 12/20/22, are considered a taxable benefit. The rate at which I will be taxed for this term is: \$53.33.

a. *The total cost for the unit at this rate will be added into your gross income and then shown as a deduction for Corporate Housing. This transaction has no effect on net income but allows for us to record the taxable portion for the expenses of the unit you're staying in at no cost to you for the first 30 days.*

- 3) I agree to pay the charges for Corporate Housing as follows (*check all that apply*).
 - Days 31 through 60: from _____ to _____, will be charged out of pocket at actual cost of the unit. The daily rate for this term is: \$_____.
 - Other: from 12/21/22 to 12/31/22, I will be charged at full actual cost of the unit. The **daily** rate for this term is: \$53.33.
 - Other: from 01/01/23 to departure from housing, I will be charged at full actual cost of the unit. The **bi-weekly** rate for this term is: \$800.00 per pay check.

- 4) I understand that having an additional guest in housing with me must be arranged with Corporate Housing **in advance** of my stay, per the Housing Policy.
- 5) Payroll deductions will be made each 14-day pay period, at the daily rate multiplied by the number of days in housing during that 14-day pay period.
- 6) Should I terminate my employment with NSHC (voluntary or involuntary) the total amount due to NSHC will be deducted from my final paycheck.
 - a) *I understand that I will be responsible for any costs incurred due to excessive cleaning or removal of abandoned personal belongings.*
 - b) *I understand that any security deposit I've paid will be applied towards costs associated with the condition I leave the unit in, where applicable.*

Print Name: Jenny Maciaszek Employee Signature: _____

Title: _____ Date: _____

Print Name: Mandy Ellanna NSHC Rep Signature: Mandy Ellanna

Title: Real Estate & Village Facilities Manager Date: 11/08/22

Arrival Date: 11/21/2022 Scheduled Date Out: established lease

Housing Unit Address: 7 Plex- Unit 101 117 W 5th Ave Nome, AK 99762

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org



Assignment Confirmation

Pursuant to the Supplemental Staffing Agreement dated January 19, 2023, which is incorporated herein by reference, this Assignment Confirmation is intended to update and confirm the details of the upcoming assignment to provide Licensed Professional Nursing services to Norton Sound Health Corp. Details of the assignment include, but are not limited to:

- 1. AB Staffing Contractor: Peter Fokam
 - a. Phone: 832-563-6975
 - b. Email: mbelamum@yahoo.com
 - c. Position: Inpatient Pharmacist
- 2. Shift Schedule: 8-hour shifts (may vary)
- 3. Guaranteed Weekly Hours: 40 hours per week, but is based on facility's needs
- 4. Start Date: 3/20/2023
- 5. End Date: 6/24/2023
- 6. Time Off Request Approved: NA
- 7. Bill Rate: \$120/hr
- 8. Overtime Bill Rate: \$180/hr (will be charged only after 40 hours in a work week)
- 9. Holiday Bill Rate: \$180/hr (holiday work time only approved by Norton Sound Health Corp. representative)
- 10. On-Call Bill Rate: \$6/hr
- 11. Call-Back bill Rate: \$180/hr
- 12. Norton Sound Health Corp. will provide contractor's lodging
- 13. ABSS will cover contractor's flight expense and credentialing costs, if applicable

DocuSigned by:
Approved By: Krystina Bottom **Date:** 2/28/2023 | 3:44 PM MST
192A078043F14CC...
 Krystina Bottom- Account Manager/Recruiter
 AB Staffing Solutions, LLC

Approved By: [Signature] **Date:** 3/9/23
 Norton Sound Health Corp.
 Authorized Representative

**NSHC 7-PLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
7-Plex 19516**

	FY21	FY22	Totals
Rental Income	103,005.77	67,706.83	170,712.60
Expenses:			
Salaries & Wages	12,000.00	14,000.00	
Heating Fuel	10,050.62	11,201.73	21,252.35
Utilities	12,657.60	13,427.52	26,085.12
Telephone	15,847.27	6,714.24	22,561.51
Corp Housing Allocation			-
Prop Tax	10,304.40	10,777.20	21,081.60
Consulting & Purchased Svcs		90.00	90.00
Supplies	3,751.81	4,677.82	8,429.63
Insurance	6,132.00	12,979.00	19,111.00
Equip Purchases			-
Equip, Repairs & Maintenance		582.31	582.31
Freight	415.15	127.64	542.79
Depreciation	47,190.28	47,190.28	94,380.56
Total Expense	118,349.13	107,767.74	226,116.87
Excess Rev over (under) Expenses	<u>(15,343.36)</u>	<u>(40,060.91)</u>	<u>(55,404.27)</u>

Item F.

Form **990**

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2020
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2020 calendar year, or tax year beginning **10/01/20** and ending **09/30/21**

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization
NORTON SOUND HEALTH CORPORATION

Doing business as
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
P.O. BOX 966

City or town, state or province, country, and ZIP or foreign postal code
NOME AK 99762

D Employer identification number
92-0041488

E Telephone number
907-443-3311

G Gross receipts \$ **194,411,537**

F Name and address of principal officer:
ANGELA GORN
P.O. BOX 966
NOME AK 99762

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. See instructions.

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: ▶ **HTTP://WWW.NORTONSOUNDHEALTH.ORG**

K Form of organization: Corporation Trust Association Other ▶

L Year of formation: **1970** **M** State of legal domicile: **AK**

H(c) Group exemption number ▶

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)		
	4	Number of independent voting members of the governing body (Part VI, line 1b)		
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)		
	6	Total number of volunteers (estimate if necessary)		
	7a	Total unrelated business revenue from Part VIII, column (C), line 12		
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11			
Revenue	8 Contributions and grants (Part VIII, line 1h)		Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)		95,049,002	106,824,492
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		84,259,622	84,742,554
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		2,261,956	1,275,377
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)		1,482,109	1,558,585
			183,052,689	194,401,008
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		959,966	941,113
	14 Benefits paid to or for members (Part IX, column (A), line 4)			0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		96,902,573	116,455,716
	16a Professional fundraising fees (Part IX, column (A), line 11e)			0
	b Total fundraising expenses (Part IX, column (D), line 25) ▶		0	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		53,318,734	60,149,598
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)		151,181,273	177,546,427	
19 Revenue less expenses. Subtract line 18 from line 12		31,871,416	16,854,581	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)		Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)		410,966,253	457,950,551
	22 Net assets or fund balances. Subtract line 21 from line 20		37,200,827	69,168,081
		373,765,426	388,782,470	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

TAX PAYER
Signature of officer: **ANGELA GORN** Date: _____
Type or print name and title: **PRESIDENT/CEO**

Paid Preparer Use Only

Print/Type preparer's name: **ROBERT L. REHFELD** Preparer's signature: **ROBERT L. REHFELD** Date: **08/05/22** Check if self-employed if PTIN **P00104959**

Firm's name: **ELGEE REHFELD, LLC** Firm's EIN: **92-0127098**

Firm's address: **9309 GLACIER HWY STE B200 JUNEAU, AK 99801-9300** Phone no.: **907-789-3178**

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a 1015		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)</i>	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? <i>If "No" to line 3b, provide an explanation on Schedule O</i>		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12		
	10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
	10b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders		
	11a		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
	11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
	12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note: See the instructions for additional information the organization must report on Schedule O.</i>		
	13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
	13b		
c	Enter the amount of reserves on hand		
	13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If "Yes," has it filed a Form 720 to report these payments? <i>If "No," provide an explanation on Schedule O</i>		
	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		X
	16		

**FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024**

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer’s Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The “Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service” among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC’s technical issue, OIT’s support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled "Memorialization of Historical Level of PSFAs provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from NSHC's FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

- 3.2.1** Acute patient care swing-bed;
- 3.2.2** Twenty-four hour emergency services, including those associated with being a Level IV trauma center;
- 3.2.3** Ambulatory care services, including after-hour nursing phone triage service;
- 3.2.4** Medevac/air ambulance services;
- 3.2.5** Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621i;
- 3.2.6** Specialty clinic support;
- 3.2.7** Sexual Assault Response Team (SART), including forensic exams and counseling of victims;
- 3.2.8** Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;
- 3.2.9** Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;
- 3.2.10** Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;
 - 3.2.10.1** Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;
- 3.2.11** Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;
- 3.2.12** Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;
- 3.2.13** Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/Ps in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training and education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

3.8.1 preventing or controlling disease, injury, or disability;

3.8.2 reporting disease, injury, and vital events such as birth and death; and

3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandatories associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC's signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC's FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC's diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled "Adjustments, Due to Congressional Actions." Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously "restricted" or "un-restricted" categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksruaq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaqtaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomedea Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1. 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____

**Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024**

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome	Patient/Employee Housing 607 Division Street	Section 3.2.14; Section 3.5
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomedes	Diomedes Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective October 1, 2022

**Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024**

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.2.13; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Ikayuqti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	Section 3.5
Nome 300 Division Street	Warehouse/Storage West Campus	Section 3.5

Amended and Restated effective October 1, 2022

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Nome 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19

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NATIVE VILLAGE OF

DIOMEDERESOLUTION NO. 94-01RESOLUTION AUTHORIZING NORTON SOUND HEALTH CORPORATION
TO ENTER INTO A SELF-GOVERNANCE COMPACT AND ANNUAL FUNDING
AGREEMENT ON BEHALF OF THE NATIVE VILLAGE OF DIOMEDE

WHEREAS, The Native Village of DIOMEDE is the federally recognized tribal governing body for the community of DIOMEDE located in the Bering Straits region of Alaska;

WHEREAS, The Native Village of DIOMEDE desires to support the objective of achieving maximum Alaska Native participation in the direction of health services furnished to Alaska Natives in the Bering Straits region so as to render such services more responsive to the needs and desires of Alaska Natives;

WHEREAS, Norton Sound Health Corporation ("NSHC") is the Alaska Native regional non-profit corporation authorized by tribal resolution to provide Indian Health Services and other health services on behalf of the federally recognized tribes within the Bering Straits region of Alaska;

WHEREAS, NSHC has been selected to participate in an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended by P.L. 100-472 and P.L. 102-184, which is intended to improve and perpetuate the unique government-to-government relationship between Indian tribes and the United States, to strengthen tribal control over federal funding and program management, and to improve the quality of services provided to Native peoples;

WHEREAS, NSHC has successfully applied for and was awarded a Self-Governance Demonstration Project planning grant which evaluated all health services presently provided by NSHC to determine need and effectiveness, including, the redesign of services and program delivery systems, as well as evaluating the contracting of administrative functions and services presently provided by the Indian Health Services to Alaska Natives located in the Bering Straits region;

WHEREAS, The Native Village of DIOMEDE fully supports the goals and objectives of the Self-Governance Demonstration Project, and believes that participation in the Self-Governance Demonstration Project is likely to result in substantial benefit to all tribal governments and individual members throughout the Bering Straits region;

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NOW, THEREFORE, BE IT RESOLVED that the Native Village of DIOMEDE hereby authorizes NSHC to initiate all actions necessary to negotiate and enter into a Self-Governance Compact incorporating any and all Indian Health Services activities and functions as may be negotiated and an Annual Funding Agreement with the United States, to be effective October 1, 1994, and continuing, including, if applicable, a Self Governance Compact and Annual Funding Agreement in cooperation with other Alaska Tribal Organizations;

LET IT BE FURTHER RESOLVED that the authority granted by this resolution shall remain in effect until withdrawn by the Native Village of DIOMEDE; and

LET IT BE FURTHER RESOLVED that nothing herein shall be interpreted to alter the validity of the current and existing resolution authorizing NSHC to enter into a P.L. 93-638 contract with Indian Health Services.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTUK

The Native Village of DIOMEDE.

CERTIFICATION

The foregoing resolution was adopted at a duly convened meeting of the Native Village of DIOMEDE, a quorum being present, by a vote of 5 in favor, 0 opposed, and 0 abstaining, this 31st day of JANUARY, 1994.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTUK

The Native Village of DIOMEDE.

ATTEST: Darlene Ahkvaek
Secretary, DARLENE AHKVAEK
The Native Village of DIOMEDE.

7/7/94

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RESOLUTION OF THE COUNCIL OF THE VILLAGE OF
ELIM

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, this policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS appointed by the tribal governments of communities served by ELIM; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of ELIM Alaska; and

WHEREAS, it is in the interest of the village of ELIM to ensure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

1. NORTON SOUND HEALTH CORPORATION for ELIM village ELIM, ALASKA representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.
2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE N.S.H.C. BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.

3. NORTON SOUND HEALTH CORPORATION shall keep the village of ELIM informed about its activities by corresponding or communicating with ELIM at ELIM, ALASKA

and the corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.

4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.

5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.

6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council in accordance with the terms and conditions herein.

7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redelegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.

President I R A Council *Elim at*
(Title)

Leucala Moore
Certification

The foregoing resolution was adopted at a duly convened meeting of the Village Council of Elim, Alaska, a quorum being present this 16th day of October 1978.

William H. [Signature]
Secretary

**NORTON SOUND HEALTH CORPORATION
BOARD BYLAWS**

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 27, 2017**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION****ARTICLE I. PURPOSES AND POWERS**

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation's service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.1 BOARD AUTHORITY.

1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors ("the Board"). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies.
2. **Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y) discloses every conviction of the director. In these bylaws, "conviction" shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director's Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on

the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

3. **State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
 - a. Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a "barrier crime" as defined in 7 AAC 10;
 - b. Each director shall immediately notify the Chairperson after being charged with a "barrier crime" as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c. Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d. Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.
4. **Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board

shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.

- 5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, "a resident of such village" shall mean a resident of such village or other community in the Bering Straits Region where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

- 1. **Directors.** Qualified directors shall be selected as follows:

- a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomedede	1
Mary's Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

- b. The Nome City Council shall select one director;
- c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

2. **The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
3. **The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

1. **Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
2. **Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.
3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate

shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.

- 6. Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

- 1. Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.
3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.

9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

1. **Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or

immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and
 - (2) The directors discuss a matter on which the Board is empowered to act.
 - b. **The following meetings shall not be open to the public:**
 - (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
 - (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
 - (3) Meetings of hospital medical staff;
 - (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
 - (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.
 - b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
 - c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
 - d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.
2. **Committee Meetings, Special Board Meetings and Emergency Meetings.** Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in

writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.
- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
- g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the

time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.

3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.
2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;

- e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
- 4. Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment

of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.

2. **Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
- a. **Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
- b. **Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
- (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;
 - (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
- c. **Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
- (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;

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- (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
 - d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
 - e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.
 - f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
 - g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
 3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
 - a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of

Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:

- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
- (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
- (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
- (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;
- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;

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- (9) see that an integrated patient safety program is implemented at all clinical facilities;
 - (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
 - (11) perform such other duties as may be assigned to it by the Board of Directors.
- b. Board Compliance Committee.** The Board Compliance Committee shall consist of seven persons who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:
- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;
 - (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
 - (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
 - (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.
- c. Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the

committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs.

- d. **Bylaws, Personnel and Policy Review Committee.** The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:
- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
 - (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
 - (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;
 - (4) review all finance policies and amendments thereto proposed by the finance committee;
 - (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
 - (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
 - (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
 - (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.
- e. **Finance and Audit Committee.** The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall

provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.

- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:
- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations to the Board regarding the implementation of such programs and policies;
 - (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
 - (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
 - (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
 - (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
 - (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.
- g. **Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her

designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.

- h. Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
- 4. Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
- 5. Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
- 6. Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.

7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

- 1. Qualifications.** The Chairperson of the Board must have:
 - a.** The confidence of the Board to represent them on their behalf;
 - b.** The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c.** The ability to present himself or herself in a professional and respectful manner;

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- d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.
2. **Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.
3. **Chairperson's Resignation.**
- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
 - b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited

by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and
6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. President/CEO.

- a. Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.
- b. Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
- c. Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
- d. Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.

- 2. Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the

President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-

voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

- 1. Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
- 2. Responsibilities of the Medical Staff.**
 - a.** The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.

-
- b. The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
- (1) appointments, reappointments, and other changes in staff status;
 - (2) granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency and patient care; and
 - (5) such specific matters as may be referred to it by the Board.
- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.
3. **Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings.** The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.
4. **Medical Staff Membership and Privileges.**
- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
 - b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice

President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and

such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. *et. seq.* or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.

The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.


ARTICLE VIII. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held September 27, 2017, at which a quorum was present.


Board Chairperson


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation ("NSHC"):

I, _____, am a
 ___ director ___ alternate ___ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:
 - Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
 - Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
 - A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
 - A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
 - A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term "convicted" means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been "expunged" which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.

3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC's Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 27, 2017

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above:

<u>Criminal Charge</u>	<u>Date</u>	<u>State/Federal Court</u>

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

Approved September 27, 2017

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

Approved September 27, 2017

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted

Approved September 27, 2017

by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.

Approved September 27, 2017



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #:
Item G.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 1 9 2 . 1 . 0 8 5

Property legal description: Block MS, Lot 1298, Mineral Survey, Other

Print Owner's Name: Norton Sound Health Corporation

Owner's Mailing Address: PO Box 966, Day Phone: () 443 3337

Nome, AK 99762, Evening Phone: () -

Address to which all correspondence should be mailed (if different than above):

Please also email all information to: dpardee@nshcorp.org

2)

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Values: Land \$192,300, Bldg \$4,515,400, Total \$4,707,700.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

Total Taxable Value should be \$0.00

Basis for Exemption: AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); Federal Preemption; Sovereign Immunity

See Attached

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Signature of owner or authorized agent: Angie Gorn, Date signed: 4/25/23, Print Name: Angie Gorn

SUBSCRIBED and SWORN to before me this 25 day of April, 2023

NOTARY PUBLIC in and for the STATE of ALASKA: [Signature]

Commission Expires: 03-26-2024

Appeal#:

4)

Assessor's Decision	From:	Land: 192,300-	Building: 4,515,400-	Total: 4,707,700-
	To:	193,300-	4,515,400-	4,707,700-

Assessor's Reason for Decision: RECOMMENDED DENIAL OF APPEAL - AS IT DOES DISPUTE VALUATION, RATHER DISPUTES WHETHER ENTIREY IS EXEMPT FROM TAXATION.
BOARDS OF EQUALIZATION CONVEINE TO CONSIDER VALUATION ISSUES SOLELY.
IN ADDITION PROPERTY APPEALED ON SAME GROUNDS IN 2022. AND IS CURRENTLY ADDRESSED IN THE COURT SYSTEM - WITHOUT RESOLUTION AT PRESENT.
RECOMMEND DENIAL,

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

25 APRIL 2023 [Signature] 1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

[Signature] 4/25/23 Angie Gorn
 Signature of owner or authorized agent Date Printed Name

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

Item G.

January 24, 2023

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

Re: 2023 Applications for Municipal Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2023 Municipal Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Jack, Block MS 1800 192.1.120
2. Thelma, Block MS 1800 192.1.125
3. Gold Hill, Block MS 1800 192.1.130
4. Block 91 Lot 3 & 4 001.221.05A
5. Block MS 1298 192.1.085
6. Block 33 Lot 19 001.131.01A
7. Block 116 Lot 1A 001.115.01
8. Block 110 Lot 3A 001.211.03B
9. Block 110 Lot 1-2 001.211.03A
10. Block 127 Lot 7A 001.201.05
11. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2023 Applications for Municipal Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281 - 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

RECEIVED

Item G.

JAN 30 2023

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION

CITY OF NOME
CLERKS DEPARTMENT

GENERAL INFORMATION:

- > The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
> A separate application must be filed for each legally described lot or parcel of real property.
> The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
> The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
> Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 - 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. Applicant: Norton Sound Health Corporation, Phone: 443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY [X] PERSONAL PROPERTY [X]

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block MS 1298 192.1.085

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.):

NIA

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

NIA

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

NIA See answer to #5 above

2023 Application for Municipal Tax Exemption

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: 20 Plex

Legal Description: Block MS 1298, 192.1.085

4) Basis for exemption. AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity.

5) Adjacent and contiguous property owned by NSHC, an Indian tribal government entity. Property is used exclusively for hospital and charitable purposes and operation of the Indian Health Service's integrated health care system in the Bering Strait region, pursuant to the Indian Self Determination and Education Assistance Act.

This property houses hospital employees, including doctors and nurses. It also houses visiting doctors and nurses from various agencies, these are referred to as Contract Labor or locums. Housing is necessary, integral and directly connected to the operation of the hospital; without housing the hospital could not sufficiently staff and support its operations to provide essential healthcare services. Direct hire NSHC employees staying in this property are taxed for a period of 30 days and then charged rent. The rent charged does not include costs such as maintenance, snow removal, insurance, or depreciation. Rent is not charged to visiting essential workers (contract labor or locums); NSHC does not intend to make a profit from utilization of this property and does not in fact generate a profit from use of the property as housing.

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

NIA

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

NIA

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

None

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 24th day of January, Year 2023.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation
APPLICANT

[Signature]
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome Ak
On this 24 day of January, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 9/20/2026

THOMAS SIMONSSON
Notary Public
State of Alaska
My Commission Expires Sep 20, 2026

City Clerk Use Only:

Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item G.



NORTON SOUND HEALTH CORPORATION
 PO BOX 966
 NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
	192.1.085	3/29/2023	4/28/2023

Property Information
Lot Size: 769313 SF; US Survey: MS 1298; District: Nome - 201

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$192,300	\$4,515,400	\$4,707,700
Exemptions			\$0
Taxable Value	\$192,300	\$4,515,400	\$4,707,700

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
 PO Box 281 Nome, AK 99762
 Phone #: (907) 443-6663 Fax#: (907) 443-5345

Attachment to Administrative Review and Appeal Form
Block MS 1298, Tax Lot # 192.1.085, 990 Greg Kruschek Avenue
("20 Plex")

I. Allegations of Error By Assessor

- A. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(8). AS 29.45.030(a)(8) exempts from tax "property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...." The city of Nome's tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. Constitution. U.S. Const., art. VI, cl. 2. Properties used to carry out federal programs and that are subject to comprehensive and pervasive federal oversight, like the NSHC properties at issue here, are exempt from state or local taxation. Federal preemption is a jurisdictional bar to the City of Nome's property taxation scheme.
- B. The assessor erred by denying full property tax exemption to NSHC based on NSHC's sovereign immunity. NSHC is an arm of its member tribes performing essential governmental services to its member tribes' beneficiaries, pursuant self-determination contracts under the ISDEAA for health services, and as such enjoys tribal sovereign immunity. Sovereign immunity is a jurisdictional bar to the City of Nome's assessment and collection of property tax on NSHC. There is no *in rem* exception to tribal sovereign immunity.
- C. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(3). AS 29.45.030(a)(3) exempts from property tax "property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes." All portions of properties owned by NSHC are exclusively used for nonprofit hospital AND charitable purposes.

II. Property Use Description

1. General Scope of Activities on Hospital-Owned Properties.

The Norton Sound Health Corporation (NSHC) is a tribally owned and operated, independent, not-for-profit healthcare organization founded in 1970 to meet the healthcare needs of the Inupiat, Siberian Yup'ik, and Yup'ik people of the Bering Strait region. NSHC is governed by a 22-member board of directors who represent all communities and areas of the Bering Strait region, a 44,000 square-mile section of Northwestern Alaska. The NSHC service area encompasses these 44,000 square miles. NSHC is the only regional health system serving Northwestern Alaska.

The NSHC healthcare system includes a tribally owned regional hospital which is operated pursuant to an Indian Self-Determination and Education Assistance Act (ISDEAA) agreement. NSHC operates health facilities and provides health care services to Alaska Natives and other beneficiaries pursuant to the Alaska Tribal Health Compact (ATHC), a multi-tribe self-

governance compact with the Indian Health Service (IHS) under Title V of the ISDEAA, 25 U.S.C. § 5381, et seq., and funding agreements (FAs), which include program funding amounts that are negotiated for each fiscal year between the IHS and NSHC to fund the programs, functions, services, and activities (PFSAs) that NSHC performs on behalf of IHS. IHS funds the administration of the PFSAs, including the operation of the hospital facilities in Nome, that NSHC has contracted to perform on behalf of IHS.¹

NSHC is an “instrumentality” of the United States in providing healthcare services under Title V of the ISDEAA. Healthcare services are federal PFSAs provided under the ISDEAA pursuant to the federal trust responsibility to Indians for health care.²

The ISDEAA deems tribes and tribal organizations carrying out ISDEAA agreements to be federal executive agencies for purposes of coverage under the Federal Tort Claims Act (FTCA) and access to federal sources of supply.³ NSHC employees, like employees of other tribal entities operating agreements with IHS under the ISDEAA, are similarly equally covered by the FTCA and are “federal employees” for these purposes.⁴ The ISDEAA also authorizes tribal contractors and compactors to perform personal services otherwise performed by federal employees in determining eligibility for IHS services and benefits, the amounts of such services and benefits, and how such services and benefits should be provided.⁵ In addition, tribal facilities operated under the ISDEAA are interpreted by the Centers for Medicare and Medicaid Services as IHS facilities for purposes of the 100 percent Federal Medical Assistance Percentage under Section 1905 of the Social Security Act.⁶

The ATHC expressly provides that ATHC co-signers, such as NSHC, “are deemed by statute to be part of the Public Health Service (PHS), and the employees of the Tribes and Co-Signers are deemed by statute to be part of or employed by the Public Health Service, for purposes of coverage under the [FTCA],” while performing PFSAs under the ATHC’s compact and as described in its Funding Agreement.⁷ The current NSHC Funding Agreement expressly provides that “support services required to support the provision of health services,” including human resources activities, administration and board support, performance management, financial functions, and the provision of staff housing, are part of the scope of work,⁸ as is the training of community health aides;⁹ emergency medical services training for staff and

¹ 25 U.S.C. § 5325; 25 U.S.C. § 5396(a) (mandatory application of § 5325 to Title V agreements).

² 25 U.S.C. § 1602.

³ 25 U.S.C. §§ 450f(d) and 450j(k).

⁴ See 25 U.S.C. §§ 5321(d) and 5396(a); *M.J. ex rel. Beebe v. United States*, 721 F.3d 1079, 1084 (9th Cir. 2013).

⁵ 25 USC § 450j(g).

⁶ 42 U.S.C. § 1396(d).

⁷ See ATHC Article V Sec. 3(a).

⁸ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Human Health And Human Services Of The United States of America Fiscal Years 2018-2020 § 3.5.

⁹ *Id.* §§ 3.4.4, 3.4.5.

community members throughout the region;¹⁰ and the provision of lodging for patients, family members of patients, and their escorts.¹¹

2. Specific Use of 20-Plex.

This building houses medical staff and new-hires who are working at the hospital. Doctors are on a one-month on, one-month off rotation. Doctors and nurses are on call 24 hours for emergencies and must be within a few minutes of the hospital. This location is contiguous and adjacent to the main hospital, employees that are housed here are a mixture of New Hires, Medical Staff and a few Contract Labor. Primarily, NSHC's on-rotation Physicians prefer staying here due to the close proximity to the Hospital.

For several years NSHC had rented 18 of the 20 units in the 20-Plex from Pro-West Leasing, at an average cost of \$40K per month. There are no efficient or feasible short-term rentals in the Nome area. The staff housing has been a necessary incentive to attract qualified medical personnel to work in the remote area of Nome, Alaska. See, e.g., AB Staffing contract. Medical personnel are hired on a contract basis from all over the United States due to a shortage in Alaska for qualified medical personnel. The provision of housing to medical personnel is also required by the NSHC funding agreement.

Acquiring this building is part of NSHC's plan to offer more hospital services, but the bottle neck has been housing. This property comes with 17.48 acres, where NSHC can build additional housing units therefore reducing the number of privately owned rental agreements it has with Nome landlords. This will benefit the community greatly, as housing is a major problem not only for the hospital but residents in general.

New hires are provided housing here, rent-free, for 30 days. This is to allow them time to find permanent housing. (See attached, New Hire Corporate Housing Responsibilities). Sometimes new hires stay on somewhat longer than 30 days, and are charged nominal rent during that stay-over period. (See attached, Corporate Housing Payroll Deduction Form). NSHC does not generate a profit from this temporary rental of corporate housing. (See attached, Corporate Housing Analysis).

III. NSHC Enjoys the Sovereign Immunity of its Member Tribes and is Immune from Suits to Collect Taxes

Tribal healthcare entities like NSHC performing self-determination contracts under the ISDEAA for health services enjoy sovereign immunity,¹² including those operating off-reservation.¹³ "Indian tribes have long been recognized as possessing the common-law

¹⁰ *Id.* § 3.4.7.

¹¹ *Id.* at § 3.2.14.

¹² *Manzano v. S. Indian Health Council, Inc.*, No. 20-cv-02130-BAS-BGS, 2021 WL 2826072, at *1 (S.D. Cal. July 7, 2021) (non-profit healthcare corporation formed by membership of seven tribes entitled to sovereign immunity).

¹³ See *Pink v. Modoc Indian Health Proj., Inc.*, 157 F.3d 1185, 1189 (9th Cir. 1998) (nonprofit corporation created and controlled by two tribes entitled to sovereign immunity).

immunity from suit traditionally enjoyed by sovereign powers.”¹⁴ “As a matter of federal law, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has waived its immunity.”¹⁵ “[T]ribal immunity is a matter of federal law and is not subject to diminution by the States.”¹⁶ Tribal immunity extends to tribal governing bodies and to tribal agencies or entities that act as an “arm of the tribe.”¹⁷ Lastly, “[i]t is settled that a waiver of [tribal] sovereign immunity cannot be implied but must be unequivocally expressed.”¹⁸

In *Barron v. Alaska Native Tribal Health Consortium*, the U.S. District Court for the District of Alaska held a tribal health consortium organization enjoyed sovereign immunity where the organization was formed by Alaska Native tribes; its creation was authorized pursuant to the ISDEAA; it received federal funding to conduct activities that benefitted tribal members; the structure of its board placed control over its ownership and management in representatives of the Alaska Native tribes; its purpose of entering into self-determination and self-governance agreements was “core to the notion of sovereignty”; and it received federal funding “to carry out governmental functions critical to Alaska Native tribes,” i.e., healthcare services.¹⁹ Like the entity in *Barron*, and as more fully discussed below, NSHC shares these same attributes.

Tribal immunity extends to suits to collect unpaid taxes. This is because, as the U.S. Supreme Court noted in *Oklahoma Tax Commission v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, “[a]lthough Congress has occasionally authorized limited classes of suits against Indian tribes, *it has never authorized suits to enforce tax assessments.*”²⁰

In the U.S. Circuit Court of Appeals for the Ninth Circuit, where NSHC is located, courts look to the following factors to determine whether a tribal entity functions as an “arm of the tribe” and is therefore entitled to share in the tribe’s sovereign immunity: “(1) the method of creation of the economic entities; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) the tribe’s intent with respect to the sharing of its sovereign immunity; and (5) the financial relationship between the tribe and the entities.”²¹ In *White v. University of California*, the Ninth Circuit upheld the

¹⁴ *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978).

¹⁵ *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998) (citations omitted).

¹⁶ *Id.* at 756 (citations omitted).

¹⁷ *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718, 725 (9th Cir. 2008).

¹⁸ *Santa Clara Pueblo*, 436 U.S. at 58 (citation omitted) (internal quotation omitted).

¹⁹ 373 F.Supp.3d 1232, 1239–40 (D. Alaska 2019).

²⁰ 498 U.S. 505, 510 (1991) (emphasis added).

²¹ *White v. Univ. of Cal.*, 765 F.3d at 1025 (2014) (citation omitted). Although not included in the Ninth Circuit’s “arm of the tribe” test, an additional factor is examined by the Tenth Circuit: “the policies underlying tribal sovereign immunity and its connection to tribal economic development, and whether those policies are served by granting immunity to the economic entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino and Resort*, 629 F.3d 1173, 1187 (2010).

Here, a grant of immunity to NSHC furthers the policies underlying tribal sovereign immunity. The doctrine of tribal sovereign immunity exists in order to avoid “interference with tribal autonomy and self-government,” *Santa Clara Pueblo*, 436 U.S. at 59, and “infringe[ment] on the right of the Indians to govern themselves.” *Williams v. Lee*, 358 U.S. 217, 223 (1959). Like the doctrine of tribal sovereign immunity, the fundamental policy underlying the ISDEAA is to enhance tribal autonomy and control in the provision of services to tribal communities. *See, e.g.*,

district court's application of this test to hold that a tribal repatriation committee formed by twelve tribes was entitled to sovereign immunity because it was created by resolution of each of the tribes; comprised solely of tribal members appointed by each tribe; funded exclusively by the tribes; and its purpose, "to recover remains and educate the public, [was] 'core to the notion of sovereignty.'"²² And in *Pink v. Modoc Indian Health Project, Inc.*, the court held that a subsidiary tribal entity established and controlled by several tribes to provide health care services was protected by sovereign immunity.²³

1. NSHC's method of creation supports immunity.

NSHC was incorporated on November 27, 1970 under the Alaska Non-Profit Corporation Act. Article VII of the NSHC Articles of Incorporation names three individuals representing the Alaska Native villages of Shaktoolik, Gambell, and Teller to the initial Board of Directors, and Article VIII shows the same three Village representatives as the initial incorporators. The formation and governance of NSHC was thereby tied directly to the member Villages. Article I and Article III of the Articles of Incorporation also provide that NSHC shall be "non-profit in nature," weighing in favor of treating it as an arm of the tribes. It is clear that NSHC's member tribes have delegated their governmental, rather than commercial, responsibility to provide health care to NSHC, which is not a for-profit venture but a vehicle for providing government health services.

2. NSHC's purpose to provide governmental health care supports immunity.

NSHC's Bylaws, adopted in 1977 and revised in 1978–79, expressly establish the Corporations purposes as follows:

1. To establish and maintain facilities, including but not limited to hospital and clinics, for the care of people suffering from injury, illness or disability requiring medical and hospital services and utilizing both inpatient and outpatient facilities and services, such care to be given regardless of the person's race, color, creed, age, sex, nationality or ability to pay.
2. To participate, so far as the circumstances may warrant, in any activity to promote the general health of the principal area.

25 U.S.C. § 5302(a) (declaring that policy of ISDEAA is to assure "maximum Indian participation in the direction of educational as well as other Federal services to Indian communities so as to render such services more responsive to the needs and desires of those communities"). NSHC has taken on the entire federal responsibility for health care services for its member tribes. The essential federal-tribal nature of the ISDEAA program and the fact ISDEAA programs are funded by the federal resources that would have been spent on programs serving those tribes shows that NSHC is completely financially dependent on the tribes' right to ISDEAA funding, and has stepped into the tribes' shoes and operates as the "health arm" of its member tribes. Because NSHC has stepped into the shoes of its member tribes as the "health arm" of those tribes in order to enter a government-to-government relationship with the United States, NSHC's immunity from suit protects the tribal autonomy of NSHC's member governments.

²² *White*, 765 F.3d at 1025.

²³ 157 F.3d at 1188–89.

3. To carry on educational programs, including the training of healing arts personnel, relating to rendering care to the sick and the promotion of health and the maintenance of high health care standards.
4. To advance general community understanding of, confidence in and proper use of the total program of health services.
5. To carry out the foregoing purposes [through the receipt and disbursement of funds and assets].

Each of these purposes reflects the delegation from the member tribes of their respective governmental health care responsibilities to NSHC. Indeed, the purpose of NSHC is to “step into the shoes” of the federal government to carry out, through the ISDEAA, the United States’ responsibility to provide health care for Alaska Native and American Indian people.²⁴

3. The tribal governments’ close ownership, and management and control of NSHC support immunity.

NSHC is structured such that NSHC’s member tribes directly control the governance of NSHC. Article IV of the Bylaws established a Board of Directors of 22 elected directors. Each of the 16 member villages elects one representative to the Board of Directors, and the Nome Eskimo Community elects two directors. The Nome City Council may elect one director, and the Board of Directors, among themselves, elects three additional directors representing Nome. Article V provides that the NSHC officers, including the Chairman, are elected from among the Board of Directors.

To this point, in 1980, the United States Department of the Interior unequivocally determined, based on the member tribal organizations’ direct control of NSHC, that NSHC is an arm of the member tribes.²⁵

In his Memorandum, Alaska Regional Solicitor Dennis J. Hopewell informed the BIA Area Director, Juneau Area Office that “[NSHC] is not only considered the ‘health arm’ of the Bering Straits Native Corporation . . . which is a recognized Indian tribe . . . but the Norton Sound Health Corporation is controlled, sanctioned and chartered by other tribal governing bodies.” Hopewell considered the NSHC Bylaws to be conclusive evidence of NSHC’s direct control by its member tribal entities, stating “[s]ince the Bylaws for the [NSHC] also spell out that ‘[t]he management of the property, funds, affairs and business of this Corporation shall be vested in a Board of Directors consisting of ...’ the members listed above, there can be no doubt that the corporation is controlled by tribal governing bodies.” Hopewell found that NSHC “in addition to being controlled by, is also sanctioned and chartered by such tribal governing bodies,” and “[t]his representation also shows that the operation and management of [NSHC] includes the maximum participation of Indians in all phases of its activities.”

4. The tribal governments intended that NSHC share in their tribal sovereign immunity.

²⁴ See 25 U.S.C. § 5302.

²⁵ Status of Norton Sound Health Corporation As A Tribal Organization Pursuant to P.L. 93-638.

In 1975, Congress signed the ISDEAA (Pub. L. No. 93-638) into law. In 1978 and 1979, NSHC's member Alaska Native Villages each executed resolutions authorizing NSHC to enter contracts and grants with the United States on their behalf.²⁶ In 1994, the member Villages executed additional resolutions, which provide the current authority for NSHC to enter into the compact and funding agreements.²⁷

Each resolution acknowledged that Congress enacted the ISDEAA as a “far reaching Indian Self-Determination Policy” that “grants Alaska Native villages the *sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government* under Public Law 93-638 for the provision of Government services to Native peoples.”²⁸ The resolutions further note that NSHC “has village representation and traditionally provided information both to and from the village on health related matters” and that NSHC “is controlled and operated by a Board of Directors appointed by the tribal governments” of its member communities.²⁹

In recognition of the foregoing, the resolutions authorize NSHC “to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people” in the region.³⁰ The resolutions further authorize NSHC and its Board of Directors “to act on behalf of this village on health and related services” and “to accept funding for health and related service projects for this village from all funding agencies private and public.”³¹ The United States Supreme Court has noted that “[t]he common law sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and self-governance.”³² The resolutions’ provisions that NSHC would “act on behalf” of the villages as their health arm and delegation of governmental duties to NSHC reflects their intent that NSHC would share in the “corollary” privilege of immunity from suit in carrying out those functions.

5. NSHC is wholly financially dependent on the member tribes’ assignment of their right to contract with IHS to provide health services to their members.

Under the ATHC, all Alaska tribes participate in the delivery of health care services to their members and other beneficiaries in accordance with the principles of tribal self-governance. The Compact allowed NSHC, on behalf of its member tribes, to enter into a government-to-government relationship with the United States. Since 1994, NSHC has participated each year with other co-signers and the IHS in the negotiation of funding agreements and amendments to the ATHC.

²⁶ A representative resolution from the Native Village of Elim is attached [hereafter Elim Resolution].

²⁷ A representative resolution from the Native Village of Diomedes is attached.

²⁸ See, e.g., Elim Resolution at 1 (emphasis added).

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Ibid.*

³² *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng'g*, 476 U.S. 877, 890 (1986) (emphasis added).

The funding agreement (FA) NSHC negotiates annually with IHS on behalf of the member tribes includes a broad scope of work covering a wide variety of health care services, from hospital and clinic services to long-term care, from dental services to lodging for patients.³³ In fact, while NSHC is the *signatory* to the funding agreement, the *parties* to the FA are the HHS Secretary and NSHC’s member villages themselves. The 2018 Funding Agreement, titled “Funding Agreement Between Certain Alaska Native Tribes Served by the Norton Sound Health Corporation and the Secretary Of Health And Human Services Of The United States Of America,” states:

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.³⁴

Section 2.1 of the 2018 FA “obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC.” Section 5.2 provides these resources represent the entirety of the member Tribes’ entitlement to these funds: “NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA.” Section 4 of the 2018 FA describes the total FY 2018 funding made available to NSHC from funds that would otherwise be allocated to NSHC’s member tribes. Without the Compact and Funding Agreements, through which NSHC performs governmental functions for their member villages, NSHC would be unable to function. Accordingly, the financial relationship between NSHC and the tribal entities supports NSHC’s immunity.³⁵

In substance and in form, NSHC serves as an arm of its member tribes. NSHC is dependent on the authorization and support of its member tribal governments to operate, and it fills a critically under-resourced governmental function—far different from a private, for-profit economic venture or other state-incorporated non-profits that may operate in the public sector but are not fulfilling government functions. NSHC shares in the sovereign immunity of its member tribes, and this immunity from suit extends to suits to collect unpaid taxes. This sovereign immunity operates unless specifically and unequivocally waived, and NSHC has not waived its immunity.

IV. The City’s Taxation is Preempted by Federal Law

³³ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Health And Human Services Of The United States Of America Fiscal Years 2018-2020 §§ 3.2, 3.4.1, and 3.2.14.

³⁴ *Id.* at 1.

³⁵ See *White*, 765 F.3d at 1025 (fact that entity was funded solely by the tribe supported determination that entity was an “arm of the tribe” entitled to immunity).

Alaska Statute 29.45.030(a)(8) exempts from tax, “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The City of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. The Alaska Supreme Court itself has applied the doctrine to preempt borough property taxation on “*all space in a building that contains a tribally operated clinic.*”³⁶

Under the implied federal preemption doctrine, space that is used to carry out federal programs and that is subject to “comprehensive and pervasive federal oversight” is exempt from state or local taxation.³⁷ The U.S. Supreme Court has applied the implied federal preemption doctrine to the fields of tribal timber in *White Mountain Apache Tribe v. Bracker*,³⁸ and Indian education in *Ramah Navajo School Board, Inc. v. Bureau of Revenue, New Mexico*.³⁹ Like tribal timber and Indian education, Indian healthcare is subject to comprehensive and pervasive federal oversight, preempting the application of borough property taxes.

In *Ramah Navajo*, the U.S. Supreme Court found that the “[f]ederal regulation of the construction and financing of Indian education institutions is both comprehensive and pervasive.”⁴⁰ The Court cited the federal policy of Indian self-determination, and in particular its codification and application to education in the ISDEAA and its “detailed and comprehensive” regulations.⁴¹ By contrast, the state provided little support for Indian education, asserting only its general interest in raising revenue through taxation.⁴² Thus, the federal and tribal interests outweighed those of the state under the preemption test.⁴³

In *Ketchikan Gateway Borough v. Ketchikan Indian Corporation*, in a case strikingly similar to the instant matter, the Alaska Supreme Court upheld application of the implied federal preemption doctrine to exempt from borough taxes “*all space in a building that contains a tribally operated clinic.*”⁴⁴ In that case, the tribally operated clinic was funded by the IHS and operated on land conveyed by the United States.⁴⁵ The only space held not to be exempt from taxation was “space not committed to use by the clinic,” because it was “uncertain how the uncommitted space would be used” and it “appear[ed] that at least for near-term purposes it [would] either be leased to others or used for other [i.e., non-clinic-related] programs of [the Indian corporation].”⁴⁶ The court stated that in the cases cited by the dissent, and in which the

³⁶ *Ketchikan Gateway Borough v. Ketchikan Indian Corp.*, 75 P.3d 1042, 1044 (2003) (emphasis added).

³⁷ *Id.* at 1048.

³⁸ 448 U.S. 136, 146–47 (1980).

³⁹ 458 U.S. 832 (1982)

⁴⁰ *Id.* at 839.

⁴¹ *Id.* at 839–40 .

⁴² *Id.* at 841–42.

⁴³ *Id.* at 843.

⁴⁴ 75 P.3d at 1044 (emphasis added).

⁴⁵ *Id.*

⁴⁶ *Id.* at 1049, 1048 n.27.

majority agreed the exemption was properly applied to vacant property, “the unused space, when used, was intended to be used for tax-exempt purposes.”⁴⁷

In *Ketchikan Gateway*, the Alaska Supreme Court noted that federal preemption in Indian tax cases is quite different from federal preemption in other areas of the law, which require a clear statement from Congress of its intent to displace state law.⁴⁸ Instead, the U.S. Supreme Court has developed a “flexible pre-emption analysis sensitive to the particular facts and legislation involved” and “requires a particularized examination of the relevant state, federal, and tribal interests.”⁴⁹ As the U.S. Supreme Court instructed in *Ramah Navajo*, there is no requirement for a statute to “express the intention to pre-empt” state taxation, with the Court confirming that “[t]his argument is clearly foreclosed by our precedents.”⁵⁰

This property is integral to the provision of healthcare under NSHC’s ISDEAA agreement. As programs and services that support the healthcare operations are included under the scope of work as defined in NSHC’s Funding Agreement, all areas used for human resources, administration and board support, performance management, training, medical personnel housing, patient housing, and financial function are integral to NSHC’s healthcare operations under the ISDEAA.

The Alaska Supreme Court, in *Ketchikan Gateway Borough*, acknowledged that federal law preempts state taxation where the activity is subject to comprehensive and pervasive federal oversight.⁵¹ The federal and tribal interests in the instant case are clear and strong. Provision of Indian health care services is comprehensively and pervasively regulated; this is manifest both in the ISDEAA and in the Indian Health Care Improvement Act (IHCIA). Congress expressed its intention in the ISDEAA that those operating under self-determination contracts receive the same amount of funding as would the federal government if one of its departments was still providing the services in question. Congress’s clear intent would be undercut if NSHC has to use its federal funding to pay property taxes from which IHS would be exempt.⁵² In *Ramah Navajo*, the U.S. Supreme Court found that a similar depletion of federal funds to reimburse the contractor for state gross receipts taxes would contravene federal policy and Congress’s intent and thus argued in favor of preemption.⁵³

⁴⁷ *Id.* at 1048, n.27 (citations omitted). See also *United Way of the Midlands v. Douglas Cnty. Bd. of Equal.*, 337 N.W.2d 103, 107 (Neb. 1983) (“Often times a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”); *Our Savior Lutheran Church v. Dep’t of Revenue*, 562 N.E.2d 1198, 1201 (Ill. 1990) (“We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”). The latter case was cited positively by the *Ketchikan Gateway* court. 75 P.3d at 1048, n.27.

⁴⁸ *Id.* at 1046.

⁴⁹ *Id.* (quoting *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 176 (1989) and *Ramah Navajo*, 458 U.S. at 838).

⁵⁰ 458 U.S. at 843.

⁵¹ 75 P.3d at 1048.

⁵² *Id.* at 1049–50 (Fabe, C.J., and Carpeneti, J., dissenting).

⁵³ 458 U.S. at 842.

Although tribes step into the shoes of the IHS when carrying out programs and providing services under the ISDEAA, the ultimate responsibility for those programs and services remains with IHS, which therefore retains a pervasive oversight role. Participation in the self-governance program requires a rigorous planning process and demonstration of financial stability and financial management capability for three (3) years.⁵⁴ ISDEAA contractors are subject to annual audits, with penalties for noncompliance with applicable cost principles.⁵⁵ And every ISDEAA agreement must, by law, include a provision allowing the Secretary to reassume operation of a program, and the associated funding, if the agency finds gross mismanagement or imminent danger to public health.⁵⁶ The regulations at 25 C.F.R. Part 900 and 42 C.F.R. Part 137 elaborate these and other limitations. As noted above, nothing in the ISDEAA abrogates or weakens the trust responsibility to tribes and individual Indians,⁵⁷ and IHS consequently retains comprehensive and pervasive oversight. In other words, NSHC is beyond the taxing authority of the state, and the borough is without the ability to apply, impose, assess, or levy borough property tax against NHSC.⁵⁸

Finally, in *Ketchikan Gateway Borough*, the Alaska Supreme Court also noted that while the rule of strict construction requires that “[t]axpayer exemptions are strictly construed against the taxpayer and in favor of the taxing authority . . . where the question is whether federal law requires the exemption of tribal interests from taxation, ambiguities in federal law should be resolved *in favor of the tribe*.”⁵⁹ This further supports the application of the implied federal preemption doctrine to NSHC’s properties.

V. Alaska Law Exempts the Subject Property from Taxation

The Alaska Constitution provides that: “All, or any portion of, property used exclusively for non-profit religious, charitable, cemetery, or educational purposes, as defined by law, shall be exempt from taxation.”⁶⁰ Pursuant to this provision, Alaska Statute (AS) 29.45.030(a)(3) provides that “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes” is exempt from general taxation. Alaska courts interpret “exclusive use”

⁵⁴ 25 U.S.C. § 5383(c)(1)(C).

⁵⁵ *Id.* § 5386(c).

⁵⁶ *Id.* § 5387(a)(2).

⁵⁷ *E.g.*, *id.* § 5332(2); *id.* § 5329(c), Model Agreement § (d)(1) (“The United States reaffirms the trust responsibility of the United States” to the contracting tribe); *id.* § 5395(b) (“Nothing in this chapter shall be construed to diminish in any way the trust responsibility of the United States to Indian tribes and individual Indians . . .”).

⁵⁸ *See* 75 P.3d at 1046 (“federal law impliedly preempted *application* of the [state] tax”) (citing *Ramah Navajo*, 458 U.S. at 838) (emphasis added), 1047 (quoting the U.S. Supreme Court’s statement that in *Bracker*, the Court addressed the question of “whether [the state] could *impose* its motor carrier license and use fuel taxes on a [non-tribal-member company]”) (citing *Cotton Petroleum*, 490 U.S. at 184) (emphasis added); *Bracker*, 448 U.S. at 148 (“[i]n a variety of ways, the *assessment* of state taxes would obstruct federal policies”) (emphasis added), 152 (where implied federal preemption is found, states are without “the privilege of *levying* [the] tax”) (citing *Warren Trading Post Co. v. Ariz. State Tax Comm’n*, 380 U.S. 685, 691 (1965) (emphasis added)).

⁵⁹ 75 P.3d at 1045 (citing *Cotton Petroleum Corp.*, 490 U.S. 163 at 177).

⁶⁰ Alaska Const. art. IX, § 4.

to require that all uses of the property be for the “direct and primary” exempt purpose.⁶¹ The use of this property is for the direct and primary exempt purposes of NSHC, as follows.

A. Charitable Purposes

In *Matanuska–Susitna Borough v. King’s Lake Camp*, “charitable” is defined under Alaska law to mean a “broad scope” of activities given to the term:

It is quite clear that what is done out of good will and a desire to add to the improvement of the moral, mental, and physical welfare of the public generally comes within this meaning of the word “charity.” To crowd out coarseness, cruelty, brutality from social man undoubtedly results in this betterment.⁶²

The *Catholic Bishop* court characterized this statement as “the broad common law definition of ‘charity’ “ and observed that this definition reflects the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large.”⁶³

Following this definition, Alaska law recognizes that the ISDEAA has the purposes of improving the provision of federal services by making them more responsive to tribal needs, and improving the functioning of the tribes through increased self-government. *Fairbanks North Star Borough v. Henash*, 88 P.3d 124, 135 (2004). ISDEAA contracts permit tribes to “improve[] ... the moral, mental, and physical welfare” of individuals and the group. *Id.* The Alaska Supreme court therefore holds that activities in satisfying ISDEAA contracts with the government are motivated by purposes that are properly characterized as charitable. This satisfies the charitable-purposes criterion for exemption in Alaska. *Fairbanks*. 88 P.3d at 135.

Use of the subject property for housing NSHC staff serves no other purpose than for NSHC’s charitable purposes. The direct and primary use of the property is to accomplish the ISDEAA contracted activities which impose the following obligations on NSHC pursuant to the Alaska Tribal Health Compact Funding Agreement with IHS:

3.5 Support Services. Support services required to support the provision of health services, **including, but not limited,** to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, and **the provision of staff housing.**

⁶¹ *Fairbanks North Star Borough v. Dená Nená Henash*, 88 P.3d 124 (Alaska 2004).

⁶² 439 P.2d 441, 445 (Alaska 1968) (quoting *Old Colony Trust Co. v. Welch*, 25 F.Supp. 45, 48 (D.Mass.1938))

⁶³ 707 P.2d at 888 n. 37

Appendix B to the above-referenced agreement states further:

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds. Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	Section 3.5
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NSHC's use of the subject property to fulfill these ISDEAA contracted obligations is charitable. *Fairbanks*, 88 P.3d. at 135.

B. Hospital Purposes

1. Exclusive Use Standard.

Use of the subject property meets Alaska's constitutional test for "exclusive use." The framers of Alaska's constitution chose to pattern the property tax exemption after the standard state property tax exemptions of the day. *Cooley on Taxation* identifies the scope of exemption at that time in states with a property tax exemption based on exclusive use:

Even if the exemption is based upon the use made of the property, it is not limited to property actually indispensable unless the statute so expressly provides, but instead also includes property obviously appropriate and convenient to carry out the purposes of the corporation.

⁴ *Cooley, Taxation*, § 683, p. 1430. In fact, the framer's colloquy during the Alaska Constitutional Convention makes clear an intent not to impose a "necessity" requirement on the character of the use and does not require that the property's use be indispensable to the institution, stating:

For example, the case of an office building owned by an educational institution, part of which is being *occupied by the institution itself for its own purposes*, and part of which is rented out at a profit. It's the intention here that the part which is rented at a profit could

be taxed.

ACCP 1111–12, 2332 (emphasis added).

Alaska’s statutory and constitutional property tax exemption has been interpreted consistently with the above-cited standard. In *Catholic Bishop*, the court stated that the standard for interpreting “exclusive use” under Alaska law is whether the use is “direct and primary” to the exempt purposes:

We have interpreted “exclusive use” in accord with our rule of strict construction. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), we decided that “[e]ven when the uses of a piece of property are highly related to the primarily exempted activity, the exemption will not apply when the statute requires ‘exclusive’ use.” 462 P.2d at 437. All uses of the property must be for the “direct and primary” exempt purpose. *Evangelical Covenant Church v. City of Nome*, 394 P.2d 882, 883 (Alaska 1964) (citing Annot., 154 A.L.R. 895, 898 (1945)). See *Matanuska-Susitna Borough v. King’s Lake Camp*, 439 P.2d 441, 445 (Alaska 1968).⁶⁴

“Direct and primary” to exempt purposes means use which is reasonable and appropriate to accomplish the nonprofit’s purposes. Courts in jurisdictions that, like Alaska, which interpret “exclusive use” to mean uses for the direct and primary exempt purpose have addressed what this means for hospital tax exemptions. In *Norwegian American Hospital, Inc. v. Department of Revenue*, 210 Ill. App. 3d 318, 569 N.E.2d 83 (1st Dist. 1991), the court evaluated what is meant by primary use. The court recognized that the use need not be absolutely indispensable for carrying out, as in this instance, patient care. If the party seeking the exemption can establish that the property is used primarily for purposes reasonably necessary for the accomplishment and fulfillment of the institution’s objectives and administration, an exemption will be sustained.⁶⁵ The *Norwegian* court went on to say, “The hospital need not prove that the subject parcels involved activity that directly related to the healing of patients in order to receive tax exemptions for the properties.”⁶⁶

Similarly, in interpreting the same statutory and constitutional requirement as Alaska has for “exclusive use” for “hospital purposes,” the California Supreme Court held to be tax exempt:

[A]ny property which is used exclusively for any facility which is incidental to and reasonably necessary for the accomplishment of hospital purposes; or, in other words, for any facility which is reasonably necessary for the fulfillment of a generally recognized function of a complete modern hospital.

⁶⁴ 707 P.2d. at 879.

⁶⁵ *Norwegian*, 210 Ill. App. 3d at 322–23.

⁶⁶ *Id* at 324; see also, *Nw. Mem’l Found. v. Johnson*, 141 Ill. App. 3d 309, 490 N.E.2d 161 (1st Dist. 1986) (parking lot for employees and patients exempt from tax as necessary to fulfill the purposes of the hospital although not always in use).

Cedars of Lebanon v. Los Angeles County, 221 P.2d 31, 35 (Cal. 1950).

The use of this building for housing staff is directly related to the operation of the hospital. As noted above, NSHC operates pursuant to a federal contract which requires it to provide staff housing as an integral function of NSHC's exempt activity as a hospital. The building's use is entirely integrated with the hospital. Its use is not ancillary or incidental. Thus, actual hospital activities are occurring on the subject property because the uses of the property are an exercise of key, integral functions required by the federal government to operate as a hospital. See, FA, Section 3.

2. Hospital Purposes.

Alaska courts have not defined "hospital purposes" but have held that the Alaska legislature and framers of the constitution intended for a broad definition of exempt purposes notwithstanding the canon of strict construction for tax exemptions. *Catholic Bishop*, 707 P.2d at 888 n. 37. ("charitable purposes" broadly defined); *McKee v. Evans*, 490 P.2d 1226, 1228-30 ("educational purposes" broadly defined). Also, hospital "purposes" is a different term than hospital "use", which the assessor has conflated. *Fairbanks Northstar Borough vs. Dena Nena Henash*, 88 P.3d 124, fn. 20 (2004) (charitable use is not the constitutional test for exemption). The assessor appears to argue, for instance, that housing *uses* at a property are tantamount to solely furthering housing *purposes*, which is not NSCH's exempt purpose. This unlawfully recasts the constitutional test for exemption. *Id.* There can be many types of exclusive uses for hospital purposes. The question is whether a particular use is exclusively for hospital purposes. In this instance, the answer is "yes" as to the subject property. But for the activities occurring at the subject property, the hospital purposes, for which NSHC was formed and which the federal government and tribal governments have contracted them to do, could not be accomplished. Put another way, there is no other purpose for this property other than to operate the hospital.

Further, the meaning of "hospital" itself is broader than what the assessor holds. A hospital is generally understood to include the structures operated as part of a hospital complex in addition to the limited area at which care is directly provided to patients. For instance, the Alaska Attorney General has ruled:

'hospital' includes a public health center and general, tuberculosis, mental, chronic disease, and other type of hospital, and **related facilities**, including laboratory, outpatient department, nurses' homes, and **training facilities**, and **central services facilities operated in connection with a hospital**, but does not include a hospital furnishing primarily domiciliary care.⁶⁷

Although the A.G. ruling related to construction of hospitals, it recognizes the multitude of functions and uses to which hospital properties are put. The City argued in 2022, and appears to argue here again for the 2023 tax year, that the A.G.'s definition has been rejected by Alaska courts when it comes to defining "hospital" for tax exemption purposes. *Citing, Sisters of Charity*. That decision is inapposite. This is not the case of NSHC owning property and renting it out to be used

⁶⁷ AK Office of Attorney General Opinion, 1981 WL 38838 (Alaska A.G.) (1981) (hereinafter "A.G. Opinion").

for non-hospital purposes, such as in *Sisters of Charity* where a hospital office building was rented to doctors for their own personal practices. The subject property is used by NSHC exclusively for NSHC’s own hospital purposes. The *Sisters* court did not hold that other buildings owned by and used exclusively by hospitals are not exempt.

The Alaska A.G.’s definition comports with, and appears to draw directly from, the federal definition applied to public health facilities. The definition of “hospital” for federal public health purposes and as defined by the CMS, is:

The term “hospital” includes general, tuberculosis, and other types of hospitals, and related facilities, such as laboratories, outpatient departments, nurses’ home facilities, extended care facilities, facilities related to programs for home health services, self-care units, and central service facilities, operated in connection with hospitals, and also includes education or training facilities for health professional personnel operated as an integral part of a hospital, but does not include any hospital furnishing primarily domiciliary care.

42 U.S.C. § 300s–3(1). So, facilities like the subject property which are operated in connection with and operated as an integral part of the hospital, are the hospital.

Like the instant case, the city of Los Angeles in the *Cedars of Lebanon* case challenged whether the particular uses to which hospital property was put met the definition of exclusive use for hospital purposes. The court answered the question by first ascertaining the nature of a hospital. The court accepted the definition posited by the hospital:

‘A hospital is primarily a service organization. It serves three groups: the patients, its doctors, and the public. It furnishes a place where the patient, whether poor or rich, can be treated. . . . Essential to the administration of these techniques is the corps of highly-trained nurses and student nurses who are on duty twenty-four hours per day. In the large hospitals there are the interns and residents whose presence makes it possible for the hospital to do a better job. In addition, the hospital * * * must have administration to see that its services function properly and are coordinated. . .

Cedars of Lebanon, 221 P.2d at 735–36 (quoted, in part). The court found that this describes the “nature, functions, and purposes of a complete and modern hospital.” *Id.* at 736. Serving its medical staff is part of a hospital’s exempt purpose.

Thus, use of the property for housing medical personnel directly accomplishes NSHC’s hospital purposes. The court in *Cedars of Lebanon Hospital v County of Los Angeles* 35 Cal.2d 729, 221 P.2d 31 (Cal. 1950), held that hospital-owned buildings used to house hospital staff were exempt. Resident physicians, interns, nurses, student nurses, supervisory and maintenance personnel, and other employees lived in various buildings that several hospitals maintained for their staffs. Describing a building immediately adjacent to one of the hospitals, which housed nurses who paid nominal rent as typical of the quarters at issue, the court pointed out that housing employees on or near hospital property was necessary to cope with emergency situations requiring extra personnel and to otherwise conduct an efficient operation.

On two occasions, Alaska courts have distinguished the *Cedars of Lebanon* ruling because of factual differences. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), the *Cedars* case was found to be inapplicable because the *Harmon* matter involved a specific statutory exemption for the residences of clergy, and not a question of use of property by a hospital.⁶⁸ In *Greater Anchorage Area Borough v. Sisters of Charity of the House of Providence*, 553 P.2d 467 (Alaska 1976), the issue concerned office buildings owned by the hospital and being used for the private practice of medical providers and which were not being used by the hospital. The court found *Cedars* to be inapplicable to situations where the property is being leased out for private use.⁶⁹ Those distinctions do not apply in the instant case.

Temporary housing to train medical personnel and house patients was similarly found exempt in *Abbott-Northwestern Hospital, Inc. v County of Hennepin*, 389 N.W.2d 916 (Minn. 1986) wherein the court recognized that the exemption was broad enough to include auxiliary property reasonably necessary to effectuate hospital purposes and held that a hospital-owned facility providing temporary lodging for patients, medical personnel, and others was exempt. As part of its complex, a public hospital, which had been organized to provide health care services, maintained low-cost temporary housing for preadmission patients, outpatients, patients' families, and medical personnel attending seminars at the hospital. The building included such features as handicap accessibility, indoor access to all medical facilities, and late checkout to coordinate with hospital schedules. The court acknowledged the increasing role of family members in patient treatment and recovery and pointed out that the facility's major advantage over hospital rooms and hotels was cost containment.

In the following cases, the courts held or recognized that under constitutional or statutory provisions exempting from taxation real property used exclusively for charitable purposes, hospital property used as a residence for its personnel was exempt from property taxes, where it was reasonably incidental to those purposes.

The court in *Bethesda General Hospital v State Tax Commission* 396 S.W.2d 631 (Mo. 1965) held that a hospital's residential properties, which housed key personnel, were exempt from taxation, under constitutional and statutory provisions exempting property used exclusively for charitable purposes, reasoning that the properties' residential use was incidental to the hospital's main charitable purpose. Among other property that the hospital owned in its immediate vicinity were homes rented to maintenance personnel, the chief laboratory technician, and resident physicians and other medical staff, all of whom were on call 24 hours and necessary to the efficient operation of the hospital. The court noted that since all of those employees were essential to the hospital's operation, they would have been housed in the hospital if it were physically possible. Pointing out that there was no contention that the hospital's purpose was not charitable, the court stated, "We rule that the use by these employees of the properties as residences provided them by respondent is not the dominant purpose, but is merely incidental to respondent's said main charitable purpose."⁷⁰

⁶⁸ *Id.* at 438.

⁶⁹ *Sisters of Charity*, 553 P.2d at 470.

⁷⁰ *Bethesda*, 396 S.W.2d at 635.

In *Aultman Hospital Ass'n v Evatt*, 140 Ohio St. 114, 42 N.E.2d 646 (1942), the court awarded a property tax exemption, under a statute excepting property used exclusively for charitable purposes, to a hospital-owned building used entirely as living quarters for the hospital's student nurses, concluding that the residence was incidental to the hospital. Noting that the institution had been organized as a nonprofit corporation taking in those who were unable to pay free of charge, and that its revenues had never met expenses, the court deemed it charitable and its hospital's site exempt from taxation. Reasoning that the property did not cease to be used exclusively for charitable purposes when, as occurred in many hospitals, nurses slept on the premises, the court pointed out that in this case, the hospital acquired property to house student nurses within its vicinity when quarters for them could no longer be rented in that section of the city. The court concluded that property acquired and used for that specific purpose became a necessary part of the hospital, observing that the nurses were engaged in caring for patients, which was essential in carrying on the hospital's work.

In *Hartford Hospital v Hartford*, 160 Conn. 370, 279 A.2d 561 (1971), the court held that a hospital-owned apartment building, in which members of its staff lived, was entitled to a tax exemption under statutes exempting real property used exclusively for carrying out hospital purposes, reasoning that for the hospital to properly perform its services, it needed to provide housing for a large number of its personnel in close proximity to the buildings used for the care of patients. Interns, resident physicians, and a janitor rented the 12 apartments in the building located near the hospital. Determining that the legislature intended to distinguish between the uses of property, not between rental and nonrental, the court concluded that although the hospital charged rent for occupancy, the exclusiveness of the use was not impaired.

The court in *Long Branch v Monmouth Medical Center*, 138 N.J. Super. 524, 351 A.2d 756 (1976), *aff'd* 373 A.2d 651 (1977), construed a statute that exempted real property devoted exclusively to hospital purposes from taxation to include facilities on hospital property reasonably necessary to accomplish a hospital purpose, and held that a hospital-owned apartment building used to house members of its staff was exempt. Among business, professional, and educational properties operated as part of its complex, the hospital maintained a 70-unit apartment building for resident physicians, interns, and nurses. Subsidizing the rent to attract qualified personnel to its staff, the hospital operated the apartments at a loss. Reasoning that the landlord-tenant relationship between the parties was secondary to the purpose of providing nearby housing, the court concluded that the apartment building was an integral part of the hospital's efficient operation.

Where hospital personnel's use of hospital-owned property as a residence has been declared necessary for accomplishment of the hospital's purposes, it has also been granted tax exemption under provisions that exempt property occupied and used exclusively for charitable purposes. The court in *Oakwood Hospital Corp. v Michigan State Tax Commission*, 374 Mich. 524, 132 N.W.2d 634 (Mich. 1965), reasoned that hospital-owned housing maintained for interns and resident physicians was necessary to the hospital's operation, and held it to be tax exempt, under a statute excepting real estate that a charitable institution owned and occupied solely for the purposes for which it was incorporated, or used for hospital or public health purposes. In response to a housing shortage in its vicinity, and to provide nearby residences for staff

physicians and interns, a nonprofit hospital, which had been incorporated to provide health care, built six houses. The hospital charged nominal rent for their occupancy, considering the availability of the physicians and interns at all times and on short notice as essential to its operation and its accreditation. In the hospital's appeal of the properties' tax assessment, the local authority did not dispute that the hospital was exempt, but rather argued that the houses were separate from the hospital building and used only for residential purposes. Disagreeing, the court stated that the entire facility was to be considered together to determine whether all of it, in combination or divisibly, served a hospital purpose. The court reasoned that the housing was incidental to the hospital operation, noting that interns and residents were difficult to attract unless housing was furnished, that the proximity of the residences was necessary for the immediate availability of doctors, and that other housing near the hospital was practically unavailable.

Based upon all of the aforementioned rulings, when property has been held tax exempt, factors that have been noted include: its necessity as an incentive to attract and retain qualified staff; the availability of comparable housing; the relation of its occupants to the hospital's operation; and its proximity, so as to facilitate the availability of personnel in an emergency and access for patients. All of these factors are present in the instant case, including:

1. Medical housing is integrated into the medical care provided by NSHC due to its proximity for 24-hour on-call, and month to month rotations of medical personnel.
2. NSHC must provide housing to medical personnel in order to attract and retain qualified nurses and doctors to the remote area of Nome. Primarily all medical personnel are hired from locations outside of the Nome area.
3. NSHC must provide temporary housing to medical personnel because they are hired from outside of Nome and serve month-on, month-off work rotations and there is inadequate temporary housing in the geographic area.
4. NSHC's funding agreement requires it to provide housing for medical personnel.

The use of this property by NSHC is distinguishable from uses that merely promote the charitable activity as the assessor seems to argue here. *See, e.g., Evangelical Covenant Church of America v. City of Nome*, 394 P.2d 882 (Alaska 1964) (revenue from church's operation of radio station supported the charitable purposes but was not itself the direct and primary purpose of the church). NSHC cannot accomplish the charitable purposes for which it was organized without this property and is, in fact, legally obligated to provide this housing. As the Alaska court suggested in *Sisters of Charity*, exemption is warranted when the property must be provided and utilized for purposes necessary to the functioning of the hospital. 553 P.2d at 471 n.12.

The assessor has argued in the past, and appears to hold the same for this tax year, that it is not necessary for NSHC to provide housing for doctors and staff because there are alternative housing options in the area. This argument is a red herring. In evaluating what is needed for the functioning of a hospital, NSHC is not required to show that its use of the property, such as patient and staff housing, is not otherwise available as the City argues. For example, the *Cedars of Lebanon* court concluded that the hospital benefited by having hospital personnel and nursing

trainees live in a residence near the hospital but did not require a showing that there was no alternative housing available near the hospital. 221 P.2d at 39; *see also St. Joseph’s Hosp. of Marshfield, Inc. v. City of Marshfield*, 688 N.W.2d 658, 662–64 (Wisc. 2004).

Moreover, an explicit legislative exemption to permit housing to be considered an exempt purpose of a hospital is not required. The assessor has argued in the past, analogizing to the legislature’s explicit addition of parsonages to the religious purposes exemption (AS 29.45.030(b)), that the legislature would have explicitly identified housing as part of hospital purposes if such were intended to be exempt. To the contrary, the legislature chose to limit the types of properties that would be exempt for religious institutions and did not so limit the types of properties that would be exempt for hospitals. Further, the assessor’s argument ignores the commonly identified broad-based functions and purposes of a modern hospital as defined by numerous legal authorities cited previously. And, Alaska courts have determined they do not need a legislative or constitutional exemption to define “charitable purposes”⁷¹ or “educational purposes” broadly,⁷² even in light of the canon of strict construction. The same is true for “hospital purposes.”

C. Assessor’s Determination Applies the Wrong Legal Standard.

The assessor has not provided the legal basis for his determination for the 2023 tax year. Assuming it is the same legal basis he relied upon for the 2022 tax year to deny the tax exemption, his analysis misconstrues the applicable law. The assessor suggested that the standard for determining whether property is “exclusively used” for exempt purposes is set forth in *City of Nome v. Catholic Bishop of Northern Alaska*, 707 P.2d 870 (Alaska 1985) and in that regard requires a finding that the use of the property is “directly incidental to and vitally necessary” to the hospital’s exempt purposes.

As stated previously, the exclusive use test is whether the use is direct and primary to the exempt purposes. The “vitally necessary” test is an exception to the “exclusive use” test and was first referenced in *Harmon* for purposes of interpreting a different statutory exemption from the instant case, the religious parsonage exemption under AS 29.10.336 (now AS 29.45.030(b)). The church in *Harmon* sought to exempt buildings used for the residences of church administrators, teachers, and visiting church staff members. The buildings were also used for counseling and church social gatherings. The court stated that it must strictly construe whether property is used “exclusively for religious purposes” based on the legislative intent to narrowly define the type of residence which qualifies for exemption.⁷³

Similarly, in *Catholic Bishop*, the court addressed the same parsonage exemption under AS 29.53.020(b)(1) (now AS 29.45.030(b)(1)). The court stated that it recognizes a narrow exception to the exclusive-use standard when evaluating the parsonage allowance, as follows:

⁷¹ *Catholic Bishop*, 707 P.2d at 888.

⁷² *McKee v. Evans*, 490 P.2d 1226, 1230

⁷³ *Harmon*, 462 P.2d at 436.

Residences that are not exempt under AS 29.53.020(b)(1) may still be exempt if their use was directly incidental to and vitally necessary for the exempt use **of other church property**.⁷⁴

With respect to the residence of a religious worker/volunteer, the court evaluated this as “other property” because it did not appear in the list of allowable properties in the applicable statute (i.e., residence of bishop, pastor, priest, rabbi, minister), and applied the narrow “vitally necessary” alternative standard to exclusive use. The *Catholic Bishop* court explained that the “vitally necessary” standard applies only to use of other property and does not supplant the “direct and primary” exclusive-use standard for property used directly with the particular exempt activity.⁷⁵

The pillar of the assessor’s argument is the assertion that the actual use (staff housing) at the subject property is not exempt, so the property must be considered “other” property and the test is to determine whether the use at this property is incidental to and vitally necessary to support exempt activities occurring elsewhere, i.e. the hospital main building. As stated, the subject property is not “other” property or simply “support” property; it is by definition the “hospital.” And the actual uses are hospital purposes. NSHC’s charitable aims cannot be accomplished or effectuated without the activity carried out at the property. Therefore, the *Catholic Bishop* “vitally necessary” standard does not apply because this is not a case of “other property” discrete from the hospital being used for ancillary purposes or purposes outside of the statutory definition of “hospital purposes”.

Even if the proper test in this instance were to establish the subject property use is “directly incidental to and vitally necessary” to the hospital purposes as the assessor suggests, that standard has been met as well. As described above, NSHC is providing staff housing at the subject property by and on behalf of the federal government (IHS) and various tribal governments explicitly as part of their operation as a hospital. The functions occurring at the subject property are legally required as part of its operation as a hospital pursuant to NSHC’s FA with these governments. As such, the use of the subject property is directly incidental to and vitally necessary to accomplish NSHC’s exempt purposes.

D. Receipt of Rental Income Does Not Preclude Tax Exemption

The primary purpose of the subject property is not for the production of income. See, Corporate Housing Analysis. Property does not lose an exemption under AS 29.53.020(a)(3) even if payment is received for the use of the property if: (1) the property is used exclusively for exempt purposes; (2) the payment is not sought as a result of a dominant profit motive; and (3) the payment is both incidental to and reasonably necessary for the accomplishment of the exempt activity and does not exceed the operating costs of the exempt activity for which payment is received.⁷⁶ In *Matanuska-Susitna Borough v. King’s Lake Camp*, 439 P.2d 441, 445 (Alaska

⁷⁴ 707 P.2d at 884–85 (emphasis added).

⁷⁵ *Id.* at 880.

⁷⁶ *Catholic Bishop*, 707 P.2d at 889.

1968) the court held that income from participant camp fees were “incidental to and reasonably necessary for the carrying out of the primary charitable purposes of the camp.”

The moderate rental fees generated by NSHC are incidental to and reasonably necessary to carrying out its primary exempt charitable and hospital purposes, as described above. Under federal law, the rental fees generated from the property are considered a “related activity” of the hospital and, as such is considered exclusive use for tax-exempt purposes. See attached, Form 990 (rental income does not generate unrelated business income). Further, the facts show that the property does not generate a profit. Both because this is related income and because it does not generate a profit, this establishes the use of the property has a nonprofit purpose.



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

CORPORATE HOUSING RESPONSIBILITIES

By signing, I understand and agree to the following Corporate Housing terms:

- Housing is provided to me for the first 30-days at no cost but is considered taxable income.
- After the first 30-days, I will be charged at full actual cost for the unit I am in. These costs will include rent, electric, water/sewer, cable, and internet.
- Although housing past the first 30-days is extended to me, I understand that I must actively pursue alternative housing for myself outside of NSHC-leased units.
- My personal belongings **must** be removed from the premises when housing is vacated. NSHC is not responsible for items left behind and I may be charged for the expenses associated with the removal of my abandoned property.
- I understand that if I vacate the unit for any reason, whether by termination, suspension or resignation, NSHC has the right to enter the unit and remove any personal property left by myself. NSHC also holds the right to dispose of said property following a 30-day warning to be issued to me at my last known address.
- I am responsible for reporting any leave of absences to my manager and the Housing Manager. If not reported timely, I will be charged for the damage incurred as a result of frozen pipes or other issues that might arise due to my unit being vacated for an extended period of time.
- I agree to follow the NSHC Pet Policy, which requires Administrative Approval and has limited availability which depends on vacancies in units that allow pets.
- I will not cause damage to corporate housing properties. If damage is assessed, I will be responsible for all costs associated.
- I understand that I may be assigned a roommate while in corporate housing. I agree to be cooperative and courteous as needed with all shared living spaces.
- I understand that excessive alcohol use within NSHC leased properties is prohibited.
- I understand that smoking, including the use of marijuana, within NSHC leased properties is strictly prohibited.
- I will follow all complex parking lot rules associated with the unit I occupy.
- I will be mindful of excess waste disposal to avoid any tampering that may cause disruption of trash collection services.

Print Name: Marla Mayberry

Employee Signature: *Marla Mayberry*

Title: NCH Referral Coordinator

Date: 01/30/23

Print Name: Mandy Ellanna

NSHC Rep Signature: *Mandy Ellanna*

Title: REVM

Date: 1/16/23

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org



Assignment Confirmation

Pursuant to the Supplemental Staffing Agreement dated January 19, 2023, which is incorporated herein by reference, this Assignment Confirmation is intended to update and confirm the details of the upcoming assignment to provide Licensed Professional Nursing services to Norton Sound Health Corp. Details of the assignment include, but are not limited to:

- 1. AB Staffing Contractor: Peter Fokam
 - a. Phone: 832-563-6975
 - b. Email: mbelamum@yahoo.com
 - c. Position: Inpatient Pharmacist
- 2. Shift Schedule: 8-hour shifts (may vary)
- 3. Guaranteed Weekly Hours: 40 hours per week, but is based on facility's needs
- 4. Start Date: 3/20/2023
- 5. End Date: 6/24/2023
- 6. Time Off Request Approved: NA
- 7. Bill Rate: \$120/hr
- 8. Overtime Bill Rate: \$180/hr (will be charged only after 40 hours in a work week)
- 9. Holiday Bill Rate: \$180/hr (holiday work time only approved by Norton Sound Health Corp. representative)
- 10. On-Call Bill Rate: \$6/hr
- 11. Call-Back bill Rate: \$180/hr
- 12. Norton Sound Health Corp. will provide contractor's lodging
- 13. ABSS will cover contractor's flight expense and credentialing costs, if applicable

DocuSigned by:
 Approved By: Krystina Bottom Date: 2/28/2023 | 3:44 PM MST
1927079043F14CC...
 Krystina Bottom- Account Manager/Recruiter
 AB Staffing Solutions, LLC

Approved By: [Signature] Date: 3/9/23
 Norton Sound Health Corp.
 Authorized Representative

Item G.

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No 1545-0047
2020
Open to Public Inspection

A For the 2020 calendar year, or tax year beginning 10/01/20, and ending 09/30/21

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization
NORTON SOUND HEALTH CORPORATION

D Employer identification number
92-0041488

Doing business as
92-0041488

E Telephone number
907-443-3311

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
P.O. BOX 966

City or town, state or province, country, and ZIP or foreign postal code
NOME AK 99762

G Gross receipts \$ **194,411,537**

F Name and address of principal officer:
ANGELA GORN
P.O. BOX 966
NOME AK 99762

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. See instructions.

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: **HTTP://WWW.NORTONSOUNDHEALTH.ORG** **H(c)** Group exemption number ▶

K Form of organization: Corporation Trust Association Other ▶ **L** Year of formation: **1970** **M** State of legal domicile: **AK**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	
	6	Total number of volunteers (estimate if necessary)	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	
Revenue	8	Prior Year	Current Year
	9	95,049,002	106,824,492
	10	84,259,622	84,742,554
	11	2,261,956	1,275,377
	12	1,482,109	1,558,585
	13	183,052,689	194,401,008
	14	959,966	941,113
	15		0
	16a	96,902,573	116,455,716
Expenses	17		0
	18	53,318,734	60,149,598
	19	151,181,273	177,546,427
	20	31,871,416	16,854,581
Net Assets or Fund Balances	21	Beginning of Current Year	End of Year
	22	410,966,253	457,950,551
	23	37,200,827	69,168,081
	24	373,765,426	388,782,470

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

TAX PAYER
COPY

Sign Here
 Signature of officer: **ANGELA GORN** Date: _____
 Type or print name and title: **PRESIDENT/CEO**

Paid Preparer Use Only
 Print/Type preparer's name: **ROBERT L. REHFELD** Preparer's signature: **ROBERT L. REHFELD** Date: **08/05/22**
 Check if self-employed PTIN: **P00104959**
 Firm's name: **ELGEE REHFELD, LLC** Firm's EIN: **92-0127098**
 Firm's address: **9309 GLACIER HWY STE B200 JUNEAU, AK 99801-9300** Phone no.: **907-789-3178**

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a 1015		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X

**Norton Sound Health Corp.
20-Plex 19515**

	YTD FY23	Full Year Projection
Rental Income	59,014.10	240,000.00
Expenses:		
Salaries & Wages	6,000.00	24,000.00
Heating Fuel	10,712.89	43,200.00
Utilities	2,560.32	12,000.00
Telephone	894.26	6,000.00
Corp Housing Allocation		
Prop Tax	14,123.10	56,492.40
Consulting & Purchased Svcs	3,000.00	3,000.00
Supplies	11,536.74	30,000.00
Insurance	10,636.98	21,273.96
Equip Purchases		
Equip, Repairs & Maintenance	14,510.00	25,000.00
Freight		
Depreciation	85,111.88	340,440.00
Total Expense	156,086.17	561,406.36
Excess Rev over (under) Expenses	<u>(97,072.07)</u>	<u>(321,406.36)</u>

FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer’s Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The “Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service” among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC’s technical issue, OIT’s support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled "Memorialization of Historical Level of PSFAs provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from NSHC's FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

- 3.2.1** Acute patient care swing-bed;
- 3.2.2** Twenty-four hour emergency services, including those associated with being a Level IV trauma center;
- 3.2.3** Ambulatory care services, including after-hour nursing phone triage service;
- 3.2.4** Medevac/air ambulance services;
- 3.2.5** Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621f;
- 3.2.6** Specialty clinic support;
- 3.2.7** Sexual Assault Response Team (SART), including forensic exams and counseling of victims;
- 3.2.8** Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;
- 3.2.9** Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;
- 3.2.10** Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;
 - 3.2.10.1** Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;
- 3.2.11** Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;
- 3.2.12** Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;
- 3.2.13** Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/Ps in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training and education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

- 3.8.1 preventing or controlling disease, injury, or disability;
- 3.8.2 reporting disease, injury, and vital events such as birth and death; and
- 3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC’s PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandatories associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to “Adjustments Due to Congressional Actions” as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC’s signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC’s FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC’s diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year’s U of O formula allocation to Alaska is designated as “routine” funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated “non-routine” funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC’s statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe’s full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer’s option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled “Adjustments, Due to Congressional Actions.” Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously “restricted” or “un-restricted” categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksruaq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaqutaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomedea Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

- 11.3.1.1 The earlier of
 - 11.3.1.1.1 One year after the date of submission of such request; or
 - 11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (*e.g.*, Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1. 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCIA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L. Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____

Norton Sound Health Corporation Funding Agreement - Appendix B Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome	Patient/Employee Housing 607 Division Street	Section 3.2.14; Section 3.5
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomede	Diomede Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective October 1, 2022

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Ikayuqti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	Section 3.5
Nome 300 Division Street	Warehouse/Storage West Campus	Section 3.5

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Nome 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19

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NATIVE VILLAGE OF

DIOMEDE

RESOLUTION NO. 94-01

RESOLUTION AUTHORIZING NORTON SOUND HEALTH CORPORATION TO ENTER INTO A SELF-GOVERNANCE COMPACT AND ANNUAL FUNDING AGREEMENT ON BEHALF OF THE NATIVE VILLAGE OF DIOMEDE

WHEREAS, The Native Village of DIOMEDE is the federally recognized tribal governing body for the community of DIOMEDE located in the Bering Straits region of Alaska;

WHEREAS, The Native Village of DIOMEDE desires to support the objective of achieving maximum Alaska Native participation in the direction of health services furnished to Alaska Natives in the Bering Straits region so as to render such services more responsive to the needs and desires of Alaska Natives;

WHEREAS, Norton Sound Health Corporation ("NSHC") is the Alaska Native regional non-profit corporation authorized by tribal resolution to provide Indian Health Services and other health services on behalf of the federally recognized tribes within the Bering Straits region of Alaska;

WHEREAS, NSHC has been selected to participate in an unprecadented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended by P.L. 100-472 and P.L. 102-184, which is intended to improve and perpetuate the unique government-to-government relationship between Indian tribes and the United States, to strengthen tribal control over federal funding and program management, and to improve the quality of services provided to Native peoples;

WHEREAS, NSHC has successfully applied for and was awarded a Self-Governance Demonstration Project planning grant which evaluated all health services presently provided by NSHC to determine need and effectiveness, including, the redesign of services and program delivery systems, as well as evaluating the contracting of administrative functions and services presently provided by the Indian Health Services to Alaska Natives located in the Bering Straits region;

WHEREAS, The Native Village of DIOMEDE fully supports the goals and objectives of the Self-Governance Demonstration Project, and believes that participation in the Self-Governance Demonstration Project is likely to result in substantial benefit to all tribal governments and individual members throughout the Bering Straits region;

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NOW, THEREFORE, BE IT RESOLVED that the Native Village of DIOMEDE hereby authorizes NSHC to initiate all actions necessary to negotiate and enter into a Self-Governance Compact incorporating any and all Indian Health Services activities and functions as may be negotiated and an Annual Funding Agreement with the United States, to be effective October 1, 1994, and continuing, including, if applicable, a Self Governance Compact and Annual Funding Agreement in cooperation with other Alaska Tribal Organizations;

LET IT BE FURTHER RESOLVED that the authority granted by this resolution shall remain in effect until withdrawn by the Native Village of DIOMEDE; and

LET IT BE FURTHER RESOLVED that nothing herein shall be interpreted to alter the validity of the current and existing resolution authorizing NSHC to enter into a P.L. 93-638 contract with Indian Health Services.

Melvin E. Kayoukiuk
President, MELVIN KAYOUKIUK

The Native Village of DIOMEDE.

CERTIFICATION

The foregoing resolution was adopted at a duly convened meeting of the Native Village of DIOMEDE, a quorum being present, by a vote of 5 in favor, 0 opposed, and 0 abstaining, this 31st day of JANUARY, 1994.

Melvin E. Kayoukiuk
President, MELVIN KAYOUKIUK

The Native Village of DIOMEDE.

ATTEST: Darlene Ahkvakuk
Secretary, DARLENE AHKVAKUK
The Native Village of DIOMEDE.

7/7/94

FEB 02 '94 11:33 AM 888 3061

RESOLUTION OF THE COUNCIL OF THE VILLAGE OF

ELIM

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, this policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS appointed by the tribal governments of communities served by ELIM; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of ELIM Alaska; and

WHEREAS, it is in the interest of the village of ELIM to ensure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

1. NORTON SOUND HEALTH CORPORATION for ELIM village ELIM, ALASKA representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.
2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE N.S.H.C. BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.

- 3. NORTON SOUND HEALTH CORPORATION shall keep the village of ELIM informed about its activities by corresponding or communicating with ELIM at ELIM, ALASKA and the corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.
- 4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.
- 5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.
- 6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council in accordance with the terms and conditions herein.
- 7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redelegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.

President J. R. A Council *Elin at*
 (Title)

Leneala Moore
 Certification

The foregoing resolution was adopted at a duly convened meeting of the Village Council of ELIM, ALASKA, a quorum being present this 16th day of October 1978.

Matthew H. [Signature]
 Secretary

**NORTON SOUND HEALTH CORPORATION
BOARD BYLAWS**

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 27, 2017**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION**

ARTICLE I. PURPOSES AND POWERS

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation's service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.1 BOARD AUTHORITY.

1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors ("the Board"). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies.
2. **Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y) discloses every conviction of the director. In these bylaws, "conviction" shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director's Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on

the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

3. **State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
- a. Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a “barrier crime” as defined in 7 AAC 10;
 - b. Each director shall immediately notify the Chairperson after being charged with a “barrier crime” as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c. Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d. Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.
4. **Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board

shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.

- 5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, "a resident of such village" shall mean a resident of such village or other community in the Bering Straits Region where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

- 1. **Directors.** Qualified directors shall be selected as follows:

- a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomedede	1
Mary's Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

- b. The Nome City Council shall select one director;
- c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

2. **The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
3. **The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

1. **Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
2. **Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.
3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate

shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.

- 6. Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

- 1. Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.
3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.

9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

- Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or

immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and
 - (2) The directors discuss a matter on which the Board is empowered to act.
 - b. **The following meetings shall not be open to the public:**
 - (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
 - (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
 - (3) Meetings of hospital medical staff;
 - (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
 - (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.
 - b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
 - c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
 - d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.
2. **Committee Meetings, Special Board Meetings and Emergency Meetings.** Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in

writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.
- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
- g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the

time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.

3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.
2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;

- e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
4. **Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment

of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.

- 2. Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
- a. Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
- b. Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
- (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;
 - (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
- c. Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
- (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;

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- (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
 - d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
 - e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.
 - f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
 - g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
 3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
 - a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of

Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:

- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
- (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
- (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
- (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;
- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;

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- (9) see that an integrated patient safety program is implemented at all clinical facilities;
 - (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
 - (11) perform such other duties as may be assigned to it by the Board of Directors.
- b. Board Compliance Committee.** The Board Compliance Committee shall consist of seven persons who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:
- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;
 - (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
 - (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
 - (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.
- c. Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the

committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs.

- d. **Bylaws, Personnel and Policy Review Committee.** The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:
- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
 - (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
 - (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;
 - (4) review all finance policies and amendments thereto proposed by the finance committee;
 - (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
 - (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
 - (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
 - (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.
- e. **Finance and Audit Committee.** The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall

provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.

- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:

- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations to the Board regarding the implementation of such programs and policies;
- (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
- (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
- (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
- (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
- (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.

- g. **Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her

designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.

- h. Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
- 4. Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
- 5. Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
- 6. Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.

7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

1. **Qualifications.** The Chairperson of the Board must have:
 - a. The confidence of the Board to represent them on their behalf;
 - b. The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c. The ability to present himself or herself in a professional and respectful manner;

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- d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.
2. **Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.
3. **Chairperson's Resignation.**
- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
 - b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited

by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and
6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. **President/CEO.**

- a. **Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.
- b. **Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
- c. **Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
- d. **Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.

2. **Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the

President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-

voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

- 1. Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
- 2. Responsibilities of the Medical Staff.**
 - a.** The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.

-
- b. The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
- (1) appointments, reappointments, and other changes in staff status;
 - (2) granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency and patient care; and
 - (5) such specific matters as may be referred to it by the Board.
- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.

3. Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings. The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.

4. Medical Staff Membership and Privileges.

- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
- b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice

President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and

such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. et. seq. or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.

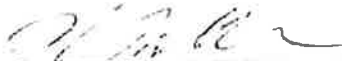
The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.


ARTICLE VIII. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held **September 27, 2017**, at which a quorum was present.


Board Chairperson


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation ("NSHC"):

I, _____, am a
 _____ director _____ alternate _____ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:
 - Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
 - Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
 - A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
 - A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
 - A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term "convicted" means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been "expunged" which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.

3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC's Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 27, 2017

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above;

<u>Criminal Charge</u>	<u>Date</u>	<u>State/Federal Court</u>

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

Approved September 27, 2017

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted

by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #:

Item H.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 0 0 1 . 1 3 1 . 0 1 A

Property legal description: Block 33, Lot 19, Mineral Survey, Other

Print Owner's Name: Norton Sound Health Corporation

Owner's Mailing Address: PO Box 966, Day Phone: () 443-3337

Nome, AK 99762, Evening Phone: () -

Address to which all correspondence should be mailed (if different than above):

Please also email all information to: dpardee@nshcorp.org

2)

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Row 1: \$27,200, \$488,800, \$516,000. Row 2: Owner's Estimate of Value.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

Total Taxable Value should be \$0.00

Basis for Exemption: AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); Federal Preemption; Sovereign Immunity

See Attached

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Signature of owner or authorized agent: [Signature], Date signed: 4/25/23, Print Name (if different from item # 1): Angie Gorn

SUBSCRIBED and SWORN to before me this 25 day of April, 2023

NOTARY PUBLIC in and for the STATE of ALASKA:

Commission Expires: 03-26-2024

Seal

Appeal#:

4)

Assessor's Decision	From:	Land: 27,200-	Building: 488,800-	Total: 576,000-
	To:	27,200-	488,800-	576,000-

Assessor's Reason for Decision: RECOMMENDED DENIAL OF APPEAL - AS IT DOES DISPUTE VALUATION, RATHER DISPUTES WHETHER ENTITY IS EXEMPT FROM TAXATION.
BOARDS OF EQUALIZATION CONVEINE TO CONSIDER VALUATION ISSUES SOLELY.
AN ADDITION PROPERTY APPEALED ON SAME GROUNDS IN 2022, AND IS CURRENTLY ADDRESSED IN THE COURT SYSTEM - WITHOUT RESOLUTION AT PRESENT.
RECOMMEND DENIAL,

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

25 APRIL 2023 [Signature] 1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

[Signature] 4/25/23 Angie Gorn
 Signature of owner or authorized agent Date Printed Name

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
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Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

Item H.

January 24, 2023

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

Re: 2023 Applications for Municipal Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2023 Municipal Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Jack, Block MS 1800 192.1.120
2. Thelma, Block MS 1800 192.1.125
3. Gold Hill, Block MS 1800 192.1.130
4. Block 91 Lot 3 & 4 001.221.05A
5. Block MS 1298 192.1.085
6. Block 33 Lot 19 001.131.01A
7. Block 116 Lot 1A 001.115.01
8. Block 110 Lot 3A 001.211.03B
9. Block 110 Lot 1-2 001.211.03A
10. Block 127 Lot 7A 001.201.05
11. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2023 Applications for Municipal Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281 - 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
A separate application must be filed for each legally described lot or parcel of real property.
The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 - 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. Applicant: Norton Sound Health Corporation, Phone: 443-3337

Address PO Box 966 City Nome State AK

HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES

2. Type of Exemption Requested:

REAL PROPERTY [X] PERSONAL PROPERTY [X]

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block 33 Lot 19 001.131.01A

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.):

NIA

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

NIA

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

NIA See answer to # 5 above

2023 Application for Municipal Tax Exemption

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: Kusqii House

Legal Description: Block 33 Lot 19, 001.131.01A

4) Basis for exemption. AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity.

5) Property is owned by NSHC, an Indian tribal government entity. Property is used exclusively for hospital and charitable purposes and operation of the Indian Health Service's integrated health care system in the Bering Strait region, pursuant to the Indian Self Determination and Education Assistance Act.

This property houses Village based clinic employees, including doctors, nurses, health aid trainees and regional EMS and EMT's. Occasionally, it also houses visiting doctors and nurses from various agencies, these are referred to as Contract Labor or locums. Housing is necessary, integral and directly connected to the operation of the hospital, without housing the hospital and regional clinics could not sufficiently staff and support its operations to provide essential healthcare in the region. Rent is not charged to any employee staying at this location.

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

N/A

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

none

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 24th day of January, Year 2023.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation
APPLICANT

Angie G...
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome AK
On this 24 day of January, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 9/20/2026

THOMAS SIMONSSON
Notary Public
State of Alaska
My Commission Expires Sep 20, 2026

City Clerk Use Only:
Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item H.



NORTON SOUND HEALTH CORP
 PO BOX 966
 NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
711 E 3RD AVE APTS A-C	001.131.01A	3/29/2023	4/28/2023

Property Information
Lot Size: 4950 SF; Lot: 19; BLK: 33; Subdivision: NOME TOWNSITE; District: Nome - 201

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$27,200	\$488,800	\$516,000
Exemptions			\$0
Taxable Value	\$27,200	\$488,800	\$516,000

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
 PO Box 281 Nome, AK 99762
 Phone #: (907) 443-6663 Fax#: (907) 443-5345

**Attachment to Administrative Review and Appeal Form
Block 33, Lot 19, 711 E. 3rd Avenue (“Kusqii House”)**

I. Allegations of Error By Assessor

- A. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(8). AS 29.45.030(a)(8) exempts from tax “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The city of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. Constitution. U.S. Const., art. VI, cl. 2. Properties used to carry out federal programs and that are subject to comprehensive and pervasive federal oversight, like the NSHC properties at issue here, are exempt from state or local taxation. Federal preemption is a jurisdictional bar to the City of Nome’s property taxation scheme.
- B. The assessor erred by denying full property tax exemption to NSHC based on NSHC’s sovereign immunity. NSHC is an arm of its member tribes performing essential governmental services to its member tribes’ beneficiaries, pursuant self-determination contracts under the ISDEAA for health services, and as such enjoys tribal sovereign immunity. Sovereign immunity is a jurisdictional bar to the City of Nome’s assessment and collection of property tax on NSHC. There is no *in rem* exception to tribal sovereign immunity.
- C. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(3). AS 29.45.030(a)(3) exempts from property tax “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes.” All portions of properties owned by NSHC are exclusively used for nonprofit hospital AND charitable purposes.

II. Property Use Description

1. General Scope of Activities on Hospital-Owned Properties.

The Norton Sound Health Corporation (NSHC) is a tribally owned and operated, independent, not-for-profit healthcare organization founded in 1970 to meet the healthcare needs of the Inupiat, Siberian Yup’ik, and Yup’ik people of the Bering Strait region. NSHC is governed by a 22-member board of directors who represent all communities and areas of the Bering Strait region, a 44,000 square-mile section of Northwestern Alaska. The NSHC service area encompasses these 44,000 square miles. NSHC is the only regional health system serving Northwestern Alaska.

The NSHC healthcare system includes a tribally owned regional hospital which is operated pursuant to an Indian Self-Determination and Education Assistance Act (ISDEAA) agreement. NSHC operates health facilities and provides health care services to Alaska Natives and other beneficiaries pursuant to the Alaska Tribal Health Compact (ATHC), a multi-tribe self-governance compact with the Indian Health Service (IHS) under Title V of the ISDEAA, 25 U.S.C. § 5381, et seq., and funding agreements (FAs), which include program funding amounts

that are negotiated for each fiscal year between the IHS and NSHC to fund the programs, functions, services, and activities (PFSAs) that NSHC performs on behalf of IHS. IHS funds the administration of the PFSAs, including the operation of the hospital facilities in Nome, that NSHC has contracted to perform on behalf of IHS.¹

NSHC is an “instrumentality” of the United States in providing healthcare services under Title V of the ISDEAA. Healthcare services are federal PFSAs provided under the ISDEAA pursuant to the federal trust responsibility to Indians for health care.²

The ISDEAA deems tribes and tribal organizations carrying out ISDEAA agreements to be federal executive agencies for purposes of coverage under the Federal Tort Claims Act (FTCA) and access to federal sources of supply.³ NSHC employees, like employees of other tribal entities operating agreements with IHS under the ISDEAA, are similarly equally covered by the FTCA and are “federal employees” for these purposes.⁴ The ISDEAA also authorizes tribal contractors and compactors to perform personal services otherwise performed by federal employees in determining eligibility for IHS services and benefits, the amounts of such services and benefits, and how such services and benefits should be provided.⁵ In addition, tribal facilities operated under the ISDEAA are interpreted by the Centers for Medicare and Medicaid Services as IHS facilities for purposes of the 100 percent Federal Medical Assistance Percentage under Section 1905 of the Social Security Act.⁶

The ATHC expressly provides that ATHC co-signers, such as NSHC, “are deemed by statute to be part of the Public Health Service (PHS), and the employees of the Tribes and Co-Signers are deemed by statute to be part of or employed by the Public Health Service, for purposes of coverage under the [FTCA],” while performing PFSAs under the ATHC’s compact and as described in its Funding Agreement.⁷ The current NSHC Funding Agreement expressly provides that “support services required to support the provision of health services,” including human resources activities, administration and board support, performance management, financial functions, and the provision of staff housing, are part of the scope of work,⁸ as is the training of community health aides;⁹ emergency medical services training for staff and

¹ 25 U.S.C. § 5325; 25 U.S.C. § 5396(a) (mandatory application of § 5325 to Title V agreements).

² 25 U.S.C. § 1602.

³ 25 U.S.C. §§ 450f(d) and 450j(k).

⁴ See 25 U.S.C. §§ 5321(d) and 5396(a); *M.J. ex rel. Beebe v. United States*, 721 F.3d 1079, 1084 (9th Cir. 2013).

⁵ 25 USC § 450j(g).

⁶ 42 U.S.C. § 1396(d).

⁷ See ATHC Article V Sec. 3(a).

⁸ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Human Health And Human Services Of The United States of America Fiscal Years 2018-2020 § 3.5.

⁹ *Id.* §§ 3.4.4, 3.4.5.

community members throughout the region;¹⁰ and the provision of lodging for patients, family members of patients, and their escorts.¹¹

2. Specific Use of Kusqii House.

This property was owned by the U.S. Department of Health and Human Services (HHS), a federal agency. In 2002, it was deeded to NSHC with covenants of use imposed by the federal government for the duration of NSHC’s ownership. Those covenants mandate utilization of the building “continuously for health purposes.” (Deed attached). The building houses and trains individuals who travel to Nome from outer villages to receive emergency medical care training including:

- a. Emergency Medical Technician training;
- b. Health-aide training (HAT), which NSHC is required to conduct as part of its funding agreement;
- c. Training conducted as part of the IHS Community Health Aide Program (CHAP) in Alaska, which provides the only local source of health care for many Alaska Native people in rural areas. The CHAP is mandated by Congress as the instrument for providing basic health services in remote Alaska Native villages.

NSHC is licensed and legally required to provide this training pursuant to its Bylaws and funding agreement. All of the training is conducted and supervised by NSHC personnel. The building also provides housing for staff from outer villages, including contract labor, Lab, Primary Care, Acute Care, Health Aides, and Diabetes program staff. NSHC is contractually required to house contract labor and it is a necessary incentive to attract the needed medical personnel positions. See, AB Staffing Contract. The training schedule and list for the initial months of 2023 and list of Kusqii trainees and inhabitants are attached to show the actual use of the property for the purposes described herein. (Training schedules by week; Kusqii employee list)

The building has a 99% occupancy rate throughout the year and serves only the above-described purposes. No rent is collected from individuals who stay at Kusqii house. Kusqii house operates at a net loss. See attached, Corporate Housing Analysis.

III. NSHC Enjoys the Sovereign Immunity of its Member Tribes and is Immune from Suits to Collect Taxes

Tribal healthcare entities like NSHC performing self-determination contracts under the ISDEAA for health services enjoy sovereign immunity,¹² including those operating off-

¹⁰ *Id.* § 3.4.7.

¹¹ *Id.* at § 3.2.14.

¹² *Manzano v. S. Indian Health Council, Inc.*, No. 20-cv-02130-BAS-BGS, 2021 WL 2826072, at *1 (S.D. Cal. July 7, 2021) (non-profit healthcare corporation formed by membership of seven tribes entitled to sovereign immunity).

reservation.¹³ “Indian tribes have long been recognized as possessing the common-law immunity from suit traditionally enjoyed by sovereign powers.”¹⁴ “As a matter of federal law, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has waived its immunity.”¹⁵ “[T]ribal immunity is a matter of federal law and is not subject to diminution by the States.”¹⁶ Tribal immunity extends to tribal governing bodies and to tribal agencies or entities that act as an “arm of the tribe.”¹⁷ Lastly, “[i]t is settled that a waiver of [tribal] sovereign immunity cannot be implied but must be unequivocally expressed.”¹⁸

In *Barron v. Alaska Native Tribal Health Consortium*, the U.S. District Court for the District of Alaska held a tribal health consortium organization enjoyed sovereign immunity where the organization was formed by Alaska Native tribes; its creation was authorized pursuant to the ISDEAA; it received federal funding to conduct activities that benefitted tribal members; the structure of its board placed control over its ownership and management in representatives of the Alaska Native tribes; its purpose of entering into self-determination and self-governance agreements was “core to the notion of sovereignty”; and it received federal funding “to carry out governmental functions critical to Alaska Native tribes,” i.e., healthcare services.¹⁹ Like the entity in *Barron*, and as more fully discussed below, NSHC shares these same attributes.

Tribal immunity extends to suits to collect unpaid taxes. This is because, as the U.S. Supreme Court noted in *Oklahoma Tax Commission v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, “[a]lthough Congress has occasionally authorized limited classes of suits against Indian tribes, *it has never authorized suits to enforce tax assessments.*”²⁰

In the U.S. Circuit Court of Appeals for the Ninth Circuit, where NSHC is located, courts look to the following factors to determine whether a tribal entity functions as an “arm of the tribe” and is therefore entitled to share in the tribe’s sovereign immunity: “(1) the method of creation of the economic entities; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) the tribe’s intent with respect to the sharing of its sovereign immunity; and (5) the financial relationship between the tribe and the entities.”²¹ In *White v. University of California*, the Ninth Circuit upheld the

¹³ See *Pink v. Modoc Indian Health Proj., Inc.*, 157 F.3d 1185, 1189 (9th Cir. 1998) (nonprofit corporation created and controlled by two tribes entitled to sovereign immunity).

¹⁴ *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978).

¹⁵ *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998) (citations omitted).

¹⁶ *Id.* at 756 (citations omitted).

¹⁷ *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718, 725 (9th Cir. 2008).

¹⁸ *Santa Clara Pueblo*, 436 U.S. at 58 (citation omitted) (internal quotation omitted).

¹⁹ 373 F.Supp.3d 1232, 1239–40 (D. Alaska 2019).

²⁰ 498 U.S. 505, 510 (1991) (emphasis added).

²¹ *White v. Univ. of Cal.*, 765 F.3d at 1025 (2014) (citation omitted). Although not included in the Ninth Circuit’s “arm of the tribe” test, an additional factor is examined by the Tenth Circuit: “the policies underlying tribal sovereign immunity and its connection to tribal economic development, and whether those policies are served by granting immunity to the economic entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino and Resort*, 629 F.3d 1173, 1187 (2010).

Here, a grant of immunity to NSHC furthers the policies underlying tribal sovereign immunity. The doctrine of tribal sovereign immunity exists in order to avoid “interference with tribal autonomy and self-government,” *Santa*

district court’s application of this test to hold that a tribal repatriation committee formed by twelve tribes was entitled to sovereign immunity because it was created by resolution of each of the tribes; comprised solely of tribal members appointed by each tribe; funded exclusively by the tribes; and its purpose, “to recover remains and educate the public, [was] ‘core to the notion of sovereignty.’”²² And in *Pink v. Modoc Indian Health Project, Inc.*, the court held that a subsidiary tribal entity established and controlled by several tribes to provide health care services was protected by sovereign immunity.²³

1. NSHC’s method of creation supports immunity.

NSHC was incorporated on November 27, 1970 under the Alaska Non-Profit Corporation Act. Article VII of the NSHC Articles of Incorporation names three individuals representing the Alaska Native villages of Shaktoolik, Gambell, and Teller to the initial Board of Directors, and Article VIII shows the same three Village representatives as the initial incorporators. The formation and governance of NSHC was thereby tied directly to the member Villages. Article I and Article III of the Articles of Incorporation also provide that NSHC shall be “non-profit in nature,” weighing in favor of treating it as an arm of the tribes. It is clear that NSHC’s member tribes have delegated their governmental, rather than commercial, responsibility to provide health care to NSHC, which is not a for-profit venture but a vehicle for providing government health services.

2. NSHC’s purpose to provide governmental health care supports immunity.

NSHC’s Bylaws, adopted in 1977 and revised in 1978–79, expressly establish the Corporations purposes as follows:

1. To establish and maintain facilities, including but not limited to hospital and clinics, for the care of people suffering from injury, illness or disability requiring medical and hospital services and utilizing both inpatient and outpatient facilities and services, such care to be given regardless of the person’s race, color, creed, age, sex, nationality or ability to pay.
2. To participate, so far as the circumstances may warrant, in any activity to promote the general health of the principal area.

Clara Pueblo, 436 U.S. at 59, and “infringe[ment] on the right of the Indians to govern themselves.” *Williams v. Lee*, 358 U.S. 217, 223 (1959). Like the doctrine of tribal sovereign immunity, the fundamental policy underlying the ISDEAA is to enhance tribal autonomy and control in the provision of services to tribal communities. *See, e.g.*, 25 U.S.C. § 5302(a) (declaring that policy of ISDEAA is to assure “maximum Indian participation in the direction of educational as well as other Federal services to Indian communities so as to render such services more responsive to the needs and desires of those communities”). NSHC has taken on the entire federal responsibility for health care services for its member tribes. The essential federal-tribal nature of the ISDEAA program and the fact ISDEAA programs are funded by the federal resources that would have been spent on programs serving those tribes shows that NSHC is completely financially dependent on the tribes’ right to ISDEAA funding, and has stepped into the tribes’ shoes and operates as the “health arm” of its member tribes. Because NSHC has stepped into the shoes of its member tribes as the “health arm” of those tribes in order to enter a government-to-government relationship with the United States, NSHC’s immunity from suit protects the tribal autonomy of NSHC’s member governments.

²² *White*, 765 F.3d at 1025.

²³ 157 F.3d at 1188–89.

3. To carry on educational programs, including the training of healing arts personnel, relating to rendering care to the sick and the promotion of health and the maintenance of high health care standards.
4. To advance general community understanding of, confidence in and proper use of the total program of health services.
5. To carry out the foregoing purposes [through the receipt and disbursement of funds and assets].

Each of these purposes reflects the delegation from the member tribes of their respective governmental health care responsibilities to NSHC. Indeed, the purpose of NSHC is to “step into the shoes” of the federal government to carry out, through the ISDEAA, the United States’ responsibility to provide health care for Alaska Native and American Indian people.²⁴

3. The tribal governments’ close ownership, and management and control of NSHC support immunity.

NSHC is structured such that NSHC’s member tribes directly control the governance of NSHC. Article IV of the Bylaws established a Board of Directors of 22 elected directors. Each of the 16 member villages elects one representative to the Board of Directors, and the Nome Eskimo Community elects two directors. The Nome City Council may elect one director, and the Board of Directors, among themselves, elects three additional directors representing Nome. Article V provides that the NSHC officers, including the Chairman, are elected from among the Board of Directors.

To this point, in 1980, the United States Department of the Interior unequivocally determined, based on the member tribal organizations’ direct control of NSHC, that NSHC is an arm of the member tribes.²⁵

In his Memorandum, Alaska Regional Solicitor Dennis J. Hopewell informed the BIA Area Director, Juneau Area Office that “[NSHC] is not only considered the ‘health arm’ of the Bering Straits Native Corporation . . . which is a recognized Indian tribe . . . but the Norton Sound Health Corporation is controlled, sanctioned and chartered by other tribal governing bodies.” Hopewell considered the NSHC Bylaws to be conclusive evidence of NSHC’s direct control by its member tribal entities, stating “[s]ince the Bylaws for the [NSHC] also spell out that ‘[t]he management of the property, funds, affairs and business of this Corporation shall be vested in a Board of Directors consisting of ...’ the members listed above, there can be no doubt that the corporation is controlled by tribal governing bodies.” Hopewell found that NSHC “in addition to being controlled by, is also sanctioned and chartered by such tribal governing bodies,” and “[t]his representation also shows that the operation and management of [NSHC] includes the maximum participation of Indians in all phases of its activities.”

4. The tribal governments intended that NSHC share in their tribal sovereign immunity.

²⁴ See 25 U.S.C. § 5302.

²⁵ Status of Norton Sound Health Corporation As A Tribal Organization Pursuant to P.L. 93-638.

In 1975, Congress signed the ISDEAA (Pub. L. No. 93-638) into law. In 1978 and 1979, NSHC’s member Alaska Native Villages each executed resolutions authorizing NSHC to enter contracts and grants with the United States on their behalf.²⁶ In 1994, the member Villages executed additional resolutions, which provide the current authority for NSHC to enter into the compact and funding agreements.²⁷

Each resolution acknowledged that Congress enacted the ISDEAA as a “far reaching Indian Self-Determination Policy” that “grants Alaska Native villages the *sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government* under Public Law 93-638 for the provision of Government services to Native peoples.”²⁸ The resolutions further note that NSHC “has village representation and traditionally provided information both to and from the village on health related matters” and that NSHC “is controlled and operated by a Board of Directors appointed by the tribal governments” of its member communities.²⁹

In recognition of the foregoing, the resolutions authorize NSHC “to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people” in the region.³⁰ The resolutions further authorize NSHC and its Board of Directors “to act on behalf of this village on health and related services” and “to accept funding for health and related service projects for this village from all funding agencies private and public.”³¹ The United States Supreme Court has noted that “[t]he common law sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and self-governance.”³² The resolutions’ provisions that NSHC would “act on behalf” of the villages as their health arm and delegation of governmental duties to NSHC reflects their intent that NSHC would share in the “corollary” privilege of immunity from suit in carrying out those functions.

5. NSHC is wholly financially dependent on the member tribes’ assignment of their right to contract with IHS to provide health services to their members.

Under the ATHC, all Alaska tribes participate in the delivery of health care services to their members and other beneficiaries in accordance with the principles of tribal self-governance. The Compact allowed NSHC, on behalf of its member tribes, to enter into a government-to-government relationship with the United States. Since 1994, NSHC has participated each year with other co-signers and the IHS in the negotiation of funding agreements and amendments to the ATHC.

²⁶ A representative resolution from the Native Village of Elim is attached [hereafter Elim Resolution].

²⁷ A representative resolution from the Native Village of Diomedes is attached.

²⁸ See, e.g., Elim Resolution at 1 (emphasis added).

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Ibid.*

³² *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng'g*, 476 U.S. 877, 890 (1986) (emphasis added).

The funding agreement (FA) NSHC negotiates annually with IHS on behalf of the member tribes includes a broad scope of work covering a wide variety of health care services, from hospital and clinic services to long-term care, from dental services to lodging for patients.³³ In fact, while NSHC is the *signatory* to the funding agreement, the *parties* to the FA are the HHS Secretary and NSHC’s member villages themselves. The 2018 Funding Agreement, titled “Funding Agreement Between Certain Alaska Native Tribes Served by the Norton Sound Health Corporation and the Secretary Of Health And Human Services Of The United States Of America,” states:

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.³⁴

Section 2.1 of the 2018 FA “obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC.” Section 5.2 provides these resources represent the entirety of the member Tribes’ entitlement to these funds: “NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA.” Section 4 of the 2018 FA describes the total FY 2018 funding made available to NSHC from funds that would otherwise be allocated to NSHC’s member tribes. Without the Compact and Funding Agreements, through which NSHC performs governmental functions for their member villages, NSHC would be unable to function. Accordingly, the financial relationship between NSHC and the tribal entities supports NSHC’s immunity.³⁵

In substance and in form, NSHC serves as an arm of its member tribes. NSHC is dependent on the authorization and support of its member tribal governments to operate, and it fills a critically under-resourced governmental function—far different from a private, for-profit economic venture or other state-incorporated non-profits that may operate in the public sector but are not fulfilling government functions. NSHC shares in the sovereign immunity of its member tribes, and this immunity from suit extends to suits to collect unpaid taxes. This sovereign immunity operates unless specifically and unequivocally waived, and NSHC has not waived its immunity.

IV. The City’s Taxation is Preempted by Federal Law

³³ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Health And Human Services Of The United States Of America Fiscal Years 2018-2020 §§ 3.2, 3.4.1, and 3.2.14.

³⁴ *Id.* at 1.

³⁵ See *White*, 765 F.3d at 1025 (fact that entity was funded solely by the tribe supported determination that entity was an “arm of the tribe” entitled to immunity).

Alaska Statute 29.45.030(a)(8) exempts from tax, “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The City of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. The Alaska Supreme Court itself has applied the doctrine to preempt borough property taxation on “*all space in a building that contains a tribally operated clinic.*”³⁶

Under the implied federal preemption doctrine, space that is used to carry out federal programs and that is subject to “comprehensive and pervasive federal oversight” is exempt from state or local taxation.³⁷ The U.S. Supreme Court has applied the implied federal preemption doctrine to the fields of tribal timber in *White Mountain Apache Tribe v. Bracker*,³⁸ and Indian education in *Ramah Navajo School Board, Inc. v. Bureau of Revenue, New Mexico*.³⁹ Like tribal timber and Indian education, Indian healthcare is subject to comprehensive and pervasive federal oversight, preempting the application of borough property taxes.

In *Ramah Navajo*, the U.S. Supreme Court found that the “[f]ederal regulation of the construction and financing of Indian education institutions is both comprehensive and pervasive.”⁴⁰ The Court cited the federal policy of Indian self-determination, and in particular its codification and application to education in the ISDEAA and its “detailed and comprehensive” regulations.⁴¹ By contrast, the state provided little support for Indian education, asserting only its general interest in raising revenue through taxation.⁴² Thus, the federal and tribal interests outweighed those of the state under the preemption test.⁴³

In *Ketchikan Gateway Borough v. Ketchikan Indian Corporation*, in a case strikingly similar to the instant matter, the Alaska Supreme Court upheld application of the implied federal preemption doctrine to exempt from borough taxes “*all space in a building that contains a tribally operated clinic.*”⁴⁴ In that case, the tribally operated clinic was funded by the IHS and operated on land conveyed by the United States.⁴⁵ The only space held not to be exempt from taxation was “space not committed to use by the clinic,” because it was “uncertain how the uncommitted space would be used” and it “appear[ed] that at least for near-term purposes it [would] either be leased to others or used for other [i.e., non-clinic-related] programs of [the Indian corporation].”⁴⁶ The court stated that in the cases cited by the dissent, and in which the

³⁶ *Ketchikan Gateway Borough v. Ketchikan Indian Corp.*, 75 P.3d 1042, 1044 (2003) (emphasis added).

³⁷ *Id.* at 1048.

³⁸ 448 U.S. 136, 146–47 (1980).

³⁹ 458 U.S. 832 (1982)

⁴⁰ *Id.* at 839.

⁴¹ *Id.* at 839–40 .

⁴² *Id.* at 841–42.

⁴³ *Id.* at 843.

⁴⁴ 75 P.3d at 1044 (emphasis added).

⁴⁵ *Id.*

⁴⁶ *Id.* at 1049, 1048 n.27.

majority agreed the exemption was properly applied to vacant property, “the unused space, when used, was intended to be used for tax-exempt purposes.”⁴⁷

In *Ketchikan Gateway*, the Alaska Supreme Court noted that federal preemption in Indian tax cases is quite different from federal preemption in other areas of the law, which require a clear statement from Congress of its intent to displace state law.⁴⁸ Instead, the U.S. Supreme Court has developed a “flexible pre-emption analysis sensitive to the particular facts and legislation involved” and “requires a particularized examination of the relevant state, federal, and tribal interests.”⁴⁹ As the U.S. Supreme Court instructed in *Ramah Navajo*, there is no requirement for a statute to “express the intention to pre-empt” state taxation, with the Court confirming that “[t]his argument is clearly foreclosed by our precedents.”⁵⁰

This property is integral to the provision of healthcare under NSHC’s ISDEAA agreement. As programs and services that support the healthcare operations are included under the scope of work as defined in NSHC’s Funding Agreement, all areas used for human resources, administration and board support, performance management, training, medical personnel housing, patient housing, and financial function are integral to NSHC’s healthcare operations under the ISDEAA.

The Alaska Supreme Court, in *Ketchikan Gateway Borough*, acknowledged that federal law preempts state taxation where the activity is subject to comprehensive and pervasive federal oversight.⁵¹ The federal and tribal interests in the instant case are clear and strong. Provision of Indian health care services is comprehensively and pervasively regulated; this is manifest both in the ISDEAA and in the Indian Health Care Improvement Act (IHCIA). Congress expressed its intention in the ISDEAA that those operating under self-determination contracts receive the same amount of funding as would the federal government if one of its departments was still providing the services in question. Congress’s clear intent would be undercut if NSHC has to use its federal funding to pay property taxes from which IHS would be exempt.⁵² In *Ramah Navajo*, the U.S. Supreme Court found that a similar depletion of federal funds to reimburse the contractor for state gross receipts taxes would contravene federal policy and Congress’s intent and thus argued in favor of preemption.⁵³

⁴⁷ *Id.* at 1048, n.27 (citations omitted). See also *United Way of the Midlands v. Douglas Cnty. Bd. of Equal.*, 337 N.W.2d 103, 107 (Neb. 1983) (“Oftentimes a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”); *Our Savior Lutheran Church v. Dep’t of Revenue*, 562 N.E.2d 1198, 1201 (Ill. 1990) (“We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”). The latter case was cited positively by the *Ketchikan Gateway* court. 75 P.3d at 1048, n.27.

⁴⁸ *Id.* at 1046.

⁴⁹ *Id.* (quoting *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 176 (1989) and *Ramah Navajo*, 458 U.S. at 838).

⁵⁰ 458 U.S. at 843.

⁵¹ 75 P.3d at 1048.

⁵² *Id.* at 1049–50 (Fabe, C.J., and Carpeneti, J., dissenting).

⁵³ 458 U.S. at 842.

Although tribes step into the shoes of the IHS when carrying out programs and providing services under the ISDEAA, the ultimate responsibility for those programs and services remains with IHS, which therefore retains a pervasive oversight role. Participation in the self-governance program requires a rigorous planning process and demonstration of financial stability and financial management capability for three (3) years.⁵⁴ ISDEAA contractors are subject to annual audits, with penalties for noncompliance with applicable cost principles.⁵⁵ And every ISDEAA agreement must, by law, include a provision allowing the Secretary to reassume operation of a program, and the associated funding, if the agency finds gross mismanagement or imminent danger to public health.⁵⁶ The regulations at 25 C.F.R. Part 900 and 42 C.F.R. Part 137 elaborate these and other limitations. As noted above, nothing in the ISDEAA abrogates or weakens the trust responsibility to tribes and individual Indians,⁵⁷ and IHS consequently retains comprehensive and pervasive oversight. In other words, NSHC is beyond the taxing authority of the state, and the borough is without the ability to apply, impose, assess, or levy borough property tax against NHSC.⁵⁸

Finally, in *Ketchikan Gateway Borough*, the Alaska Supreme Court also noted that while the rule of strict construction requires that “[t]axpayer exemptions are strictly construed against the taxpayer and in favor of the taxing authority . . . where the question is whether federal law requires the exemption of tribal interests from taxation, ambiguities in federal law should be resolved *in favor of the tribe*.”⁵⁹ This further supports the application of the implied federal preemption doctrine to NSHC’s properties.

V. Alaska Law Exempts the Subject Property from Taxation

The Alaska Constitution provides that: “All, or any portion of, property used exclusively for non-profit religious, charitable, cemetery, or educational purposes, as defined by law, shall be exempt from taxation.”⁶⁰ Pursuant to this provision, Alaska Statute (AS) 29.45.030(a)(3) provides that “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes” is exempt from general taxation. Alaska courts interpret “exclusive use” to

⁵⁴ 25 U.S.C. § 5383(c)(1)(C).

⁵⁵ *Id.* § 5386(c).

⁵⁶ *Id.* § 5387(a)(2).

⁵⁷ *E.g.*, *id.* § 5332(2); *id.* § 5329(c), Model Agreement § (d)(1) (“The United States reaffirms the trust responsibility of the United States” to the contracting tribe); *id.* § 5395(b) (“Nothing in this chapter shall be construed to diminish in any way the trust responsibility of the United States to Indian tribes and individual Indians . . .”).

⁵⁸ *See* 75 P.3d at 1046 (“federal law impliedly preempted *application* of the [state] tax”) (citing *Ramah Navajo*, 458 U.S. at 838) (emphasis added), 1047 (quoting the U.S. Supreme Court’s statement that in *Bracker*, the Court addressed the question of “whether [the state] could *impose* its motor carrier license and use fuel taxes on a [non-tribal-member company]”) (citing *Cotton Petroleum*, 490 U.S. at 184) (emphasis added); *Bracker*, 448 U.S. at 148 (“[i]n a variety of ways, the *assessment* of state taxes would obstruct federal policies”) (emphasis added), 152 (where implied federal preemption is found, states are without “the privilege of *levying* [the] tax”) (citing *Warren Trading Post Co. v. Ariz. State Tax Comm’n*, 380 U.S. 685, 691 (1965) (emphasis added)).

⁵⁹ 75 P.3d at 1045 (citing *Cotton Petroleum Corp.*, 490 U.S. 163 at 177).

⁶⁰ Alaska Const. art. IX, § 4.

require that all uses of the property be for the “direct and primary” exempt purpose.⁶¹ The use of this property for housing and training of medical providers is for the direct and primary exempt purposes of NSHC, as follows.

A. Charitable Purposes

In *Matanuska–Susitna Borough v. King’s Lake Camp*, “charitable” is defined under Alaska law to mean a “broad scope” of activities given to the term:

It is quite clear that what is done out of good will and a desire to add to the improvement of the moral, mental, and physical welfare of the public generally comes within this meaning of the word “charity.” To crowd out coarseness, cruelty, brutality from social man undoubtedly results in this betterment.⁶²

The *Catholic Bishop* court characterized this statement as “the broad common law definition of ‘charity’ “ and observed that this definition reflects the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large.”⁶³

Following this definition, Alaska law recognizes that the ISDEAA has the purposes of improving the provision of federal services by making them more responsive to tribal needs, and improving the functioning of the tribes through increased self-government. *Fairbanks North Star Borough v. Henash*, 88 P.3d 124, 135 (2004). ISDEAA contracts permit tribes to “improve[] ... the moral, mental, and physical welfare” of individuals and the group. *Id.* The Alaska Supreme court therefore holds that activities in satisfying ISDEAA contracts with the government are motivated by purposes that are properly characterized as charitable. This satisfies the charitable-purposes criterion for exemption in Alaska. *Fairbanks*. 88 P.3d at 135.

Use of the subject property for housing and training EMTs, community Health Aides from neighboring villages in the Bering Strait region, and temporary housing for visiting care providers working at NSHC, serves no other purpose than for NSHC’s charitable purposes. The direct and primary use of the property is to accomplish the ISDEAA contracted activities which impose the following obligations on NSHC pursuant to the Alaska Tribal Health Compact Funding Agreement with IHS:

3.2.10 Services associated with **training medical students, residents, physician assistant students, nursing students, and allied health provider students** from accredited institutions, under supervision of appropriate staff;

3.2.10.1 Physician **coverage for services** provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed **with the physician assistants and/or Community Health**

⁶¹ *Fairbanks North Star Borough v. Dená Nená Henash*, 88 P.3d 124 (Alaska 2004).

⁶² 439 P.2d 441, 445 (Alaska 1968) (quoting *Old Colony Trust Co. v. Welch*, 25 F.Supp. 45, 48 (D.Mass.1938))

⁶³ 707 P.2d at 888 n. 37

Aides/Practitioners in the villages, and for teleradiology services;

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries,...

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.5 Support Services. Support services required to support the provision of health services, **including, but not limited,** to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, and **the provision of staff housing.**

Appendix B to the above-referenced agreement states further:

This *non-exhaustive list* of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds. Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

Nome Kusgi House Section 3.3.5, 3.3.6 ⁶⁴

NSHC’s use of the subject property to fulfill these ISDEAA contracted obligations is charitable. *Fairbanks*, 88 P.3d. at 135.

⁶⁴ Note, this was the prior use of Kusquii and does not reflect the current use. Nevertheless, IHS still lists this property as being necessary to fulfill the PFSAs of the FA (“cross references are intended as an example of the type of PSFA that may be performed at the facility and are not exclusory or exhaustive).

The City asserted in 2022 that training individuals from the region did not benefit the city of Nome and presumably maintains the same argument for 2023. However, Alaska courts hold to the contrary. *Fairbanks*, 88 P.3d at 135-36 (Programs that serve only a portion of the community can also "add to the improvement of the . . . welfare of the public generally" and as such are also charitable in purpose). Thus, use of the subject property for medical-related training of certain individuals in the Bering Strait region brings public benefit and as such serves a charitable purpose. Further, in *McKee v. Evans*, the Alaska Supreme court upheld an educational-purpose exemption for property used for a vocational training program for union apprentices, finding that Alaska's general public is benefited by training that increases the quality of service from a skilled trade. 490 P.2d. 1226, 1230-31.

B. Hospital Purposes

1. *Exclusive Use Standard.*

Use of the subject property meets Alaska's constitutional test for "exclusive use." The framers of Alaska's constitution chose to pattern the property tax exemption after the standard state property tax exemptions of the day. *Cooley on Taxation* identifies the scope of exemption at that time in states with a property tax exemption based on exclusive use:

Even if the exemption is based upon the use made of the property, it is not limited to property actually indispensable unless the statute so expressly provides, but instead also includes property obviously appropriate and convenient to carry out the purposes of the corporation.

4 *Cooley, Taxation*, § 683, p. 1430. In fact, the framer's colloquy during the Alaska Constitutional Convention makes clear an intent not to impose a "necessity" requirement on the character of the use and does not require that the property's use be indispensable to the institution, stating:

For example, the case of an office building owned by an educational institution, part of which is being *occupied by the institution itself for its own purposes*, and part of which is rented out at a profit. It's the intention here that the part which is rented at a profit could be taxed.

ACCP 1111-12, 2332 (emphasis added).

Alaska's statutory and constitutional property tax exemption has been interpreted consistently with the above-cited standard. In *Catholic Bishop*, the court stated that the standard for interpreting "exclusive use" under Alaska law is whether the use is "direct and primary" to the exempt purposes:

We have interpreted "exclusive use" in accord with our rule of strict construction. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), we decided that "[e]ven when the uses of

a piece of property are highly related to the primarily exempted activity, the exemption will not apply when the statute requires ‘exclusive’ use.” 462 P.2d at 437. All uses of the property must be for the “direct and primary” exempt purpose. *Evangelical Covenant Church v. City of Nome*, 394 P.2d 882, 883 (Alaska 1964) (citing Annot., 154 A.L.R. 895, 898 (1945)). See *Matanuska-Susitna Borough v. King’s Lake Camp*, 439 P.2d 441, 445 (Alaska 1968).⁶⁵

“Direct and primary” to exempt purposes means use which is reasonable and appropriate to accomplish the nonprofit’s purposes. Courts in jurisdictions that, like Alaska, which interpret “exclusive use” to mean uses for the direct and primary exempt purpose have addressed what this means for hospital tax exemptions. In *Norwegian American Hospital, Inc. v. Department of Revenue*, 210 Ill. App. 3d 318, 569 N.E.2d 83 (1st Dist. 1991), the court evaluated what is meant by primary use. The court recognized that the use need not be absolutely indispensable for carrying out, as in this instance, patient care. If the party seeking the exemption can establish that the property is used primarily for purposes reasonably necessary for the accomplishment and fulfillment of the institution’s objectives and administration, an exemption will be sustained.⁶⁶ The *Norwegian* court went on to say, “The hospital need not prove that the subject parcels involved activity that directly related to the healing of patients in order to receive tax exemptions for the properties.”⁶⁷

Similarly, in interpreting the same statutory and constitutional requirement as Alaska has for “exclusive use” for “hospital purposes,” the California Supreme Court held to be tax exempt:

[A]ny property which is used exclusively for any facility which is incidental to and reasonably necessary for the accomplishment of hospital purposes; or, in other words, for any facility which is reasonably necessary for the fulfillment of a generally recognized function of a complete modern hospital.

Cedars of Lebanon v. Los Angeles County, 221 P.2d 31, 35 (Cal. 1950).

The use of this building for training of individuals to provide emergency medical care within the Bering Strait region is directly related to the operation of the hospital. NSHC operates pursuant to a federal contract to fulfill the function of ensuring care of village-based citizens throughout the region. Training individuals from the outlying villages to provide emergency medical assistance is integral to NSHC’s purpose and activity and is not limited to training only individuals who work in the hospital facility.⁶⁸ Further, NSHC is legally required to provide training pursuant to its funding agreement. The building’s use is entirely integrated with the hospital. Its use is not ancillary or incidental. Further, training facilities operated in connection

⁶⁵ 707 P.2d. at 879.

⁶⁶ *Norwegian*, 210 Ill. App. 3d at 322–23.

⁶⁷ *Id* at 324; see also, *Nw. Mem’l Found. v. Johnson*, 141 Ill. App. 3d 309, 490 N.E.2d 161 (1st Dist. 1986) (parking lot for employees and patients exempt from tax as necessary to fulfill the purposes of the hospital although not always in use, and are not exclusory or exhaustive).

⁶⁸ See NSHC Bylaws art. II, § 3 (identifying training as a core hospital charitable purpose).

the hospital are considered part of the hospital.⁶⁹ Similarly, use of the building to house these trainees and medical staff is an integral part of functioning as a regional hospital pursuant to federal contract.

In sum, actual hospital activities are occurring on the subject property. They are actual hospital activities for the following reasons:

1. They are an exercise of purposes set out in Bylaws for which exempt status as a “hospital” was granted by the IRS. They are not extraneous, incidental, or merely related.
2. They are an exercise of key, integral functions required by the federal government to operate as a hospital. *See*, FA, Section 3.
3. They are considered by the federal government (property grantor) to be consistent with the restrictive covenant running with the land that requires it to be used exclusively for health purposes.

2. *Hospital Purposes.*

Alaska courts have not defined “hospital purposes” but have held that the Alaska legislature and framers of the constitution intended for a broad definition of exempt purposes notwithstanding the canon of strict construction for tax exemptions. *Catholic Bishop*, 707 P.2d at 888 n. 37. (“charitable purposes” broadly defined); *McKee v. Evans*, 490 P.2d 1226, 1228-30 (“educational purposes” broadly defined).

Also, hospital “purposes” is a different term than hospital “use”, which the assessor has conflated. *Fairbanks Northstar Borough vs. Dena Nena Henash*, 88 P.3d. 124, fn. 20 (2004) (charitable use is not the constitutional test for exemption). The assessor appears to argue, for instance, that training and housing *uses* at a property are tantamount to solely furthering housing *purposes* or unnecessary training, which is non-exempt. This unlawfully recasts the constitutional test for exemption. *Id.* There can be many types of exclusive uses for hospital purposes. The question is whether a particular use is exclusively for hospital purposes. In this instance, the answer is “yes” as to the subject property. But for the activities occurring at the subject property, the hospital purposes, for which NSHC was formed and which the federal government and tribal governments have contracted them to do, could not be accomplished.

Further, the meaning of “hospital” itself is broader than what the assessor holds. A hospital is generally understood to include the structures operated as part of a hospital complex in addition to the limited area at which care is directly provided to patients. For instance, the Alaska Attorney General has ruled:

‘hospital’ includes a public health center and general, tuberculosis, mental, chronic disease, and other type of hospital, and **related facilities**, including laboratory, outpatient department, nurses’ homes, and **training facilities**, and **central services**

⁶⁹ A.G. Opinion. *Infra*.

facilities operated in connection with a hospital, but does not include a hospital furnishing primarily domiciliary care.⁷⁰

Although the A.G. ruling related to construction of hospitals, it recognizes the multitude of functions and uses to which hospital properties are put. The City argued in 2022, and appears to argue here again for the 2023 tax year, that the A.G.’s definition has been rejected by Alaska courts when it comes to defining “hospital” for tax exemption purposes. *Citing, Sisters of Charity*. That decision is inapposite. This is not the case of NSHC owning property and renting it out to be used for non-hospital purposes, such as in *Sisters of Charity* where a hospital office building was rented to doctors for their own personal practices. The subject property is used by NSHC exclusively for NSHC’s own hospital purposes. The *Sisters* court did not hold that office buildings owned by and used exclusively by hospitals are not exempt.

The Alaska A.G.’s definition comports with, and appears to draw directly from, the federal definition applied to public health facilities. The definition of “hospital” for federal public health purposes and as defined by the CMS, is:

The term “hospital” includes general, tuberculosis, and other types of hospitals, and related facilities, such as laboratories, outpatient departments, nurses’ home facilities, extended care facilities, facilities related to programs for home health services, self-care units, and central service facilities, operated in connection with hospitals, and also includes education or training facilities for health professional personnel operated as an integral part of a hospital, but does not include any hospital furnishing primarily domiciliary care.

42 U.S.C. § 300s–3(1). So, facilities like the subject property which are operated in connection with and operated as an integral part of the hospital, are the hospital.

Like the instant case, the city of Los Angeles in the *Cedars of Lebanon* case challenged whether the particular uses to which hospital property was put met the definition of exclusive use for hospital purposes. The court answered the question by first ascertaining the nature of a hospital. The court accepted the definition posited by the hospital:

‘A hospital is primarily a service organization. It serves three groups: the patients, its doctors, and the public. It furnishes a place where the patient, whether poor or rich, can be treated. . . . Essential to the administration of these techniques is the corps of highly-trained nurses and student nurses who are on duty twenty-four hours per day. In the large hospitals there are the interns and residents whose presence makes it possible for the hospital to do a better job. In addition, the hospital * * * must have administration to see that its services function properly and are coordinated. . .

Cedars of Lebanon, 221 P.2d at 735–36 (quoted, in part). The court found that this describes the “nature, functions, and purposes of a complete and modern hospital.” *Id.* at 736.

⁷⁰ AK Office of Attorney General Opinion, 1981 WL 38838 (Alaska A.G.) (1981) (hereinafter “A.G. Opinion”).

As to the use of the property for housing medical personnel and trainees, this too directly accomplishes NSHC's hospital purposes. The court in *Cedars of Lebanon Hospital v County of Los Angeles* 35 Cal.2d 729, 221 P.2d 31 (Cal. 1950), held that hospital-owned buildings used to house hospital staff were exempt. Resident physicians, interns, nurses, student nurses, supervisory and maintenance personnel, and other employees lived in various buildings that several hospitals maintained for their staff. Describing a building immediately adjacent to one of the hospitals, which housed nurses who paid nominal rent as typical of the quarters at issue, the court pointed out that housing employees on or near hospital property was necessary to cope with emergency situations requiring extra personnel and to otherwise conduct an efficient operation.

On two occasions, Alaska courts have distinguished the *Cedars of Lebanon* ruling because of factual differences. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), the *Cedars* case was found to be inapplicable because the *Harmon* matter involved a specific statutory exemption for the residences of clergy, and not a question of use of property by a hospital.⁷¹ In *Greater Anchorage Area Borough v. Sisters of Charity of the House of Providence*, 553 P.2d 467 (Alaska 1976), the issue concerned office buildings owned by the hospital and being used for the private practice of medical providers and which were not being used by the hospital. The court found *Cedars* to be inapplicable to situations where the property is being leased out for private use.⁷² Those distinctions do not apply in the instant case. The subject property temporarily houses medical personnel from the outlying villages for training purposes.

Temporary housing to train medical personnel and house patients was similarly found exempt in *Abbott-Northwestern Hospital, Inc. v County of Hennepin*, 389 N.W.2d 916 (Minn. 1986) wherein the court recognized that the exemption was broad enough to include auxiliary property reasonably necessary to effectuate hospital purposes and held that a hospital-owned facility providing temporary lodging for patients, medical personnel, and others was exempt. As part of its complex, a public hospital, which had been organized to provide health care services, maintained low-cost temporary housing for preadmission patients, outpatients, patients' families, and medical personnel attending seminars at the hospital. The building included such features as handicap accessibility, indoor access to all medical facilities, and late checkout to coordinate with hospital schedules. The court acknowledged the increasing role of family members in patient treatment and recovery and pointed out that the facility's major advantage over hospital rooms and hotels was cost containment.

The use of this property to support training and housing staff, which NSHC is legally obligated to do, is distinguishable from uses that merely promote the charitable activity. *Cf.*, *Evangelical Covenant Church of America v. City of Nome*, 394 P.2d 882 (Alaska 1964) (revenue from church's operation of radio station supported the charitable purposes but was not itself the direct and primary purpose of the church). The use and operation of this property is an integral part of its operation, without which it could not provide medical care to the outlying villages and could not conduct the necessary training of personnel from outside the Nome area. This is use

⁷¹ *Id.* at 438.

⁷² *Sisters of Charity*, 553 P.2d at 470.

which is directly for the charitable purposes for which NSHC was incorporated and is not use for the primary purpose of production of income. *Matanuska-Susitna Borough v. King’s Lake Camp*, 439 P.2d 441, 445 (Alaska 1968) (distinguishing *Evangelical Covenant Church*, income from participant camp fees were “incidental to and reasonably necessary for the carrying out of the primary charitable purposes of the camp”). As the Alaska court suggested in *Sisters of Charity*, exemption is warranted when the property must be provided and utilized for purposes necessary to the functioning of the hospital. 553 P.2d at 471 n.12.

Moreover, an explicit legislative exemption to permit housing to be considered an exempt purpose of a hospital is not required. The assessor has argued in the past, analogizing to the legislature’s explicit addition of parsonages to the religious purposes exemption (AS 29.45.030(b)), that the legislature would have explicitly identified housing as part of hospital purposes if such were intended to be exempt. To the contrary, the legislature chose to limit the types of properties that would be exempt for religious institutions and did not so limit the types of properties that would be exempt for hospitals. Further, the assessor’s argument ignores the commonly identified broad-based functions and purposes of a modern hospital as defined by numerous legal authorities cited previously. And, Alaska courts have determined they do not need a legislative or constitutional exemption to define “charitable purposes”⁷³ or “educational purposes” broadly,⁷⁴ even in light of the canon of strict construction. The same is true for “hospital purposes.”

See also, additional legal citations and support for exemption for housing of NSHC medical personnel set forth in the appeal of *Block 91, Lots 3 & 4, 117 101-201 W. 5th Avenue.*

Based upon the multitude of legal authorities cited by NSHC for the definition of “hospital” and “hospital purposes”, the direct and primary purpose of the uses of the subject property are for hospital purposes. The assessor has no legal basis for his definition of hospital and hospital purposes.

C. Assessor’s Determination Applies the Wrong Legal Standard.

The assessor has not provided the legal basis for his determination for the 2023 tax year. Assuming it is the same legal basis he relied upon for the 2022 tax year to deny the tax exemption, his analysis misconstrues the applicable law. The assessor suggested that the standard for determining whether property is “exclusively used” for exempt purposes is set forth in *City of Nome v. Catholic Bishop of Northern Alaska*, 707 P.2d 870 (Alaska 1985) and in that regard requires a finding that the use of the property is “directly incidental to and vitally necessary” to the hospital’s exempt purposes.

As stated previously, the exclusive use test is whether the use is direct and primary to the exempt purposes. The “vitally necessary” test is an exception to the “exclusive use” test and was first referenced in *Harmon* for purposes of interpreting a different statutory exemption from the instant case, the religious parsonage exemption under AS 29.10.336 (now AS 29.45.030(b)).

⁷³ *Catholic Bishop*, 707 P.2d at 888.

⁷⁴ *McKee v. Evans*, 490 P.2d 1226, 1230

The church in *Harmon* sought to exempt buildings used for the residences of church administrators, teachers, and visiting church staff members. The buildings were also used for counseling and church social gatherings. The court stated that it must strictly construe whether property is used “exclusively for religious purposes” based on the legislative intent to narrowly define the type of residence which qualifies for exemption.⁷⁵

Similarly, in *Catholic Bishop*, the court addressed the same parsonage exemption under AS 29.53.020(b)(1) (now AS 29.45.030(b)(1)). The court stated that it recognizes a narrow exception to the exclusive-use standard when evaluating the parsonage allowance, as follows:

Residences that are not exempt under AS 29.53.020(b)(1) may still be exempt if their use was directly incidental to and vitally necessary for the exempt use **of other church property**.⁷⁶

With respect to the residence of a religious worker/volunteer, the court evaluated this as “other property” because it did not appear in the list of allowable properties in the applicable statute (i.e., residence of bishop, pastor, priest, rabbi, minister), and applied the narrow “vitally necessary” alternative standard to exclusive use. The *Catholic Bishop* court explained that the “vitally necessary” standard applies only to use of other property and does not supplant the “direct and primary” exclusive-use standard for property used directly with the particular exempt activity.⁷⁷

The pillar of the assessor’s argument is the assertion that the actual uses (medical trainee and personnel housing, and medical training) at the subject property are not exempt, so the property must be considered “other” property and the test is to determine whether the use at this property is incidental to and vitally necessary to support exempt activities occurring elsewhere, i.e. the hospital main building. As stated, the subject property is not “other” property or simply “support” property; it is by definition the “hospital.” And the actual uses are hospital purposes. NSHC’s charitable aims cannot be accomplished or effectuated without the activity carried out at the property. Therefore, the *Catholic Bishop* “vitally necessary” standard does not apply because this is not a case of “other property” discrete from the hospital being used for ancillary purposes or purposes outside of the statutory definition of “hospital purposes”.

Even if the proper test in this instance were to establish the subject property use is “directly incidental to and vitally necessary” to the hospital purposes as the assessor suggests, that standard has been met as well. As described above, NSHC is conducting the activities at the subject property by and on behalf of the federal government (IHS) and various tribal governments explicitly as part of their operation as a hospital. The functions occurring at the subject property are legally required as part of its operation as a hospital pursuant to NSHC’s FA with these governments and pursuant to its Bylaws. As such, the use of the subject property is directly incidental to and vitally necessary to accomplish NSHC’s exempt purposes.

⁷⁵ *Harmon*, 462 P.2d at 436.

⁷⁶ 707 P.2d at 884–85 (emphasis added).

⁷⁷ *Id.* at 880.

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THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR RECORDING DATA AND TO COMPLY WITH MARGIN REQUIREMENTS SET FORTH IN 11 AAC 06.040 OF TITLE 11 OF THE ALASKA ADMINISTRATIVE CODE.

THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL RECORD.

DO NOT DETACH

Contract No. 09-AK-2244

QUITCLAIM DEED

THIS INDENTURE, made this 24th day of July, 2002, between the United States of America, acting through the Secretary of Health and Human Services, by the Director, Division of Property Management, Program Support Center, U.S. Department of Health and Human Services (hereinafter referred to as "Grantor"), under and pursuant to the power and authority delegated by the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 484[k]), as amended (hereinafter referred to as "the Act"), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the Norton Sound Health Corporation (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, by letter dated June 20, 2002, from the General Services Administration, Auburn, Washington, certain surplus property consisting of 0.12 of an acre, more or less, and improved with a 3200 square foot duplex residence, hereinafter described (hereinafter referred to as "the Property"), was assigned to the Department of Health and Human Services for disposal upon the recommendation of the Grantor that the Property is needed for public health purposes in accordance with the provisions of the Act; and

WHEREAS, said Grantee has made a firm offer to purchase the Property under the provisions of the Act, has made application for a public benefit allowance, and proposes to use the Property in accordance with the approved program of utilization; and

WHEREAS, Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, Grantor, for and in consideration of the foregoing and of the observance and performance by Grantee of the covenants, considerations and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim to Grantee, its successors and assigns, all right, title, interest, claim and demand, excepting and reserving such rights as may arise from the operation of the conditions subsequent hereinafter expressed, which the United States of America has in and to the Property, situate, lying, and being in the Nome Recording District, Second Judicial District, State of Alaska, and more particularly described as follows:

A parcel of land consisting of Lot 19, Block 33, Townsite of Nome; located in Section 36, Township 11 South, Range 34 West, Kateel River Meridian, Cape Nome Recording District, second Judicial District, State of Alaska. Contains 0.12 of an acre, more or less.



SUBJECT to any and all other existing easements, encumbrances, covenants, restrictions, reservations or conditions affecting the above described property whether or not the same appear on record.

Grantee shall comply with all applicable Federal, State, municipal, and local laws, rules, orders, ordinances, and regulations in the occupation, use, and operation of the Property.

TO HAVE AND TO HOLD the Property subject, however, to each of the following conditions subsequent, which shall be binding upon and enforceable against Grantee, its successors and assigns, as follows:

1. That for a period of thirty (30) years from the date hereof the Property herein conveyed will be used continuously for health purposes in accordance with Grantee's approved program of utilization as set forth in its application dated the 3rd day of May 2002, amended on May 22 and June 6, 2002, and for no other purpose;
2. That during the aforesaid period of thirty (30) years Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as Grantor or its successor in function may authorize in writing;
3. Where construction or major renovation is not required or proposed, the Property must be placed into use within twelve (12) months from the date of this Deed. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from the date of this Deed;
4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless Grantor or its successor in function directs otherwise, Grantee will file with Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application;
5. That during the aforesaid period of thirty (30) years Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and
6. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by Grantor or for another purpose involving the provision of similar services or benefits, Grantee hereby agrees that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair



Housing Act (42 U.S.C. § 3601-19) and implementing regulations; and, as applicable, Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations, and all requirements imposed by or pursuant to the regulations of Grantor (45 CFR Parts 12, 80, 84, 86 and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of Grantee, its successors or assigns, to which said Acts and regulations apply by reason of this conveyance.

In the event of a breach of any of the conditions subsequent set forth above, whether caused by the legal or other inability of Grantee, its successors and assigns, to perform any of the obligations herein set forth, Grantor or its successor in function will, at its option, have an immediate right of reentry thereon, and to cause all right, title, and interest in and to the Property to revert to the United States of America, and Grantee, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging;

PROVIDED, HOWEVER, that the failure of Grantor or its successor in function to insist in any one or more instance upon complete performance of any of the said conditions subsequent shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions subsequent, but the obligations of Grantee with respect to such future performance shall continue in full force and effect;

PROVIDED FURTHER, that, in the event Grantor or its successor in function fails to exercise its option to reenter the premises and to revert title thereto for any such breach of conditions numbered 1, 2, 3, 4, or 5 herein within thirty-one (31) years from the date of this conveyance, conditions numbered 1, 2, 3, 4, and 5 herein, together with all rights to reenter and revert title for breach of condition, will, as of that date, terminate and be extinguished; and

PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, 3, 4, and 5 and the right to reenter and revert title for breach thereof, will not affect the obligation of Grantee, its successors and assigns, with respect to condition numbered 6 herein or the right reserved to Grantor, or its successor in function, to reenter and revert title for breach of condition numbered 6.

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Grantee may secure abrogation of the conditions subsequent numbered 1, 2, 3, 4, and 5 herein by:

- a. Obtaining the consent of Grantor, or its successor in function, therefor; and
- b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of such requested abrogation, exclusive of the value of improvements made by Grantee to the extent that they add to the value of that portion of the Property to be released, for each month of the period to be abrogated.

Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, with respect to the Property or any part thereof--which covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by Grantor or for another purpose involving the provision of similar services or benefits, and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of and in favor of and enforceable by Grantor or its successor in function against Grantee, its successors and assigns for the Property, or any part thereof--that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; and the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the regulations of Grantor (45 CFR Parts 12, 80, 84 and 91) issued pursuant to said acts and now in effect, to the end that, in accordance with said acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of Grantee, its successors or assigns, to which such Acts and regulations apply by reason of this conveyance.

Grantee covenants and agrees that the Property will be used for secular purposes, with no more than a de minimis level of other activity.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.



Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event Grantor exercises its option to revert all right, title, and interest in and to the Property to Grantor, or Grantee voluntarily returns title to the Property in lieu of a reverter, then Grantee shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by Grantor. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration and codified in the Federal Property Management Regulations at 41 C.F.R. Subpart 101-47.4913 now in effect, a copy of which is attached to Grantee's aforementioned application.

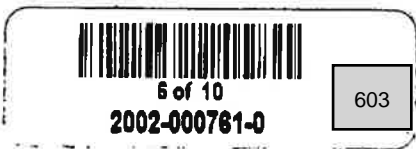
In the event title to the Property or any part thereof is reverted to the United States of America for noncompliance or is voluntarily reconveyed in lieu of reverter, Grantee, its successors or assigns, at the option of Grantor, or its successor in function, shall be responsible for and shall be required to reimburse the United States of America for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by Grantee, its successors or assigns, to adapt the property to the health use for which the property was transferred. The United States of America shall, in addition thereto, be reimbursed for such damage, including such costs as may be incurred in recovering title to or possession of the above-described property, as it may sustain as a result of such noncompliance.

Grantee, by acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part thereof is, at any time within the period of thirty (30) years from the date of this conveyance, sold, leased, disposed of, or used for purposes other than those designated in condition numbered 1 above without the consent of Grantor, or its successor in function, all revenues therefrom or the reasonable value, as determined by Grantor, or its successor in function, of benefits to Grantee, deriving directly or indirectly from such sale, lease, disposal, or use, shall be considered to have been received and held in trust by Grantee for the United States of America and shall be subject to the direction and control of Grantor, or its successor in function; but the provisions of this paragraph shall not impair or affect the rights reserved to Grantor under any other provision of this deed.

Grantee, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that the Property is transferred on an "as is, where is," basis, without warranty of any kind, either expressed or implied, including as to the condition of the Property. Grantee also covenants and agrees for itself, its successors and assigns, that Grantor has no obligation to provide any additions, improvements, or alterations to the Property.

The following covenants and restrictions are provided pursuant to the aforementioned letter of assignment from the General Services Administration, Region 9:

- (A) **NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY:** Pursuant to 40 CFR Part 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) 42 U.S.C. §9630(h)(3)(A)(i), and based upon a complete search of agency files, the United States of America gives notice that no hazardous substance have been released or disposed of or stored for one year or more on the property.



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(B) **CERCLA COVENANT:** The United States of America warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. The United States of America further warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which the Grantee, its successor(s) and assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**

(b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) and assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release of hazardous substance that was not located on the Property on the date of this conveyance; **OR**

(ii) cause or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) and assign(s) seeks to have the United States conduct or pay for any additional response action, and, as a condition precedent to the United States incurring an additional cleanup obligation or related expenses, the Grantee, its successor(s) and assign(s), shall provide Grantor at least 45 days written notice of such claim and provide credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and,

(b) the need to conduct any additional response action or part thereof was not the result of any failure to act by the Grantee, its successor(s) and assign(s), or any party in possession.

(C) **ACCESS:** The United States reserve a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to, and use of, available utilities at reasonable cost to the United

States of America, its successors, assigns. These rights shall be exercisable in any case in which a response action, corrective action or remedial action is found to be necessary to carry out a remedial action, response action, on adjoining property. Pursuant to this reservation, the United States of America and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out any remedial or removal actions required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner, which minimizes interruption with activities of authorized occupants.

- (D) Grantee has inspected the hereinabove-described and quitclaimed property and has satisfied itself that the property is free of any hazardous substances or petroleum products or their derivatives, and Grantee, its successors and assigns and every successor in interest to all or any part of the property, will indemnify, protect, defend, save and hold harmless the United States of America, and the United States' employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs and expenses (including without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum products or their derivatives which may have contaminated the hereinabove and conveyed property after the date of this Quitclaim Deed, including but not limited to any environmental response action, corrective action, or remediation action, the costs of any investigation or removal, monitoring, investigation, sampling, or testing in connection therewith.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting through the Secretary of Health and Human Services

By: Brian J. Rooney
Brian J. Rooney, Chief, Real Property Branch
Division of Property Management
Program Support Center

Barcode
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ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS

On this 24th day of July 2002, before me the undersigned officer, personally appeared Brian J. Rooney, known to me to be the Chief, Real Property Branch, Division of Property Management, Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that he subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.



Shirley A. Kramer

Notary Public

My commission expires 10/11/2004

ACCEPTANCE

The Norton Sound Health Corporation hereby accepts this deed and thereby agrees to all the terms, covenants, conditions and restrictions contained therein.

By *Joe Cladouhos*
Joe Cladouhos

ACKNOWLEDGMENT

STATE OF ALASKA)
SECOND JUDICIAL DISTRICT) SS

On this 1st day of August, 2002, before me,
a Notary Public in and for the State of Alaska, personally appeared Joe Cladouhos, known to me to be the President and CEO, and known to me to be the person who executed the foregoing instrument on behalf of the Norton Sound Health Corporation, and acknowledged to me that he executed the same as the free act and deed of the Norton Sound Health Corporation Board of Directors.

Witness my hand and official seal.

(SEAL)



Balassa Toboienoki
Notary Public

My commission expires 10/25/05

Return to:
Norton Sound
Health Corporation
P.O. Box 966
Nome, AK 99762
Attn: Alice Bioff



Assignment Confirmation

Pursuant to the Supplemental Staffing Agreement dated January 19, 2023, which is incorporated herein by reference, this Assignment Confirmation is intended to update and confirm the details of the upcoming assignment to provide Licensed Professional Nursing services to Norton Sound Health Corp. Details of the assignment include, but are not limited to:

- 1. AB Staffing Contractor: Peter Fokam
 - a. Phone: 832-563-6975
 - b. Email: mbelamum@yahoo.com
 - c. Position: Inpatient Pharmacist
- 2. Shift Schedule: 8-hour shifts (may vary)
- 3. Guaranteed Weekly Hours: 40 hours per week, but is based on facility's needs
- 4. Start Date: 3/20/2023
- 5. End Date: 6/24/2023
- 6. Time Off Request Approved: NA
- 7. Bill Rate: \$120/hr
- 8. Overtime Bill Rate: \$180/hr (will be charged only after 40 hours in a work week)
- 9. Holiday Bill Rate: \$180/hr (holiday work time only approved by Norton Sound Health Corp. representative)
- 10. On-Call Bill Rate: \$6/hr
- 11. Call-Back bill Rate: \$180/hr
- 12. Norton Sound Health Corp. will provide contractor's lodging
- 13. ABSS will cover contractor's flight expense and credentialing costs, if applicable

DocuSigned by:
 Approved By: Krystina Bottom Date: 2/28/2023 | 3:44 PM MST
 Krystina Bottom- Account Manager/Recruiter
 AB Staffing Solutions, LLC

Approved By: [Signature] Date: 3/9/23
 Norton Sound Health Corp.
 Authorized Representative

SESSION II Jan 9- Feb 6, 2023 WEEK #1 Revised 1/4/23	1/9 MONDAY	1/10 TUESDAY	1/11 WEDNESDAY	1/12 THURSDAY	1/13 FRIDAY
8:00 1. Jessie Paniptchuk Shaktoolik (Kim)	Registration and General Introduction 1.0 hr Dan	Urinary System Lecture U13 2 hrs Sarah	Respiratory Lecture U10 2 hr (2.5 hrs scheduled) Kim	Digestive System Lecture U12 3 hrs Sarah	Substance Abuse- Concepts U20f-1 0.5 hr Kathy Substance Abuse- Pt Visit U20f-2 1 hr Kathy
9:00 2. Michelle Jackson Shaktoolik (Mirela/Sarah)	Ear Lecture U8 1.5 hr Kathy				9:30am Written Test 1 hr (trainers meeting)
10:00 3. Cheray Richardson Saint Michael (Lisa)	History Taking Lecture U4c 0.5 hr Kelli	Pregnancy/Prenatal Lecture U21b 2 hrs Kathy (eval by Kelli)	10:30-11:30am Eye Lecture U7 1 hr Kelli		Health/Pt Ed U27b 1 hr Kelli
11:00 4. Grace Atchak Stebbins (Kelli)	History Taking Skills U4c 1 hr Kelli (Sarah/Lisa assist)		11:30 Exam Lecture U4d 0.5 hr Kelli	Reporting Skills U4g 1hr Kelli (Sarah assist)	Student Conferences
1:00 5. Shanelle Bergamaschi White Mountain (Sarah)	Female Repro Lecture U14b 3 hr Kathy	Child srgt-#1- Lisa (Approach to Child U22a 4hr) Clinic-#2 Kim 1-5pm (Acute U4h 4hr) Clinic-#3 Kim 1-5pm (Sick Child srgt U22d 4 hr) Clinic-#5 Sarah 1-5pm (Acute U4h 4hr)	Clinic-#2 Lisa 1-5pm (Acute U4h 4hr) Child Srgt-#3-Kim (Sick Child srgt U22d 4 hr) Clinic-#5 Sarah 1-5pm (Acute U4h 4hr)	Hosp-#2- Kelli (Respu10, Circ U11, GI U12 - 1hr each, 1-2pm Lab Blood Draw U5c1 Child srgt-#6-Kim (e. Dan) (Sick Child srgt U22a 4hr) Srgt-#5- Lisa (Prenatal U21b-2hr, Screening PE U4b --1h	Hosp-#1 Kim 1-5pm (Acute U4h 4hr) Hosp-#3 Lisa 1-5pm (Acute U4h 4hr) Child Srgt-#4-Kelli (Approach to Child U22a 4 hr)
2:00 6. Sophianne Sergie Marshall (Dan)		1-5:30 pm Kelli #3,2,5 Prenatal Exam Skills (surrogates) U21b 1 hr	1-5:30 pm Kelli #1,4,6 Prenatal Exam Skills (surrogates) U21b 1 h	Digestive System Skills U12 1.0 hr Postural Drainage/Clapping U5b6 0.5 hr	Sarah #2,6,5 Digestive System Skills U12 1.0 hr Postural Drainage/Clapping U5b6 0.5 hr
3:00 7. x		Ear Skills U8 1.5 hr Blood Draw (Vein, Fingersticks, heel, PKU) U5c1 1.5 hr	Ear Skills U8 1.5 hr Blood Draw (Vein, Fingersticks, heel, PKU) U5c1 1.5 hr	TB Lecture U25c 0.25 hr TB Skin Test U5c4 1 hr Sputum for TB (collect & transport) U5c5 0.5 hr Urine Sample & Dipstick U5c8 0.5 hr	TB Lecture U25c 0.25 hr TB Skin Test U5c4 1 hr Sputum for TB (collect & transport) U5c5 0.5 hr Urine Sample & Dipstick U5c8 0.5 hr
4:00	Intro to Mental Health U20a 1 hr Lisa 5-6pm Dan more orientation/Cerner	Hgb U5c2 0.5 hr	Hgb U5c2 0.5 hr	Urine for Culture (Collect & Transport) U5c9 0.25 hr 5-6pm Screening P.E.Demo Kelli (on Sarah)	Urine for Culture (Collect & Transport) U5c9 0.25 hr

SESSION II Jan 9- Feb 6, 2023 WEEK #2 Revised 1/4/23	1/16 MONDAY	1/17 TUESDAY	1/18 WEDNESDAY	1/19 THURSDAY	1/20 FRIDAY
8:00 1. Jessie Panipichuk Shaktoolik (Kim)	Circulatory Lecture U11 3 hrs Mirela	Nervous System Lecture U17 3.5 hr Mirela	Mental Health Problem Lecture U20e 3 hr Kelli	Imm's Lecture U25b 1hr Kim	Practical Tests 2 hr (Abd, Pain Exam, Mental Illness HEAP) (Dan, Kim, Kelli, Sarah)
9:00 2. Michelle Jackson Shaktoolik (Mirela)				Imm's Skills U25b 1 hr Kim (Kelli, Sarah assist)	
10:00 3. Cheray Richardson Saint Michael (Lisa)				STI Lecture U25d 2 hrs Kathy	Written Test 1 hr (trainers meeting)
11:00 4. Grace Atchak Stebbins (Kelli)	Male Repro Lecture U14a 1 hr Kathy	11:30-12pm CHA On-Going Ed U28 0.5hr Dan	Mental Status Exam U20e 1 hr Kelli, Sarah, Lisa		11-11-20 UAF Kacey Miller 11:30am Student Conference
** LUNCH **					
1:00 5. Shanelle Bergamaschi White Mountain (Sarah)	Grief & Loss U20i 2 hrs Lisa	Srgt-#2- Lisa (Prenatal U21b-2hr, Screening PE U4b -1hr) Child Srgt-#1-Sarah (Sick Child srgt U22d 4 hr) (eval by Mirela) Srgt-#5- Kim 1-5pm (Acute U4h-5h)	Hosp-#3-Mirela (Resp U10, Circ U11, GI U12 - 1hr each, 1-2pm Lab Blood Draw U5c1) (eval by Lisa) Child Srgt-#4- Sarah (Sick Child srgt U22d 4 hr) Srgt-#5- Kim 1-5pm (Mental Illness U20e 4hr)	Srgt-#2- Sarah 1-5pm (Acute U4h-5h) Hosp-#6-Kelli (RespU10, Circ U11, GI U12 - 1hr each, 1-2pm Lab Blood Draw U5c1) Srgt-#3- Mirela 1-5pm (Mental Illness U20e 4hr)	Srgt-#1- Kelli (Prenatal U21b-2hr, Screening PE U4b -1hr) Child srgt-#5-Sarah (Approach to Child U22a 4hr) Hosp-#4- Lisa 1-5pm (Acute U4h-5h)
2:00 6. Sophianne Sergie Marshall (Dan)		Kelli #3,4,5 INJECTIONS (IM, SQ) U5d1 2 hrs	Kelli #2,1,6 INJECTIONS (IM, SQ) U5d1 2 hrs	Kim #1,4,5 Sick Child Exam Skills U22d 1 hr	Kim #2,3,6 Sick Child Exam Skills U22d 1 hr
3:00 7. x	Mental Health Promotion for CHA/Patients U20b 2 hrs, U20d 2 hrs Lisa Part 1 of 2	Screening Physical Exam Practice U4d 2 hrs	Screening Physical Exam Practice U4d 2 hrs	2-5:30pm IVs U5b1 3 hrs	2-5:30pm IVs U5b1 3 hrs
4:00		5-6 pm (all students) Cold Injuries U6i Lisa Lecture 0.5 hr Skills 0.5 hr (Sarah assist)	All students 5:15-6:15pm Audiology-Ashley Earp		

Kim to Shaktoolik- Melinda Preceptorship

SESSION II Jan 9- Feb 6, 2023 WEEK #3 Revised 1/14/23	1/23 MONDAY	1/24 TUESDAY	1/25 WEDNESDAY	1/26 THURSDAY	1/27 FRIDAY
8:00 1. Jessie Paniptchuk Shaktoolik (Kim/Kelli)	Mouth & Teeth Health/Dz Lecture U9a 1.5 hrs Kathy	Mouth & Teeth Problems Lecture U9b 2.25 hrs Sarah	Skin Lecture U 19 2hrs (part 2 of 2) Kelli	Musculoskeletal Lecture U16 2.5 hrs Sarah	Written T E S T 1 hr (trainers meeting)
9:00 2. Michelle Jackson Shaktoolik (Mirela)			Sick Child Lecture U22d 3 hrs Kathy		Stool Sample/Guaiaac/O&P (Collect & Transport) U5c12 0.75 hr Kelli (Lisa assist)
10:00 3. Cheray Richardson Saint Michael (Lisa)	9:30-10:50 am Dental Health Skills U9a 1.5 hrs Lisa (Mirela assist) (80/90 = 89%)	General Info Meds Skills U24a(4) 0.5 hr (Allergic Reactions & epi) Lisa (Mirela, Sarah assist)			Role of the CHA U1a 1hr Kelli
11:00 4. Grace Atchak Stebbins (Kelli)	10:50-11:50 am Endocrine Lecture U18a 1 hr Kathy	Skin Lecture U 19 2hrs (part 1 of 2) Kelli		Musculoskeletal Exam Skills U16 1.5 hr Sarah (assist by Mirela/Kelli)	Professional Conduct/ Ethics U1b 0.5 hr Kelli 11:30 am Student Conferences
** L U N C H **					
1:00 5. Shanelle Bergamaschi White Mountain (Sarah)	Srgt-#3-Kelli (eval by Dan) (Prenatal U21b-2hr, Screening PE U4b -1hr) Srgt-#4- Lisa 1-5pm (Mental Illness U20e 4hr) Srgt-#1-Sarah 1-5pm (Acute U4h 3hr)	Child srgt-#2-Sarah (Approach to Child U22a 4hr) Hosp-#5-Kelli (Resp U10, Circ U11, GI U12 - 1hr each, 1-2pm Lab Blood Draw U5c1) Srgt-#6- Lisa (eval by Dan) (Prenatal U21b-2hr, Screening PE U4b -1h)	Srgt-#1- Mirela 1-5pm (Mental Illness U20e 4hr) Srgt-#3-Dan 1-5pm (Acute U4h 3hr) Child Srgt-#5- Lisa (Sick Child srgt U22d 4 hr)	Hosp-#4-Kelli (Resp U10, Circ U11, GI U12 - 1hr each, 1-2pm Lab Blood Draw U5c1) Srgt-#2- Mirela 1-5pm (Acute U4h 3hr) Child srgt-#6-Lisa (Approach to Child U22a 4hr)	Clinic-#5- Mirela 1-5pm (Acute U4h 3hr) Clinic-#1 Kelli 1-5pm (Acute U4h 3hr) Child srgt-#3- Sarah (Approach to Child U22a 4h)
2:00 6. Sophianne Sergie Marshall (Dan)	1-6 pm Mirela #2,5,6	1-6 pm Mirela #1,3,4	Sarah #2,4,6	Sarah #1,3,5	Lisa #2,4,6 Urine Pregnancy Test U5c10 0.5 hr
3:00 7. x	Nervous System Skills U17 1.5 hrs Respiratory Skills U10 1hr Circulatory System Skills U11 1 hr	Nervous System Skills U17 1.5 hrs Respiratory Skills U10 1hr Circulatory System Skills U11 1 hr	Wound Care U5b7 4 hrs	Wound Care U5b7 4 hrs	Female Repro Skills U14b 1 hr (plus pelvic and Pap) Male Repro Skills U14a 0.5 hr
4:00	Orthostatic VS U6b ECG U5e1 1 hr	Orthostatic VS U6b ECG U5e1 1 hr			Urinary Skills U13 0.5 hr STI Skills U25d 1 hr

SESSION II Jan 9- Feb 6, 2023 WEEK #4 Revised 1/4/23	1/30 MONDAY	1/31 TUESDAY	2/1 WEDNESDAY	2/2 THURSDAY	2/3 FRIDAY
8:00 1. Jessie Paniptchuk Shaktoolik (Kim)	Emergency Care Review U6a, U6j 8hr (Dan/Sarah/Kim/Mirela/Lisa) (Dan to coordinate)	Practical Tests 2 hr (MS Injury exam, Chest Pain Exam) (Mirela/Sarah/Dan/Kim)	Diabetes Lecture U18b 1 hr Kathy	8-1010am CHAM Med Lecture U24b 2.5 hr Kim (130/150 = 87%)	Written Test 1 hr (HAT final evaluations) 930-10am PHN TB
9:00 2. Michelle Jackson Shaktoolik (Mirela)			Mental Health Emergencies U20c 1 hr Lisa		
10:00 3. Cheray Richardson Saint Michael (Lisa)	HIV/AIDS Lecture U25e 2 hrs Sarah (include 0.5 hr pre/post test patient ed skills practice (Sarah, assisted by Kim & Dan)	Emergency Delivery and NB Resuscitation Skills U21d 2 hrs Lisa (Mirela & Kim assist)	Emergency Delivery and NB Resuscitation Skills U24c 1 hr Kim (52/60 = 87%)	1010-1102am Meds In Clinic U24c 1 hr Kim (52/60 = 87%) 1102-1130 Meds In Clinic Skills U24c 0.5 hr (28/30=93%) 1130-1200 CHAM Med Skills U24b 0.5 hr Kim (Lisa, Mirela, Sarah assist)	10-1030am Sue Gorba SART 1030-11am Jennifer Kawerak Child Advocacy 11-1130am CAMP Libre glucose monitor Tracy Gregg 11:30-12pm BHS PTSD
11:00 4. Grace Atchak Stebbins (Keili/Lisa)					
** LUNCH **					
1:00 5. Shanelle Bergamaschi White Mountain (Sarah)	Srgt-#2- Kim 1-5pm (Mental illness U20e 4hr) Clinic-#6- Mirela 1-5pm (Acute U4b, 4hr) Srgt-#4- Sarah (Prenatal U21b-2hr, Screening PE U4b - 1hr)	Emergency Care Review U6b, U6e, U6g 8hr (Dan/Sarah/Kim/Mirela/Lisa) (Dan to coordinate)	Clinic-#4- Mirela 1-5pm (Acute U4b, 4hr) Hosp-#1- Kim (Resp U10, Circ U11, GI U12 - 1hr each, 1-2pm Lab Blood Draw U5c1) Srgt-#6- Sarah 1-5pm (Mental illness U20e 4hr)	Clinic-#3- Sarah 1-5pm (Acute U4b, 4hr) Child Srgt-#2- Kim (Sick Child srgt U22d 4 hr) Clinic-#5- Mirela 1-5pm (Acute U4b, 4hr)	Practical Retesting Student Conferences
2:00 6. Sophianne Sergie Marshall (Dan)	Lisa #1,3,5 Urine Pregnancy Test U5c10 0.5 hr	(Sarah eval Dan with tx splint demo)	Lisa #2,3,5 Skin Skills U19 2hr	1-5:30pm 1-3pm Skin Skills U19 2hr	HAT Tidy-Up/Smocks Lisa/Mirela
3:00 7.	Female Repro Skills U14b 1 hr (plus pelvic and Pap) Male Repro Skills U14a 0.5 hr Urinary Skills U13 0.5 hr STI Skills U25d 1 hr	7-9pm Mental Health Promotion for CHA/Patients U20b 2 hrs, U20d 2 hrs Lisa Part 2 of 2	3-5pm Plaster Splinting U5b2 2 hrs	3-5pm Plaster Splinting U5b2 2 hrs	Trainers End of Session Eval Meeting
4:00					

Mirela CME

SESSION II Jan 9- Feb 6, 2023 WEEK #5 Revised 1/4/23	2/6 MONDAY	8/30 TUESDAY	8/31 WEDNESDAY	9/1 THURSDAY	9/2 FRIDAY
8:00 1. Jessie Paniptchuk Shaktoolik (Kim)	Keisha Telemed 8am-12pm	Students return home			
9:00 2. Michelle Jackson Shaktoolik (Mirela/Sarah)					
10:00 3. Cheray Richardson Saint Michael (Lisa)					
11:00 4. Grace Atchak Stebbins (Kelli)					
** LUNCH **	*****	*****	*****	*****	*****
1:00 5. Shanelle Bergamaschi White Mountain (Sarah)	1-2:45pm EMS BIA Greg Walls				
2:00 6. Sophianne Sergie Marshall (Dan)					
3:00 7. x	Nicole Otton POC 3-5pm NSRH 2 nd floor				
4:00					

SESSION II	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				Hosp-#5-xxx (RespU10, Circ U11, GI U12 - 1hr each, 1-2pm Lab Blood Draw U5c1)	
				Child Srgt-#5- xxx 1-5pm (Sick Child srgt U22d 4hr)	
				Clinic-#5-xxx 1-5pm (Acute U4h 4hr)	
				Clinic-#5-xxx 1-5pm (Acute U4h 4hr)	
** LUNCH **	** * * * * *	** * * * * *	** * * * * *	** * * * * *	** * * * * *
5.				Hosp-#5-xxx 1-5pm (Mental Illness U20e 4hr)	
6.				Clinic-#5-xxx 1-5pm (Acute U4h 4hr)	
				Child srgt-#5-xxx 1-5pm (Approach to Child U22a 4hr)	
				Hosp-#5- xxxx 1-5pm (Prenatal U21b-2hr, Screening PE U4b -1h)	

Session IV Feb 13-Mar10, 2023 Week #1 rev. 2/13/23	2/13 Monday	2/14 Tuesday	2/15 Wednesday	2/16 Thursday	2/17 Friday
0800 1. Megan Tokpok Teller (Lisa)	Registration & Intro Dan 1.5 hr Sarah	Prenatal Lecture U21b 2 hr (3 hr scheduled) Kathy	Respiratory System U10 2 hr Sarah	Circulatory System U11 3 hr Mirela	Practical Testing 2 hr (Chronic Lung HEAP) Mirela, Lisa, Kelli
0900 2. Cecelia Tingoek Wales (Kelli)	Well Child Lecture U22c 1.5 hr Sarah				
1000 3. Brittany Oxereok Shishmaref (Mirela)	Chronic Disease Lecture U27d 1.5 hr Lisa		Digestive System U12 2 hr Kelli		Written Test 1 hr (trainers meeting)
1100 4. Renee Kuzuguk Shishmaref (Sarah)	Newborn Lecture U 22b 1 hr Kelli			Ear Lecture U8 1 hr Kathy	Complete Hx Skills U4c 0.5 hr Mirela (assist by Sarah) Student Conferences ~ Lunch ~
1300 5.	Sick-Child-Srgt-#2-Kelli (Sick-Child-U22d-4hr) Clinic-#1-Mirela-1-5pm (Acute-4 hr)	Hosp-#3-Sarah-1-5pm (EarU8, Resp U10, Circ U11, GI U12 -4 hr) Srgt-#4 -Kelli (Chronic U27d-4hr) Clinic-#1-Mirela-1-5pm (Acute-4 hr)	Clinic-#4-Kelli-1-5pm (Acute-4 hr) Surgt-#3-Lisa-Female -Repro/Breast-U14b-4hr)	Srgt-#1-Kelli -Newborn-U22b-1hr -Prenatal-U21b-3hr Surgt-#3-Lisa-Female Repro/Breast U14b-4hr) Clinic-#4-Mirela-1-5pm (Acute-4 hr) Well-Child-Srgt-#2-Mirela (U22c-4 hr)-1pm & 3-30pm	Srgt-#4-Kelli -Newborn-U22b-1 hr-Prenatal -U21b-3hr Srgt-#3-Sarah -Complete-Hx&PE -Preventative-Care-Visit (U4a&U4b-2.5hr-ete)
1400 6.	1-5:30pm #3,4 Lisa Breast Exam Skills U15 1 hr Pelvic Exam Skills U14b 1 hr	1-5:30pm #1,2 Lisa Breast Exam Skills U15-1 hr Pelvic Exam Skills U14b-1 hr	1-5:30 pm #3,4 Sarah Well Child Exam Skills U22c 0.5 hr Newborn Skills (exam & resuscitation) U22b 1 hr	1-6:30 pm #3,4 Sarah Well Child Exam Skills U22e-0.5 hr Newborn Skills (exam & resuscitation) U22b-1 hr	1-6pm 3,4 Mirela Resp Skills U10 2 hr
1500	Blood Glucose U5c3 0.5hr	Blood Glucose U5e3 0.5hr	Prenatal Skills (Hx, Exam) U21b 2 hr	Prenatal Skills (Hx, Exam) U21b-2 hr	Circulatory Skills U11 2 hr Orthostatic VS
1600	Chronic Dz Skills U27d 1 hr (2 hrs scheduled) 530-6:30pm Orientation- DynDoc, PPE Sarah	Chronic Dz Skills U27d-1 hr (2 hrs scheduled)	Prenatal Surrogate (clinical) U21b @ HAT 1 hr	Prenatal Surrogate (clinical)-U21b @ HAT -1hr	ECG U5e1 1 hr

Session IV Feb 13-Mar10, 2023 Week #2 rev. 2/22/23 Storm schedule	2/20 Monday Holiday	2/21 Tuesday	2/22 Wednesday	2/23 Thursday	2/24 Friday
0800 1. Megan Topkek —Teller —(Lisa)	Emergency Care Review U6c 8 hours Part 1 of 2 Sarah, Kim, Mirela, Lisa	Musculoskeletal Lecture U16 2 hr Sarah	Tuberculosis U25c 3 hr Lisa	General Info Meds U24a 2 hr Kathy	Practical Testing 1.5 hr (Chest Pain HEAP) Kim, Mirela, Lisa
0900 2. Cecelia Fingeeok —Wales —(Kelli)	*Dan coordinate*				Written Test 1 hr (trainers meeting)
1000 3. Brittany Oxereok Shishmaref (Mirela)	Eye Lecture U7 2 hrs Kim			Cancer U27e 2 hr Kathy	Reporting Skills U4g 1 hr Kim (assist by Mirela)
1100 4. Renee Kuzuguk Shishmaref (Sarah)		Skin Lecture U19 1 hr Mirela			Student Conferences
~ Lunch ~	~ Lunch ~	~ Lunch ~	~ Lunch ~	~ Lunch ~	~ Lunch ~
1300 5.	Sick-Child-Srgt-#1-Lisa —(Sick-Child-U22d-4hr) Srgt-#3-Sarah Complete Hx& PE- Srgt-#4 – Kim Newborn U22b- 1 hr Prenatal U21b- 3hr	Endocrine System U18a 1 hr Sarah	Injury Prevention U26d 2hr Kathy	Hosp-#4-Mirela 1-5pm (Ear U8, Resp U10, Circ U11, GI U12-4 hr) Well Child Srgt-#3-Kim (U22c-4 hr) 1pm & 3:30pm Srgt-#1 —Lisa (Chronic-U27d-4hr)	Srgt-#3-Lisa-Newborn U22b-1hr, Prenat U21b-3hr Srgt-#4 –Mirela (Female) Repro/Breast U14b-4hr) Well-Child-Srgt-#1-Sarah —1pm & 3:30pm-U22e-4 hr)
1400 6.	1-6pm Mirela Resp-Skills U10-2 hr	Diabetes U18b 3 hr Lisa		1,4 Sarah	1,3 Kim
1500	Circulatory-Skills U11-2 hr Orthostatic-VS	Clinic Management U29 2 hr Kim		Ear-Skills U8-2hr	Eye-Exam-U7-0.5-hr Eye-Skills-U5b4-2 hrs
1600	ECG-U5e1-1 hr			Musculoskeletal Skills-U16-2 hr	Skin-Skills-U19-1 hr

Math Practice 6:30-9pm Dan

Sarah/Jill Campbell Re-entry at HAT
Dan Anchorage ARC/RAC/CDs

Session IV Feb 13-Mar10, 2023 Week #3 rev. 2/22/23 Storm schedule	2/27 Monday	2/28 Tuesday	3/1 Wednesday	3/2 Thursday	3/3 Friday
0800 1. Megan Tepek Teller (Lisa)	Nutrition U27c 2 hr Tracy Gregg CAMP (assisted by Kim)	Hosp #4-Kim 1-5pm (EarU8-Resp-U10; Circ-U11-GI-U12-4-hr) Srgt-#1-Lisa (Chronic-U27d-4hr)	Subst. Abuse: Concepts Lecture U20f-1 1hr Kathy	Mental Health Promotion for CHAs U20b 2.5 hrs Lisa	Practical Testing 2 hr (Diabetes HEAP) Mirela, Lisa, Kelli
0900 2. Cecelia Tingoek Wales (Kelli)		3,4 Sarah	Subst. Abuse: Pt Visit Lecture U20f-2 2 hr Kathy		
1000 3. Brittany Oxereok Shishmaref (Mirela)	Nervous System Lecture U17 2 hr Mirela	Ear Skills U8 2hr		Health/Patient Ed Lecture U27b 0.5hr Lisa	Written Test 1 hr (trainers meeting)
1100 4. Renee Kuzuguk Shishmaref (Sarah)		Musculoskeletal Skills U16 2 hr	Subst. Abuse Skills U20f-1 Lisa, assist by Kim, Sarah Interview & role play: 0.5h (U20f-2: Preparing pt ed demo:0.5hr-Lisa)	Health/Pt Ed Skills U27b 1 hr Lisa (assist by Mirela) (include work on U20f presentation)	CHA On-Going Ed U28 0.5 hr Kelli Student Conferences:
~ Lunch ~	~ Lunch ~	~ Lunch ~	~ Lunch ~	~ Lunch ~	~ Lunch ~
1300 5.	U20c-#3-Mirela 1-5pm (Acute-4hr) Srgt-#2-Lisa (Female) Repro/Breast U14b-4hr	Srgt-#1-Kim (Female) Repro/Breast U14b-4hr) Well Child Srgt-#4-Lisa 1pm & 3:30pm U22c-4 hr Clinic-#3-Mirela 1-5pm (Acute-4 hr)	Child Srgt-#4-Kelli (Sick Child U22d-4hr) Srgt-#3-Kim (Chronic U27d-4hr)	Srgt-#1-Kelli Complete Hx & PE Child Srgt-#4-Lisa (Sick Child U22d-4hr) Clinic-#3-Kim 1-5pm (Acute-4 hr)	Emergency Care Review U6c 8 hours Part 2 of 2 Lisa, Mirela, Kelli, Kim, Sarah 1 pm-5:30pm
1400 6.	1-5:15 pm Kelli ,4, 3 Imms Skills U25b 1 hr PPD U5c4 0.5 hr	1-5:45 pm Kelli-2,3 Imms Skills U25b 1 hr PPD U5c4 0.5 hr	4,3,4 Mirela	3,4 Mirela	*Dan coordinate*
1500	Epi IM U24a 0.5 hr Digestive Skills U12 1 hr	Epi IM U24a 0.5 hr Digestive Skills U12 1 hr	Nervous System Skills U17 2 hr Thyroid exam U18a 0.5hr DM foot exam U18b 0.5 hr	Nervous System Skills U17-2 hr Thyroid-exam-U18a-0.5hr DM-foot-exam-U18b-0.5-hr	
1600	MDI & Neb Tx, Peak Flow U5d3 0.75 hr Post Dng/Clap U5b6 0.5hr	MDI & Neb Tx, Peak Flow U5d3 0.75 hr Post Dng/Clap U5b6 0.5hr	Practical retesting (if time)	Practical retesting (if time)	

7-9 Greg Walls EMS WTC

Item H.

Lisa/Kim- student x- Biennial or Re-entry at HAT

Session IV Feb 13-Mar10, 2023 Week #4 rev. 2/22/23 Storm schedule	3/6 Monday Lisa Biennial 8-12 Kim Biennial 1-5	3/7 Tuesday Lisa Biennial 8-12 Kim Biennial 1-5	3/8 Wednesday Lisa Biennial	3/9 Thursday Lisa Biennial	3/10 Friday
1. Megan Topkok Teller (Lisa)	(Older Adult/Health Surveillance Lecture U23 4h/U27a 2.5 hr Part 1 of 2) U23 Older Adult 4 hr Kim	8-9:20am Intro to Environmental Health U26a 1.5hr (80 min = 89%) Racheal Lee (assisted by Kelli)	(Older Adult/Health Surveillance Lecture U23 4h/U27a 2.5 hr Part 2 of 2) U27a Health Surv. 2.5 hr Sarah	Well Child-Srgt-#1 Sarah 1pm & 3:30pm U22c-4hr Srgt-#3 Lisa-Newborn U22b-1hr, Prenat U21b-3hr	Written Test (Final Evaluations)
2. Cecelia Tingook Wales (Kelli)	9:20-11:07am Food/Waterborne Dz U26b 2 hr (107 min = 89%) Racheal Lee (assisted by Kim)	----- Food/Waterborne Dz U26b 2 hr (107 min = 89%) Racheal Lee (assisted by Kim)	----- Adult Health Surveill./ Tobacco Cessation Skills U27a 1.5 hr	3,4 Kim	930-10am Kawerak Child Advocacy
3. Brittany Oxereok Shishmaref (Mirela)	1000 Rabies U26c 1 hr (53 min = 89%) Racheal Lee (assisted by Dan)	11:07-12pm Rabies U26c 1 hr (53 min = 89%) Racheal Lee (assisted by Dan)	Sarah (assist by Kim)	Eye Exam U7 0.5 hr Eye Skills U5b4 2 hrs	1000-1030am Maasingah Imms 1030-11am Maternal Child Health
4. Renee Kuzuguk Shishmaref (Sarah)	1100 Srgt-#3 -Kelli (Chronic U27d-4hr) Srgt-#4-Dan 1-5pm Complete Hx&PE/ U4a&U4b-2.5hr, etc Clinic-#7 - Sarah 4-5pm (Acute-4 hr) (eval by Mirela)	11:07-12pm Rabies U26c 1 hr (53 min = 89%) Racheal Lee (assisted by Dan)	Sarah (assist by Kim)	Skin Skills U19 1 hr	1100-1130am SART 1130-12noon PHN-TB
5.	1300 Srgt-#4-Dan-4-5pm Complete-Hx&PE/ Preventative Care visit (U4a&U4b-2.5hr, etc) Clinic-#7 - Sarah 4-5pm (Acute-4 hr) (eval by Mirela)	1300 Srgt-#3 -Kelli (Chronic U27d-4hr) Srgt-#4-Dan 1-5pm Complete Hx&PE/ U4a&U4b-2.5hr, etc Clinic-#7 - Sarah 4-5pm (Acute-4 hr) (eval by Mirela)	~ Lunch ~ Clinic-#4 - Sarah 1-5pm (Acute-4 hr) Child-Srgt-#3-Mirela (Sick Child U22d-4hr)	~ Lunch ~ Clinic-#4 - Sarah 1-5pm (Acute-4 hr) Hosp-#1 Kim-4-5pm (Ear, U8, Resp U10, Cite U11, GI U12-4hr) Child Srgt-#3-Mirela (Sick Child U22d-4hr)	~ Lunch ~ Practical Retesting Student Conferences
6.	1400 Wound Care (& hooks, rings, splinters, abscesses) U5b7 3 hr Subst. Abuse Skills U20f-2 1hr (Demonstrate pt/community education on an abused substance)	1400 Wound Care (& hooks, rings, splinters, abscesses) U5b7 3 hr Subst. Abuse Skills U20f-2 1hr (Demonstrate pt/community education on an abused substance)	3,4 Kelli	3,4 Kelli	HAT Tidy up/smocks Sarah/Kelli
	1500 Wound Care (& hooks, rings, splinters, abscesses) U5b7 3 hr Subst. Abuse Skills U20f-2 1hr (Demonstrate pt/community education on an abused substance)	1500 Wound Care (& hooks, rings, splinters, abscesses) U5b7 3 hr Subst. Abuse Skills U20f-2 1hr (Demonstrate pt/community education on an abused substance)	IV Skills U5b1 3hr Blood Draw (vein, finger, heel, PKU) U5c1 1hr	IV Skills U5b1-3hr Blood Draw (vein, finger, heel, PKU) U5c1-1hr	HAT Post Session Meeting
	1600 Subst. Abuse Skills U20f-2 1hr (Demonstrate pt/community education on an abused substance)	1600 Subst. Abuse Skills U20f-2 1hr (Demonstrate pt/community education on an abused substance)			

Item H.

Session IV	Monday	Tuesday	Wednesday	Thursday	Friday
1. 0800					
2. 0900					
3. 1000					
4. 1100					
~ Lunch ~	~ Lunch ~	~ Lunch ~	~ Lunch ~	~ Lunch ~	~ Lunch ~
5. 1300					
1400					
1500					Final Student Evaluation
1600					Student Conference

Sarah Shish with Marissa

SESSION III Mar 27-Apr 14, 2023 Week #1 Rev. 3/27/23	3/27 MONDAY	3/28 TUESDAY	3/29 WEDNESDAY	3/30 THURSDAY	3/31 FRIDAY
8:00 1. Emma Sagoonick Shaktoolik (Kelli) L&D On-call 3/27-4/4	REGISTRATION & ORIENTATION Dan	Well Child Lecture U22c 2.5 hr Mirela	STI LECTURE U25d 2 hrs Kathy	Female Repro System U14B 2 hrs Kathy	Practical Tests 1 hr (SQ injection, Growth Charting) Kelli, Mirela, Dan
9:00 2. Gwen Davis Shishmaref (Sarah) L&D On-call 3/27-4/4	Pregnancy/Prenatal Lecture U21b part 1, 4 of 6 hrs Kathy				Written Test Including Child Development Practical 1 Hour (trainers meeting)
10:00 3. Dorcas Okpealuk Shishmaref (Mirela) L&D On-call 4/5-4/13	Ear Exam Skills U8 1 hr Mirela (assist by Lisa)	IMMUNIZATION LECTURE U25b 2 hrs Kathy <i>eval by Mirela</i>		Male Repro System U14a 1 hr Mirela	Return Prenatal History Skills U21b 1 hr Lisa (assist by Mirela)
11:00 4. Autumn Austin Saint Michael (Lisa) L&D On-call 4/5-4/13	SQ& IM deltoid practice 1130- 12noon Kelli (assist by Lisa)			Urinary System U 13 1 hr Kathy	Student Conferences
* * * LUNCH * * * 12:00					
1:00	Pregnancy/Prenatal Lecture U21b part 2 2of 6 hrs Kathy	#4-Lisa 1-5pm 1pm(Newborn U22d-1hr, Postpartum U21e-1hr) 3pmSrgt Prenatal U21b-2 hr #3-Kelli 1-5pm 1pm(Newborn U22d-1hr, Postpartum U21e-1hr) 3pmSrgtPrenatal U21b-2 hr	#2 Lisa 1-5pm 1pm(Newborn U22d-1hr, Postpartum U21e-1hr) 3pmSrgt Prenatal U21b-2 hr #1-Kelli 1-5pm 1pm(Newborn U22d-1hr, Postpartum U21e-1hr) 2:30pm Well Child (U22c-2h)	#4-Kelli 1-5pm 1pmSrgt Prenatal U21b-2 hr 3pm Srgt Sick Child U22d- 2hr Srgt-#3-Lisa (Srgt Well Child) (U22c-4h) 1pm & 3:30pm	#1 Lisa 1pm (Well Child)(U22c-2h) 3:30pm Srgt Sick Child U22d- 2hr #2 Kelli 1pm (Srgt mSTI U25d-2hr) 3pm Prenatal U21b-2 hr
2:00	1-5:30pm Mirela #2,1	1-5:30pm Mirela #4,3		Mirela #2,1 Male Exam U14a 1 hr	Mirela #3,4 Male Exam U14a 1 hr
3:00	Well Child Skills (Imm. Record, Development Screening, the WCC HEAP, the exam, Injections, Growth) U22c 4 hr	Well Child Skills (Imm. Record, Development Screening, the WCC HEAP, the exam, Injections, Growth) U22c 4 hr	Well Child Skills (Imm. Record, Development Screening, the WCC HEAP, the exam, Injections, Growth) U22c 4 hr	Specimen for GC/Chlamydia test U5c11 0.5 hr STI HEAP U25d 1 hr	Specimen for GC/Chlamydia test U5c11 0.5 hr STI HEAP U25d 1 hr
4:00	4-5:30pm Prenatal Exam Skills U21b w/ surrogates 1.5 hr Lisa (assist by Kelli)	5:30-6pm Orient L&D call:Kelli	7-9pm Math practice Dan	Female Exam (include Pap, cultures, U14b 1 hr	Female Exam (include Pap, cultures, U14b 1 hr
5:00					

7-9pm Greg Walls EMS at WTC

Dan 5:30-6:30pm orientation

SESSION III Mat 27-Apr 14, 2023 Week #2 Rev. 3/27/23	4/3 Monday	4/4 Tuesday	4/5 Wednesday	4/6 Thursday	4/7 Friday
8:00 1. Emma Sagoonick Shaktoolik (Kelli) L&D On-call 3/27-4/4	Emergency Care Review U6c 8 hrs (part 1 of 2) (Mirela, Kelli, Sarah, Lisa.)	Emergency Care Review U6c 8 hrs (part 2 of 2) (Mirela, Kelli, Sarah, Lisa.)	Labor & Delivery Lecture U21d 2 hrs Lisa <i>(eval by kelli)</i>	Sexual Abuse/Rape U20h 1.5 hr Sue Gorba (Sarah)	Practical Tests 1 hr (Interpreting Prenatal Measurements, Return Prenatal History) Kelli, Mirela, Sarah
9:00 2. Gwen Davis Shishmaref (Sarah) L&D On-call 3/27-4/4				930am Medevac/Pt Transport U6c7 0.5 hr Kathy	Practical Test: STI HEAP 1.5 hr Sarah, Mirela
10:00 3. Dorcas Okpealuk Shishmaref (Mirela) L&D On-call 4/5-4/13			Newborn Lecture U22b 1 hr Kelli	FAS U21c 2 hr Kathy	10:30-11:30 Written Test including Imms practical 1 hr (trainers meeting)
11:00 4. Autumn Austin Saint Michael (Lisa) L&D On-call 4/5-4/13			Postpartum Lecture U21e 1 hr Kelli		Student Conferences
** LUNCH ** *12:00					
1:00 5.	Srgt-#4-Lisa 1pm (mSTI U25d-2hr), 3pm (Prenatal U21b-2hr) Srgt-#2-Mirela 1pm Prenatal U21b-2 hr 3pm (Well Child)(U22c-2h) <i>(eval by Dan)</i> Skills: Sarah #1,3	Srgt-#1-Mirela 1pm (mSTI U25d-2hr) 3pm Srgt Sick Child U22d- 2hr Srgt-#3-Kelli (well Child) (U22c-4h) 1pm & 3:30pm Skills: Sarah #2,4	L&D Skills U21d 2 hrs Kelli & Lisa	Srgt-#4-Sarah 1-5pm PCC 1pm (mSTI U25d-2hr), 3pm (Prenatal U21b-2hr) Srgt-#2-Lisa 1pm (fST/breast U25d-2hr), 3pm (Prenatal U21b-2hr) Srgt-#1 Kelli 1pm Srgt Prenat. U21b-2 hr Srgt-#4-Mirela (Well Child) (U22c-4h) 1pm & 3:30pm	Srgt-#1-Kelli 1pm- Srgt Prenatal U21b-2 hr 3pm- Srgt Prenatal U21b-2 hr Mirela 3pm #4 Srgt fSTI/breast U25d- 2 hr Sarah 1pm #2 (Well Child)(U22c-2h) 3pm #4 (Well Child)(U22c-2h)
2:00	Immunization Skills (Consent, imm. schedule, reactions, infant injections, documentation) U25b 1 hr	Immunization Skills (Consent, imm. schedule, reactions, infant injections, documentation) U25b 1 hr			
3:00	Urine Preg. Test U5c10 0.25 hr BREAST LECTURE U15 1 hr	Urine Preg. Test U5c10 0.25 hr BREAST LECTURE U15 1 hr	Newborn Exam Skills U22b 1 hr Kelli & Lisa		
4:00	Breast Exam Skills U15 1 hr	Breast Exam Skills U15 1 hr	Postpartum Exam Skills U21e 1 hr Kelli & Lisa		
5:00					

Item H.

5-6pm Cerber PMH & Prenatal
& global autotexts- Dan

Binxy POC 5:15-7:15 pm
NSRH #214

SESSION III Mar 27-Apr 14, 2023 Week #3 Rev. 3/27/23	4/10 Monday	4/11 Tuesday	4/12 Wednesday	4/13 Thursday	4/14 Friday
1. Emma Sagoonick Shaktoolik (Kelli) L&D On-call 3/27-4/4	8:00 Family Problems/Abuse U20g 4 hrs Kathy	Practical retesting Family Planning U21a 3 hrs Kathy	8-10am Nutrition Lecture CAMP (Tracy Gregg) U27c 2 hrs (Kelli)	AGES 5-18 U22e 4 hrs Part 1 of 2 Kathy	(Sonya Goodin departs 152) Written Test 1 Hour (Final evaluations)
2. Gwen Davis Shishmaref (Sarah) L&D On-call 3/27-4/4	9:00				9:30-10:30am Kawarak Child Advocacy
3. Dorcas Okpealuk Shishmaref (Mirela) L&D On-call 4/5-4/13	10:00		10-11:50am Nutrition Lecture Skills CAMP (Tracy Gregg) U27c 2 hrs (Kelli assist)		1030-11am CAMP glucose monitor
4. Autumn Austin Saint Michael (Lisa) L&D On-call 4/5-4/13	11:00				1100-11:30am Hilary Fello WIC 11:30-noon xxxxx BHS
* * * LUNCH * * *					
5.	1:00 Sgt-#1-Mirela 1pm (fST/breast) U25d-2hr), 3pm (Prenatal U21b-2hr) Sgt-#2-Kelli 1pm Prenatal U21b-2 hr 3pm (Well Child) (U22c-2h)	Sgt-#2-Sarah 1pm Prenatal U21b-2 hr 3pm Sgt Sick Child U22d-2hr Sgt-#3-Kelli 1pm Sgt Sick Child U22d-2hr 3pm Sgt Sick Child U22d-2hr	Sgt-#3-Lisa (Well Child) (U22c-4h) 1pm & 3:30pm Sgt-#4-Mirela 1pm (fST/breast U25d-2hr), 3pm Sgt Sick Child U22d-2hr	Sgt-#1-Sarah (Well Child) (U22c-4h) 1pm & 3:30pm (eval by Lisa) Sgt-#3-Mirela 1-5pm 1pm Prenatal U21b-2 hr 3pm Sgt Sick Child U22d-2hr	Practical Test Retakes Student Conferences
	2:00 Lisa #2,3	Lisa #1,4	Kelli #1,3	Kelli #2,4	HAT Clean Up/smocks Lisa/Mirela Supplies: Kelli
	3:00 Wound Care U5b7 3 hrs	Wound Care U5b7 3 hrs	Blood Draw Heel stick, PKU, lead test fingertstick U5c1 1hr IV's U5b1 3 hr (eval by Sarah)	Blood Draw Heel stick, PKU, lead test fingertstick U5c1 1hr IV's U5b1 3 hr	Staff Meeting
	4:00 Standard Precautions U5a3 0.5 hr Response to Contamination U5a4 0.25 hr	Standard Precautions U5a3 0.5 hr Response to Contamination U5a4 0.25 hr			
	5:00 7-9pm Sick Child Lecture U22d 2 hr Kelli				

5:30-6pm Gen. Info Meds Skills
(Epi Skills) U24a 0.5 hr Mirela (Sarah)

SESSION III Week #4	x Monday	x Tuesday	x Wednesday	x Thursday	x Friday
8:00 1. x (Kelli)					
9:00 2. x (Sarah)					
10:00 3. x (Mirela)					
11:00 4. x (Lisa/Dan)					
** LUNCH ** *12:00	* * * * *				
1:00					
2:00					
3:00					
4:00					
5:00					

Lisa gone

SESSION III May 1-19, 2023 Week #1 Rev. 4/10/23	5/1 MONDAY	5/2 TUESDAY	5/3 WEDNESDAY	5/4 THURSDAY	5/5 FRIDAY
8:00 1. Nicole Olton Koyuk (Kelli) L&D On-call 5/1-5/9	REGISTRATION & ORIENTATION Dan	Well Child Lecture U22c 2.5 hr Mirela	STI LECTURE U25d 2 hrs Kathy	Female Repro System U14B 2 hrs Kathy	Practical Tests 1 hr (SQ injection, Growth Charting) Kelli, Mirela, Sarah
9:00 2. Shawn Bergamaschi White Mountain (Sarah) L&D On-call 5/1-5/9	Pregnancy/Prenatal Lecture U21b part 1, 4 of 6 hrs Kathy				Written Test Including Child Development Practical 1 Hour (trainers meeting)
10:00 3. Lila Akeya Savoonga (Mirela/Dan) L&D On-call 5/10-5/18		Ear Exam Skills U8 1 hr Mirela (assist by Sarah)	IMMUNIZATION LECTURE U25b 2 hrs Kathy	Male Repro System U14a 1 hr Mirela	Return Prenatal History Skills U21b 1 hr Kelli (assist by Sarah)
11:00 4. Desiree Davison Elim (Dan/Lisa) L&D On-call 5/10-5/18		SQ& IM deitoid practice 1130- 12noon Kelli (assist by Sarah)		Urinary System U 13 1 hr Kathy	Student Conferences
** LUNCH ** *12:00					
1:00	Pregnancy/Prenatal Lecture U21b part 2 2of 6 hrs Kathy	#4-Sarah 1-5pm 1pm(Newborn U22d-1hr, Postpartum U21e-1hr) 3pmSrgt Prenatal U21b-2 hr #3-Kelli 1-5pm 1pm(Newborn U22d-1hr, Postpartum U21e-1hr) 3pmSrgtPrenatal.U21b-2 hr	# Sarah 1-5pm 1pm(Newborn U22d-1hr, Postpartum U21e-1hr) 3pmSrgt Prenatal U21b-2 hr #1-Kelli 1-5pm 1pm(Newborn U22d-1hr, Postpartum U21e-1hr) 2:30pm Well Child (U22c-2h)	#4-Kelli 1-5pm 1pmSrgt Prenatal U21b-2 hr 3pm Srgt Sick Child U22d- 2hr Srgt-#3-Sarah (Srgt Well Child) (U22c-4h) 1pm & 3:30pm	#1 Sarah 1pm (Well Child)(U22c-2h) 3:30pm Srgt Sick Child U22d- 2hr #2 Kelli 1pm (Srgt mSTI U25d-2hr) 3pm Prenatal U21b-2 hr
2:00		1-5:30pm Mirela #2,1	1-5:30pm Mirela #4,3	Mirela #2,1 Male Exam U14a 1 hr	Mirela #3,4 Male Exam U14a 1 hr
3:00		Well Child Skills (Imm. Record, Development Screening, the WCC HEAP, the exam, Injections, Growth) U22c 4 hr	Well Child Skills (Imm. Record, Development Screening, the WCC HEAP, the exam, Injections, Growth) U22c 4 hr	Specimen for GC/Chlamydia test U5c11 0.5 hr STI HEAP U25d 1 hr	Specimen for GC/Chlamydia test U5c11 0.5 hr STI HEAP U25d 1 hr
4:00	4-5:30pm Prenatal Exam Skills U21b w/ srgts 1.5 hr Kelli (assist by Sarah) Dan 5:30-6:30 orientation				Female Exam (include Pap, cultures, U14b 1 hr
5:00		5:30-6pm Orient L&D call:Kelli	7-9pm EMS skills Mike Owens at WTC		

SESSION III May 1-19, 2023 Week #2 Rev. 4/10/23	5/8 Monday	5/9 Tuesday	5/10 Wednesday	5/11 Thursday	5/12 Friday
8:00 1. Nicole Otton Koyuk (Kelli) L&D On-call 5/7-5/9	Emergency Care Review U6c 8 hrs (part 1 of 2) (Mirela, Kelli, Sarah, Lisa.)	Emergency Care Review U6c 8 hrs (part 2 of 2) (Mirela, Kelli, Sarah, Lisa.)	Labor & Delivery Lecture U21d 2 hrs Lisa	Sexual Abuse/Rape U20h 1.5 hr Sue Gorba (Sarah)	Practical Tests 1 hr (Interpreting Prenatal Measurements, Return Prenatal History) Kelli, Mirela, Sarah
9:00 2. Shawn Bergamaschi White Mountain (Sarah) L&D On-call 5/7-5/9				930am Medevac/Pt Transport U6c7 0.5 hr Kathy	Practical Test: STI HEAP 1.5 hr Sarah, Mirela
10:00 3. Lila Akeya Savoonga (Mirela/Dan) L&D On-call 5/10-5/18			Newborn Lecture U22b 1 hr Kelli	FAS U21c 2 hr Kathy	10:30-11:30 Written Test including Imms practical 1 hr (trainers meeting)
11:00 4. Desiree Davison Elim (Dan/Lisa) L&D On-call 5/10-5/18			Postpartum Lecture U21e 1 hr Kelli		Student Conferences
* * * L U N C H * * * 12:00					
1:00 5.	Srgt-#4-Lisa 1pm (mSTI U25d-2hr), 3pm (Prenatal U21b-2hr) Srgt-#2-Mirela 1pm Prenatal U21b-2 hr (eval by Dan) 3pm (Well Child)(U22c-2h)	Srgt-#1-Lisa 1pm (mSTI U25d-2hr) 3pm Srgt Sick Child U22d-2hr Srgt-#3-Kelli (Well Child) (U22c-4h) 1pm & 3:30pm	L&D Skills U21d 2 hrs Kelli & Lisa	Srgt-#3-Sarah 1-5pm PCC 1pm (mSTI U25d-2hr), 3pm (Prenatal U21b-2hr) Srgt-#2-Lisa 1pm (fSTI/breast U25d-2hr), 3pm (Prenatal U21b-2hr) Srgt-#1 Kelli 1pm Srgt Prenat. U21b-2 hr Srgt-#4-Mirela (Well Child) (U22c-4h) 1pm & 3:30pm	Srgt-#1-Kelli 1pm- Srgt Prenatal U21b-2 hr 3pm- Srgt Prenatal U21b-2 hr Mirela 3pm #3 Srgt fSTI/breast U25d-2 hr Sarah 1pm #2 (Well Child)(U22c-2h) 3pm #4 (Well Child)(U22c-2h)
2:00	Skills: Sarah #1,3 Immunization Skills (Consent, Imm. schedule, reactions, infant injections, documentation) U25b 2 hr	Skills: Sarah #2,4 Immunization Skills (Consent, Imm. schedule, reactions, infant injections, documentation) U25b 2 hr			
3:00	Urine Preg. Test U5c10 0.25 hr BREAST LECTURE U15 1 hr	Urine Preg. Test U5c10 0.25 hr BREAST LECTURE U15 1 hr	Newborn Exam Skills U22b 1 hr Kelli & Lisa		
4:00	Breast Exam Skills U15 1 hr	Breast Exam Skills U15 1 hr	Postpartum Exam Skills U21e 1 hr Kelli & Lisa		
5:00					

Dan Math practice 6:30-9pm
5-6pm Cerner PMH & Prenatal & global autotexts- Dan

Binxy POC 5:15-7:15 pm
NSRH #214

SESSION III May 1-19, 2023 Week #3 Rev. 4/10/23	5/15 Monday	5/16 Tuesday	5/17 Wednesday	5/18 Thursday	5/19 Friday
8:00 1. Nicole Otton Koyuk (Kelli) L&D On-call 5/1-5/9	Family Problems/Abuse U20g 4 hrs Kathy	Serial Monitoring & Documentation of Emergency Pt U6j Skills 0.5 hr Sarah (Kelli) Practical retesting Family Planning U21a 3 hrs Kathy	8-10am Nutrition Lecture CAMP (Tracy Gregg) U27c 2 hrs (Kelli)	AGES 5-18 U22e 4 hrs Part 1 of 2 Kathy	Written Test 1 Hour (Final evaluations)
9:00 2. Shawn Bergamaschi White Mountain (Sarah) L&D On-call 5/1-5/9					9:30-10:30am Kawerak Child Advocacy
10:00 3. Lila Akeya Savoonga (Mirela/Dan) L&D On-call 5/10-5/18			10-11:50am Nutrition Lecture Skills CAMP (Tracy Gregg) U27c 2 hrs (Kelli assist)		1030-11am CAMP glucose monitor
11:00 4. Desiree Davison Elim (Dan/Lisa) L&D On-call 5/10-5/18 * * LUNCH * * *12:00					1100-11:30am Hilary Fello WIC 11:30-noon xxxxx BHS * * * * *
1:00 5.	Srgt-#1-Sarah 1pm (fSTI/breast) U25d-2hr), 3pm (Prenatal U21b-2hr) Srgt-#4-Kelli 1pm Prenatal U21b-2 hr 3pm (Well Child) (U22c-2h)	Srgt-#3-Sarah 1pm Prenatal U21b-2 hr 2hr Srgt Sick Child U22d- 2hr Srgt-#4-Kelli 1pm Srgt Sick Child U22d- 2hr 3pm Srgt Sick Child U22d- 2hr	Srgt-#4-Lisa (Well Child) (U22c-4h) 1pm & 3:30pm Srgt-#3-Sarah 1pm (fSTI/breast U25d-2hr), 3pm Srgt Sick Child U22d- 2hr	Srgt-#1-Sarah (Well Child) (U22c-4h) 1pm & 3:30pm Srgt-#3-Lisa 1-5pm 1pm Prenatal U21b-2 hr 3pm Srgt Sick Child U22d- 2hr	Practical Test Retakes Student Conferences
2:00	Lisa #2,3	Lisa #1,4	Kelli #1,3	Kelli #2,4	HAT Clean Up/smocks Kelli/Sarah Supplies: Lisa
3:00	Wound Care U5b7 3 hrs	Wound Care U5b7 3 hrs	Blood Draw fingerstick U5c1 1hr IV's, IV pump U5b1 3 hrs	Blood Draw fingerstick U5c1 1hr IV's, IV pump U5b1 3 hrs	Staff Meeting
4:00	Standard Precautions U5a3 0.5 hr	Standard Precautions U5a3 0.5 hr			
5:00	Response to Contamination U5a4 0.25 hr 7-9pm Sick Child Lecture U22d 2 hr Kelli	Response to Contamination U5a4 0.25 hr			

5:30-6pm Gen. Info Meds Skills
(Epi Skills) U24a 0.5 hr Sarah (Lisa)

SESSION III Week #4	x Monday	x Tuesday	x Wednesday	x Thursday	x Friday
8:00 1. x (Kelli)					
9:00 2. x (Sarah)					
10:00 3. x (Mirela)					
11:00 4. x (Lisa/Dan)					
* * LUNCH * * *12:00	* * * * *				
1:00					
2:00					
3:00					
4:00					
5:00					

Name	Status	Dept #	Housing Location	Arrived	Leaving
Alyse Morris QCC	Traveler	36150	Kusqii House	4/17/2023	
Kassandra Misinec QCC	Traveler	36150	Kusqii House	4/17/2023	
Akinola Olakunle	Employee	27050	Kusqii House	12/11/2022	
Patrick Fonge	Employee	24050	Kusqii House	12/11/2022	
Roy O'Hanrahan	Traveler	26020	Kusqii House	3/4/2023	3/25/2023
Lance Lane	Village	19456	Kusqii House	2/12/2023	2/19/2023
Sam Otton	Village	19456	Kusqii House	2/12/2023	2/19/2023
Charles Okpealuk	Village	19456	Kusqii House	2/12/2023	2/19/2023
Charles Fagerstrom	Village	19456	Kusqii House	2/12/2023	2/19/2023
Marcus Barr	Village	19456	Kusqii House	2/12/2023	2/18/2023
Joseph Autrey	Traveler	27050	Kusqii House	1/8/2023	2/9/2023
Cheray Richardson	Village	19635	Kusqii House	1/7/2023	2/7/2023
Grace Ann Atchak	Village	19635	Kusqii House	1/7/2023	2/7/2023
Sophieanne Sergie	Village	19635	Kusqii House	1/7/2023	2/7/2023
Jessie Paniptchuk	Village	19635	Kusqii House	1/7/2023	2/7/2023
Michelle Jackson	Village	19635	Kusqii House	1/7/2023	2/7/2023

**Norton Sound Health Corp.
Kusqii House 19556**

	FY21	FY22	Totals
Rental Income	-	-	-
Expenses:			
Salaries & Wages	12,000.00	14,000.00	26,000.00
Heating Fuel	6,296.08	6,000.75	12,296.83
Utilities	6,030.22	7,047.58	13,077.80
Telephone	5,675.58	5,433.34	11,108.92
Corp Housing Allocation	-	-	-
Prop Tax	5,184.00	5,427.60	10,611.60
Consulting & Purchased Svcs	300.00	300.00	300.00
Supplies	810.00	1,698.38	2,508.38
Insurance	601.20	625.46	1,226.66
Equip Purchases	1,100.00	1,100.00	1,100.00
Equip, Repairs & Maintenance	6.35	369.75	376.10
Freight	-	-	-
Depreciation	-	-	-
Total Expense	36,903.43	41,702.86	78,606.29
Excess Rev over (under) Expenses	<u>(36,903.43)</u>	<u>(41,702.86)</u>	<u>(78,606.29)</u>

FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer’s Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The “Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service” among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC’s technical issue, OIT’s support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS’s contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled “Memorialization of Historical Level of PSFAs provided by ANMC and AANHS.” The PSFAs listed in this addendum are taken from NSHC’s FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters’ Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC’s discretion. For the purposes of this FA, the NSHC’s General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

- 3.2.1** Acute patient care swing-bed;
- 3.2.2** Twenty-four hour emergency services, including those associated with being a Level IV trauma center;
- 3.2.3** Ambulatory care services, including after-hour nursing phone triage service;
- 3.2.4** Medevac/air ambulance services;
- 3.2.5** Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621*i*;
- 3.2.6** Specialty clinic support;
- 3.2.7** Sexual Assault Response Team (SART), including forensic exams and counseling of victims;
- 3.2.8** Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;
- 3.2.9** Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;
- 3.2.10** Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;
 - 3.2.10.1** Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;
- 3.2.11** Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;
- 3.2.12** Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;
- 3.2.13** Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/Ps in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training end education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC’s service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

3.8.1 preventing or controlling disease, injury, or disability;

3.8.2 reporting disease, injury, and vital events such as birth and death; and

3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC’s PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandatories associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to “Adjustments Due to Congressional Actions” as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC’s signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC’s FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC’s diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year’s U of O formula allocation to Alaska is designated as “routine” funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated “non-routine” funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC’s statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC’s M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC’s Funding Agreement, “ANTHC M&I Pools Opt In/Opt Out Process.”

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as “routine” M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC’s FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer’s eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer’s eligible tribally and federally owned facilities.

A federal facility’s eligibility for other funding is not affected by a Co-Signer’s decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC’s Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties’ estimate of the Tribe’s full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ “FEDS” refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe’s full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer’s option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled “Adjustments, Due to Congressional Actions.” Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously “restricted” or “un-restricted” categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC’s option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer’s proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksrmaq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaquataat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomedea Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

- 11.3.1.1 The earlier of
 - 11.3.1.1.1 One year after the date of submission of such request; or
 - 11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1. 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____

Norton Sound Health Corporation Funding Agreement - Appendix B Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome	Patient/Employee Housing 607 Division Street	Section 3.2.14; Section 3.5
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomedes	Diomedes Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective October 1, 2022

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Ikayuqti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	Section 3.5
Nome 300 Division Street	Warehouse/Storage West Campus	Section 3.5

Amended and Restated effective October 1, 2022

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Name 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19

Item H.

Amended and Restated effective October 1, 2022

JUN 27 '94 10:16AM

P.5/37

NATIVE VILLAGE OF

DIOMEDERESOLUTION NO. 94-01RESOLUTION AUTHORIZING NORTON SOUND HEALTH CORPORATION
TO ENTER INTO A SELF-GOVERNANCE COMPACT AND ANNUAL FUNDING
AGREEMENT ON BEHALF OF THE NATIVE VILLAGE OF DIOMEDE

WHEREAS, The Native Village of DIOMEDE is the federally recognized tribal governing body for the community of DIOMEDE located in the Bering Straits region of Alaska;

WHEREAS, The Native Village of DIOMEDE desires to support the objective of achieving maximum Alaska Native participation in the direction of health services furnished to Alaska Natives in the Bering Straits region so as to render such services more responsive to the needs and desires of Alaska Natives;

WHEREAS, Norton Sound Health Corporation ("NSHC") is the Alaska Native regional non-profit corporation authorized by tribal resolution to provide Indian Health Services and other health services on behalf of the federally recognized tribes within the Bering Straits region of Alaska;

WHEREAS, NSHC has been selected to participate in an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended by P.L. 100-472 and P.L. 102-184, which is intended to improve and perpetuate the unique government-to-government relationship between Indian tribes and the United States, to strengthen tribal control over federal funding and program management, and to improve the quality of services provided to Native peoples;

WHEREAS, NSHC has successfully applied for and was awarded a Self-Governance Demonstration Project planning grant which evaluated all health services presently provided by NSHC to determine need and effectiveness, including, the redesign of services and program delivery systems, as well as evaluating the contracting of administrative functions and services presently provided by the Indian Health Services to Alaska Natives located in the Bering Straits region;

WHEREAS, The Native Village of DIOMEDE fully supports the goals and objectives of the Self-Governance Demonstration Project, and believes that participation in the Self-Governance Demonstration Project is likely to result in substantial benefit to all tribal governments and individual members throughout the Bering Straits region;

FEB 23 '94 11:32 666 3661

JUN 27 '94 10:17AM

P.6/37

NOW, THEREFORE, BE IT RESOLVED that the Native Village of DIOMEDE hereby authorizes NSHC to initiate all actions necessary to negotiate and enter into a Self-Governance Compact incorporating any and all Indian Health Services activities and functions as may be negotiated and an Annual Funding Agreement with the United States, to be effective October 1, 1994, and continuing, including, if applicable, a Self Governance Compact and Annual Funding Agreement in cooperation with other Alaska Tribal Organizations;

LET IT BE FURTHER RESOLVED that the authority granted by this resolution shall remain in effect until withdrawn by the Native Village of DIOMEDE; and

LET IT BE FURTHER RESOLVED that nothing herein shall be interpreted to alter the validity of the current and existing resolution authorizing NSHC to enter into a P.L. 93-638 contract with Indian Health Services.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTUK

The Native Village of DIOMEDE.

CERTIFICATION

The foregoing resolution was adopted at a duly convened meeting of the Native Village of DIOMEDE, a quorum being present, by a vote of 5 in favor, 0 opposed, and 0 abstaining, this 31st day of JANUARY, 1994.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTUK

The Native Village of DIOMEDE.

ATTEST: Darlene Ahkvasuk
Secretary, DARLENE AHKVASUK
The Native Village of DIOMEDE.

2/2/94

1994 JUN 27 11:38 AM

RESOLUTION OF THE COUNCIL OF THE VILLAGE OF
ELIM

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, this policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS appointed by the tribal governments of communities served by ELIM; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of ELIM Alaska; and

WHEREAS, it is in the interest of the village of ELIM to ensure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

1. NORTON SOUND HEALTH CORPORATION for ELIM village ELIM, ALASKA representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.

2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE N.S.H.C. BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.

- 3. NORTON SOUND HEALTH CORPORATION shall keep the village of ELIM informed about its activities by corresponding or communicating with ELIM at ELIM, ALASKA and the corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.
- 4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.
- 5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.
- 6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council in accordance with the terms and conditions herein.
- 7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redelegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.

President I R A Council *Elin at*
 (Title)

Lincoln Moore
 Certification

The foregoing resolution was adopted at a duly convened meeting of the Village Council of ELIM, ALASKA, a quorum being present this 16th day of SEPTEMBER, 1978.

Matthew H. [Signature]
 Secretary

**NORTON SOUND HEALTH CORPORATION
BOARD BYLAWS**

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 27, 2017**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION****ARTICLE I. PURPOSES AND POWERS**

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation's service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.1 BOARD AUTHORITY.

1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors ("the Board"). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

-
- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies.
2. **Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y) discloses every conviction of the director. In these bylaws, "conviction" shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director's Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on

the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

- 3. State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
- a.** Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a “barrier crime” as defined in 7 AAC 10;
 - b.** Each director shall immediately notify the Chairperson after being charged with a “barrier crime” as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c.** Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d.** Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.
- 4. Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board

shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.

- 5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, “a resident of such village” shall mean a resident of such village or other community in the Bering Straits Region where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

- 1. **Directors.** Qualified directors shall be selected as follows:

- a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomede	1
Mary’s Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

- b. The Nome City Council shall select one director;
- c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

2. **The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
3. **The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

1. **Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
2. **Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.
3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate

shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.

- 6. Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

- 1. Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.
3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.

9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

1. **Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or

immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

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2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
 3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
 4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and
 - (2) The directors discuss a matter on which the Board is empowered to act.
 - b. **The following meetings shall not be open to the public:**
 - (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
 - (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
 - (3) Meetings of hospital medical staff;
 - (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
 - (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.
 - b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
 - c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
 - d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.
2. **Committee Meetings, Special Board Meetings and Emergency Meetings.** Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in

writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.
- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
- g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the

time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.

3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.
2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;

- e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
4. **Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment

of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.

2. **Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
- a. **Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
- b. **Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
- (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;
 - (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
- c. **Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
- (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;

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- (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
 - d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
 - e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.
 - f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
 - g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
 3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
 - a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of

Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:

- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
- (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
- (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
- (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;
- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;

- (9) see that an integrated patient safety program is implemented at all clinical facilities;
 - (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
 - (11) perform such other duties as may be assigned to it by the Board of Directors.
- b. **Board Compliance Committee.** The Board Compliance Committee shall consist of seven persons who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:
- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;
 - (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
 - (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
 - (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.
- c. **Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the

committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs.

d. **Bylaws, Personnel and Policy Review Committee.** The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:

- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
- (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
- (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;
- (4) review all finance policies and amendments thereto proposed by the finance committee;
- (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
- (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
- (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
- (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.

e. **Finance and Audit Committee.** The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall

provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.

- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:

- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations to the Board regarding the implementation of such programs and policies;
- (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
- (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
- (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
- (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
- (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.

- g. **Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her

designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.

- h. Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
- 4. Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
- 5. Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
- 6. Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.

7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

- 1. Qualifications.** The Chairperson of the Board must have:
 - a.** The confidence of the Board to represent them on their behalf;
 - b.** The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c.** The ability to present himself or herself in a professional and respectful manner;

- d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.
2. **Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.
3. **Chairperson's Resignation.**
- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
 - b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited

by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and
6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. **President/CEO.**

- a. **Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.
 - b. **Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
 - c. **Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
 - d. **Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.
2. **Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the

President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-

voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

- 1. Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
- 2. Responsibilities of the Medical Staff.**
 - a.** The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.

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- b. The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
- (1) appointments, reappointments, and other changes in staff status;
 - (2) granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency and patient care; and
 - (5) such specific matters as may be referred to it by the Board.
- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.
3. **Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings.** The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.
4. **Medical Staff Membership and Privileges.**
- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
 - b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice

President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and

such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. et. seq. or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.


The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.

ARTICLE VIII. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held September 27, 2017, at which a quorum was present.


Board Chairperson


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____
By: _____
Title: _____

Approved September 27, 2017

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation ("NSHC"):

I, _____, am a
 _____ director _____ alternate _____ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:
 - Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
 - Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
 - A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
 - A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
 - A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term "convicted" means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been "expunged" which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.

3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC's Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 27, 2017

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above:

<u>Criminal Charge</u>	<u>Date</u>	<u>State/Federal Court</u>

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

Approved September 27, 2017

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted

by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #:
Item 1.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 0 0 1 . 1 1 5 . 0 1

Property legal description: Block 116, Lot 1A, Mineral Survey, Other

Print Owner's Name: Norton Sound Health Corporation

Owner's Mailing Address: PO Box 966, Day Phone: () 443-3337

Nome, AK 99762, Evening Phone: ()

Address to which all correspondence should be mailed (if different than above):

Please also email all information to: dpardee@nshcorp.org

2)

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Row 1: \$1,105,400, \$43,278,300, \$44,383,700. Row 2: Owner's Estimate of Value.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

Total Taxable Value should be \$0.00

Basis for Exemption: AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); Federal Preemption; Sovereign Immunity

See Attached

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Signature of owner or authorized agent (handwritten signature)

Date signed: 4/25/23

Print Name (if different from item # 1): Angie Gorn

SUBSCRIBED and SWORN to before me this 25 day of April, 2023

NOTARY PUBLIC in and for the STATE of ALASKA:

Commission Expires: 03-26-2024



Appeal#:

4)

Assessor's Decision	From:	Land: 1,105,400-	Building: 43,278,300-	Total: 44,383,700-
	To:	1,105,400-	43,278,300-	44,383,700-

Assessor's Reason for Decision: RECOMMENDED DENIAL OF APPEAL - AS IT DOES DISPUTE VALUATION, RATHER DISPUTES WHETHER ENTITY IS EXEMPT FROM TAXATION.
BOARDS OF EQUALIZATION CONVEINE TO CONSIDER VALUATION ISSUES SOLELY.
AN ADDITION PROPERTY APPEALED ON SAME GROUNDS IN 2022, AND IS CURRENTLY ADDRESSED IN THE COURT SYSTEM - WITHOUT RESOLUTION AT PRESENT.
RECOMMEND DENIAL,

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

25 APRIL 2023 [Signature] 1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

[Signature] 4/25/23 Angie Gorn
 Signature of owner or authorized agent Date Printed Name

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

Item 1.

January 24, 2023

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

Re: 2023 Applications for Municipal Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2023 Municipal Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Jack, Block MS 1800 192.1.120
2. Thelma, Block MS 1800 192.1.125
3. Gold Hill, Block MS 1800 192.1.130
4. Block 91 Lot 3 & 4 001.221.05A
5. Block MS 1298 192.1.085
6. Block 33 Lot 19 001.131.01A
7. Block 116 Lot 1A 001.115.01
8. Block 110 Lot 3A 001.211.03B
9. Block 110 Lot 1-2 001.211.03A
10. Block 127 Lot 7A 001.201.05
11. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2023 Applications for Municipal Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281 - 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

RECEIVED

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

Item 1.

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
A separate application must be filed for each legally described lot or parcel of real property.
The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 - 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. Applicant: Norton Sound Health Corporation, Phone: 443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES

2. Type of Exemption Requested:

REAL PROPERTY [X] PERSONAL PROPERTY [X]

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application): NSHC Patient Hostel, Wellness Center and Operations Buildings Block 116 Lot 1A 001.115.01

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption: See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.):

NIA

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

NIA

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

See answer to # 5 above

2023 Application for Municipal Tax Exemption

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: NSHC Patient Hostel, Wellness Center and Operations Buildings

Legal Description: Block 116 Lot 1A 001.115.01

4) Basis for exemption. AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity.

5) Property is owned by NSHC, an Indian tribal government entity. Property is used exclusively for hospital and charitable purposes and operation of the Indian Health Service's integrated health care system in the Bering Strait region, pursuant to the Indian Self Determination and Education Assistance Act.

Patient Hostel houses regional patients currently undergoing medical treatment in Nome and is necessary to effective care. One wing is still dedicated to COVID patient isolation. A significant portion of this building was deemed Municipal Tax Exempt in 2022.

Wellness Center is adjacent to the Patient Hostel and is the location for Behavioral Health Services, Tribal Healing and Wellness Services, the Day Shelter, and Regional Training for EMS/EMT courses and Health Aides. Includes space for the Sobering Center/ Social Detoxification Services soon. The activities in these buildings are part of the licensed operations of the hospital for the provision of continuum of care services. This building was deemed Municipal Tax Exempt in 2022.

Operations building is occupied by staff for the Maintenance, Sanitation and Corporate Housing departments. This building is vital to servicing NSHC Nome and Village Clinic operations for delivering healthcare in the region. This building was deemed Municipal Tax Exempt in 2022.

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

NIA

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

NIA

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

None

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 24th day of January, Year 2023.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation
APPLICANT

[Signature]
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at None He
On this 24 day of January, 2023

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 9/20/2026

THOMAS SIMONSSON
Notary Public
State of Alaska
My Commission Expires Sep 20, 2026

City Clerk Use Only:
Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item 1.



NORTON SOUND HEALTH CORP
 PO BOX 966
 NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
704 E N ST	001.115.01	3/29/2023	4/28/2023

Property Information
Lot Size: 287123 SF; Lot: 1A; BLK: 116; Subdivision: NOME TOWNSITE; Plat#: 2017-21; District: Nome - 201

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$1,105,400	\$43,278,300	\$44,383,700
Exemptions			
Taxable Value	\$1,105,400	\$43,278,300	\$44,383,700

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
 PO Box 281 Nome, AK 99762
 Phone #: (907) 443-6663 Fax#: (907) 443-5345

**Attachment to Administrative Review and Appeal Form
Block 116, Lot 1A, 704 E. N. Street (“Hostel, WTC, Ops”)**

I. Allegations of Error By Assessor

- A. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(8). AS 29.45.030(a)(8) exempts from tax “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law....” The city of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. Constitution. U.S. Const., art. VI, cl. 2. Properties used to carry out federal programs and that are subject to comprehensive and pervasive federal oversight, like the NSHC properties at issue here, are exempt from state or local taxation. Federal preemption is a jurisdictional bar to the City of Nome’s property taxation scheme.
- B. The assessor erred by denying full property tax exemption to NSHC based on NSHC’s sovereign immunity. NSHC is an arm of its member tribes performing essential governmental services to its member tribes’ beneficiaries, pursuant self-determination contracts under the ISDEAA for health services, and as such enjoys tribal sovereign immunity. Sovereign immunity is a jurisdictional bar to the City of Nome’s assessment and collection of property tax on NSHC. There is no *in rem* exception to tribal sovereign immunity.
- C. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(3). AS 29.45.030(a)(3) exempts from property tax “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes.” All portions of properties owned by NSHC are exclusively used for nonprofit hospital AND charitable purposes.

II. Property Use Description

1. General Scope of Activities on Hospital-Owned Properties.

The Norton Sound Health Corporation (NSHC) is a tribally owned and operated, independent, not-for-profit healthcare organization founded in 1970 to meet the healthcare needs of the Inupiat, Siberian Yup’ik, and Yup’ik people of the Bering Strait region. NSHC is governed by a 22-member board of directors who represent all communities and areas of the Bering Strait region, a 44,000 square-mile section of Northwestern Alaska. The NSHC service area encompasses these 44,000 square miles. NSHC is the only regional health system serving Northwestern Alaska.

The NSHC healthcare system includes a tribally owned regional hospital which is operated pursuant to an Indian Self-Determination and Education Assistance Act (ISDEAA) agreement. NSHC operates health facilities and provides health care services to Alaska Natives and other beneficiaries pursuant to the Alaska Tribal Health Compact (ATHC), a multi-tribe self-governance compact with the Indian Health Service (IHS) under Title V of the ISDEAA, 25

U.S.C. § 5381, et seq., and funding agreements (FAs), which include program funding amounts that are negotiated for each fiscal year between the IHS and NSHC to fund the programs, functions, services, and activities (PFSAs) that NSHC performs on behalf of IHS. IHS funds the administration of the PFSAs, including the operation of the hospital facilities in Nome, that NSHC has contracted to perform on behalf of IHS.¹

NSHC is an “instrumentality” of the United States in providing healthcare services under Title V of the ISDEAA. Healthcare services are federal PFSAs provided under the ISDEAA pursuant to the federal trust responsibility to Indians for health care.²

The ISDEAA deems tribes and tribal organizations carrying out ISDEAA agreements to be federal executive agencies for purposes of coverage under the Federal Tort Claims Act (FTCA) and access to federal sources of supply.³ NSHC employees, like employees of other tribal entities operating agreements with IHS under the ISDEAA, are similarly equally covered by the FTCA and are “federal employees” for these purposes.⁴ The ISDEAA also authorizes tribal contractors and compactors to perform personal services otherwise performed by federal employees in determining eligibility for IHS services and benefits, the amounts of such services and benefits, and how such services and benefits should be provided.⁵ In addition, tribal facilities operated under the ISDEAA are interpreted by the Centers for Medicare and Medicaid Services as IHS facilities for purposes of the 100 percent Federal Medical Assistance Percentage under Section 1905 of the Social Security Act.⁶

The ATHC expressly provides that ATHC co-signers, such as NSHC, “are deemed by statute to be part of the Public Health Service (PHS), and the employees of the Tribes and Co-Signers are deemed by statute to be part of or employed by the Public Health Service, for purposes of coverage under the [FTCA],” while performing PFSAs under the ATHC’s compact and as described in its Funding Agreement.⁷ The current NSHC Funding Agreement expressly provides that “support services required to support the provision of health services,” including human resources activities, administration and board support, performance management, financial functions, and the provision of staff housing, are part of the scope of work,⁸ as is the training of community health aides;⁹ emergency medical services training for staff and

¹ 25 U.S.C. § 5325; 25 U.S.C. § 5396(a) (mandatory application of § 5325 to Title V agreements).

² 25 U.S.C. § 1602.

³ 25 U.S.C. §§ 450f(d) and 450j(k).

⁴ See 25 U.S.C. §§ 5321(d) and 5396(a); *M.J. ex rel. Beebe v. United States*, 721 F.3d 1079, 1084 (9th Cir. 2013).

⁵ 25 USC § 450j(g).

⁶ 42 U.S.C. § 1396(d).

⁷ See ATHC Article V Sec. 3(a).

⁸ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Human Health And Human Services Of The United States of America Fiscal Years 2018-2020 § 3.5.

⁹ *Id.* §§ 3.4.4, 3.4.5.

community members throughout the region,¹⁰ and the provision of lodging for patients, family members of patients, and their escorts.¹¹

2. Specific Use of Hostel, WTC, Ops.

This lot includes three buildings. One building is used for patient housing, called the “hostel.” (See attached blueprint). It is comprised of a west wing and east wing. The east wing has been historically devoted to pre-admission maternity patients. However, to address the COVID-19 public health emergency, the east wing continues to be used for isolation and quarantine of COVID-19 patients. The west wing is used for general pre-admission patients but is also being used at times for isolation of COVID-19 patients as need arises.

The purpose of the patient hostel is devoted entirely to housing patients, predominantly all of whom must travel from the outlying villages to receive care at the NSHC facilities. Most of the patients are Medicaid and IHS patients who lack the resources to pay for a hotel room or have no alternative place to stay close to the facility when they are being provided care at NSHC. There is a very high demand for patient housing and the hostel is always full. Patients at the hostel receive pre- and post-admission support, including three meals per day provided by the hospital. One hundred percent (100%) of the hostel is used for patient care. Patient stays at the hostel are integrated into and essential to the care they receive, including but not limited to, medication support, control of diet, handicap related support, proximity to the main hospital campus to facilitate delivery of care and special needs, and other essential care services. In addition, 40% of the hostel is dedicated to COVID-19 quarantine. The patient hostel is directly across the street from the hospital. The average length of occupancy is two (2) to three (3) days.

As the NSHC Community Health Needs Assessment indicates, the NSHC service area encompasses 44,000 square miles and serves the entire community of the Bering Strait region, not just Nome. <https://www.nortonsoundhealth.org/nshc-2020-community-health-needs-assessment/>. NSHC is the only regional health system serving Northwestern Alaska. Without the ability to house patients from this service area, NSHC would be unable to provide care to the community it serves. Put another way, if NSHC cannot house its regional patients, it cannot fulfill its charitable purpose as a hospital or carry out its scope of work under its ISDEAA agreement. A significant portion of this building was deemed tax exempt in 2022.

Wellness Center is adjacent to the Patient Hostel and is the location for Behavioral Health Services, Tribal Healing and Wellness Services, the Day Shelter, and Regional Training for EMS/EMT courses and Health Aides. Includes space for the Sobering Center/ Social Detoxification Services soon. The activities in these buildings are part of the licensed operations of the hospital for the provision of continuum of care services. This building was deemed Municipal Tax Exempt in 2022.

Operations building is occupied by staff for the Maintenance, Sanitation and Corporate Housing departments. This building is vital to servicing NSHC Nome and Village Clinic

¹⁰ *Id.* § 3.4.7.

¹¹ *Id.* at § 3.2.14.

operations for delivering healthcare in the region. This building was deemed Municipal Tax Exempt in 2022.

III. NSHC Enjoys the Sovereign Immunity of its Member Tribes and is Immune from Suits to Collect Taxes

Tribal healthcare entities like NSHC performing self-determination contracts under the ISDEAA for health services enjoy sovereign immunity,¹² including those operating off-reservation.¹³ “Indian tribes have long been recognized as possessing the common-law immunity from suit traditionally enjoyed by sovereign powers.”¹⁴ “As a matter of federal law, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has waived its immunity.”¹⁵ “[T]ribal immunity is a matter of federal law and is not subject to diminution by the States.”¹⁶ Tribal immunity extends to tribal governing bodies and to tribal agencies or entities that act as an “arm of the tribe.”¹⁷ Lastly, “[i]t is settled that a waiver of [tribal] sovereign immunity cannot be implied but must be unequivocally expressed.”¹⁸

In *Barron v. Alaska Native Tribal Health Consortium*, the U.S. District Court for the District of Alaska held a tribal health consortium organization enjoyed sovereign immunity where the organization was formed by Alaska Native tribes; its creation was authorized pursuant to the ISDEAA; it received federal funding to conduct activities that benefitted tribal members; the structure of its board placed control over its ownership and management in representatives of the Alaska Native tribes; its purpose of entering into self-determination and self-governance agreements was “core to the notion of sovereignty”; and it received federal funding “to carry out governmental functions critical to Alaska Native tribes,” i.e., healthcare services.¹⁹ Like the entity in *Barron*, and as more fully discussed below, NSHC shares these same attributes.

Tribal immunity extends to suits to collect unpaid taxes. This is because, as the U.S. Supreme Court noted in *Oklahoma Tax Commission v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, “[a]lthough Congress has occasionally authorized limited classes of suits against Indian tribes, *it has never authorized suits to enforce tax assessments.*”²⁰

In the U.S. Circuit Court of Appeals for the Ninth Circuit, where NSHC is located, courts look to the following factors to determine whether a tribal entity functions as an “arm of the tribe” and is therefore entitled to share in the tribe’s sovereign immunity: “(1) the method of

¹² *Manzano v. S. Indian Health Council, Inc.*, No. 20-cv-02130-BAS-BGS, 2021 WL 2826072, at *1 (S.D. Cal. July 7, 2021) (non-profit healthcare corporation formed by membership of seven tribes entitled to sovereign immunity).

¹³ See *Pink v. Modoc Indian Health Proj., Inc.*, 157 F.3d 1185, 1189 (9th Cir. 1998) (nonprofit corporation created and controlled by two tribes entitled to sovereign immunity).

¹⁴ *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978).

¹⁵ *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998) (citations omitted).

¹⁶ *Id.* at 756 (citations omitted).

¹⁷ *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718, 725 (9th Cir. 2008).

¹⁸ *Santa Clara Pueblo*, 436 U.S. at 58 (citation omitted) (internal quotation omitted).

¹⁹ 373 F.Supp.3d 1232, 1239–40 (D. Alaska 2019).

²⁰ 498 U.S. 505, 510 (1991) (emphasis added).

creation of the economic entities; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) the tribe’s intent with respect to the sharing of its sovereign immunity; and (5) the financial relationship between the tribe and the entities.”²¹ In *White v. University of California*, the Ninth Circuit upheld the district court’s application of this test to hold that a tribal repatriation committee formed by twelve tribes was entitled to sovereign immunity because it was created by resolution of each of the tribes; comprised solely of tribal members appointed by each tribe; funded exclusively by the tribes; and its purpose, “to recover remains and educate the public, [was] ‘core to the notion of sovereignty.’”²² And in *Pink v. Modoc Indian Health Project, Inc.*, the court held that a subsidiary tribal entity established and controlled by several tribes to provide health care services was protected by sovereign immunity.²³

1. NSHC’s method of creation supports immunity.

NSHC was incorporated on November 27, 1970 under the Alaska Non-Profit Corporation Act. Article VII of the NSHC Articles of Incorporation names three individuals representing the Alaska Native villages of Shaktoolik, Gambell, and Teller to the initial Board of Directors, and Article VIII shows the same three Village representatives as the initial incorporators. The formation and governance of NSHC was thereby tied directly to the member Villages. Article I and Article III of the Articles of Incorporation also provide that NSHC shall be “non-profit in nature,” weighing in favor of treating it as an arm of the tribes. It is clear that NSHC’s member tribes have delegated their governmental, rather than commercial, responsibility to provide health care to NSHC, which is not a for-profit venture but a vehicle for providing government health services.

2. NSHC’s purpose to provide governmental health care supports immunity.

²¹ *White v. Univ. of Cal.*, 765 F.3d at 1025 (2014) (citation omitted). Although not included in the Ninth Circuit’s “arm of the tribe” test, an additional factor is examined by the Tenth Circuit: “the policies underlying tribal sovereign immunity and its connection to tribal economic development, and whether those policies are served by granting immunity to the economic entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino and Resort*, 629 F.3d 1173, 1187 (2010).

Here, a grant of immunity to NSHC furthers the policies underlying tribal sovereign immunity. The doctrine of tribal sovereign immunity exists in order to avoid “interference with tribal autonomy and self-government,” *Santa Clara Pueblo*, 436 U.S. at 59, and “infringe[ment] on the right of the Indians to govern themselves.” *Williams v. Lee*, 358 U.S. 217, 223 (1959). Like the doctrine of tribal sovereign immunity, the fundamental policy underlying the ISDEAA is to enhance tribal autonomy and control in the provision of services to tribal communities. *See, e.g.*, 25 U.S.C. § 5302(a) (declaring that policy of ISDEAA is to assure “maximum Indian participation in the direction of educational as well as other Federal services to Indian communities so as to render such services more responsive to the needs and desires of those communities”). NSHC has taken on the entire federal responsibility for health care services for its member tribes. The essential federal-tribal nature of the ISDEAA program and the fact ISDEAA programs are funded by the federal resources that would have been spent on programs serving those tribes shows that NSHC is completely financially dependent on the tribes’ right to ISDEAA funding, and has stepped into the tribes’ shoes and operates as the “health arm” of its member tribes. Because NSHC has stepped into the shoes of its member tribes as the “health arm” of those tribes in order to enter a government-to-government relationship with the United States, NSHC’s immunity from suit protects the tribal autonomy of NSHC’s member governments.

²² *White*, 765 F.3d at 1025.

²³ 157 F.3d at 1188–89.

NSHC's Bylaws, adopted in 1977 and revised in 1978–79, expressly establish the Corporation's purposes as follows:

1. To establish and maintain facilities, including but not limited to hospital and clinics, for the care of people suffering from injury, illness or disability requiring medical and hospital services and utilizing both inpatient and outpatient facilities and services, such care to be given regardless of the person's race, color, creed, age, sex, nationality or ability to pay.
2. To participate, so far as the circumstances may warrant, in any activity to promote the general health of the principal area.
3. To carry on educational programs, including the training of healing arts personnel, relating to rendering care to the sick and the promotion of health and the maintenance of high health care standards.
4. To advance general community understanding of, confidence in and proper use of the total program of health services.
5. To carry out the foregoing purposes [through the receipt and disbursement of funds and assets].

Each of these purposes reflects the delegation from the member tribes of their respective governmental health care responsibilities to NSHC. Indeed, the purpose of NSHC is to “step into the shoes” of the federal government to carry out, through the ISDEAA, the United States' responsibility to provide health care for Alaska Native and American Indian people.²⁴

3. The tribal governments' close ownership, and management and control of NSHC support immunity.

NSHC is structured such that NSHC's member tribes directly control the governance of NSHC. Article IV of the Bylaws established a Board of Directors of 22 elected directors. Each of the 16 member villages elects one representative to the Board of Directors, and the Nome Eskimo Community elects two directors. The Nome City Council may elect one director, and the Board of Directors, among themselves, elects three additional directors representing Nome. Article V provides that the NSHC officers, including the Chairman, are elected from among the Board of Directors.

To this point, in 1980, the United States Department of the Interior unequivocally determined, based on the member tribal organizations' direct control of NSHC, that NSHC is an arm of the member tribes.²⁵

In his Memorandum, Alaska Regional Solicitor Dennis J. Hopewell informed the BIA Area Director, Juneau Area Office that “[NSHC] is not only considered the ‘health arm’ of the Bering Straits Native Corporation . . . which is a recognized Indian tribe . . . but the Norton Sound Health Corporation is controlled, sanctioned and chartered by other tribal governing bodies.” Hopewell considered the NSHC Bylaws to be conclusive evidence of NSHC's direct

²⁴ See 25 U.S.C. § 5302.

²⁵ Status of Norton Sound Health Corporation As A Tribal Organization Pursuant to P.L. 93-638.

control by its member tribal entities, stating “[s]ince the Bylaws for the [NSHC] also spell out that ‘[t]he management of the property, funds, affairs and business of this Corporation shall be vested in a Board of Directors consisting of ...’ the members listed above, there can be no doubt that the corporation is controlled by tribal governing bodies.” Hopewell found that NSHC “in addition to being controlled by, is also sanctioned and chartered by such tribal governing bodies,” and “[t]his representation also shows that the operation and management of [NSHC] includes the maximum participation of Indians in all phases of its activities.”

4. The tribal governments intended that NSHC share in their tribal sovereign immunity.

In 1975, Congress signed the ISDEAA (Pub. L. No. 93-638) into law. In 1978 and 1979, NSHC’s member Alaska Native Villages each executed resolutions authorizing NSHC to enter contracts and grants with the United States on their behalf.²⁶ In 1994, the member Villages executed additional resolutions, which provide the current authority for NSHC to enter into the compact and funding agreements.²⁷

Each resolution acknowledged that Congress enacted the ISDEAA as a “far reaching Indian Self-Determination Policy” that “grants Alaska Native villages the *sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government* under Public Law 93-638 for the provision of Government services to Native peoples.”²⁸ The resolutions further note that NSHC “has village representation and traditionally provided information both to and from the village on health related matters” and that NSHC “is controlled and operated by a Board of Directors appointed by the tribal governments” of its member communities.²⁹

In recognition of the foregoing, the resolutions authorize NSHC “to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people” in the region.³⁰ The resolutions further authorize NSHC and its Board of Directors “to act on behalf of this village on health and related services” and “to accept funding for health and related service projects for this village from all funding agencies private and public.”³¹ The United States Supreme Court has noted that “[t]he common law sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and self-governance.”³² The resolutions’ provisions that NSHC would “act on behalf” of the villages as their health arm and delegation of governmental duties to NSHC reflects their intent that NSHC would share in the “corollary” privilege of immunity from suit in carrying out those functions.

²⁶ A representative resolution from the Native Village of Elim is attached [hereafter Elim Resolution].

²⁷ A representative resolution from the Native Village of Diomedes is attached.

²⁸ See, e.g., Elim Resolution at 1 (emphasis added).

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Ibid.*

³² *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng'g*, 476 U.S. 877, 890 (1986) (emphasis added).

5. NSHC is wholly financially dependent on the member tribes' assignment of their right to contract with IHS to provide health services to their members.

Under the ATHC, all Alaska tribes participate in the delivery of health care services to their members and other beneficiaries in accordance with the principles of tribal self-governance. The Compact allowed NSHC, on behalf of its member tribes, to enter into a government-to-government relationship with the United States. Since 1994, NSHC has participated each year with other co-signers and the IHS in the negotiation of funding agreements and amendments to the ATHC.

The funding agreement (FA) NSHC negotiates annually with IHS on behalf of the member tribes includes a broad scope of work covering a wide variety of health care services, from hospital and clinic services to long-term care, from dental services to lodging for patients.³³ In fact, while NSHC is the *signatory* to the funding agreement, the *parties* to the FA are the HHS Secretary and NSHC's member villages themselves. The 2018 Funding Agreement, titled "Funding Agreement Between Certain Alaska Native Tribes Served by the Norton Sound Health Corporation and the Secretary Of Health And Human Services Of The United States Of America," states:

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.³⁴

Section 2.1 of the 2018 FA "obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC." Section 5.2 provides these resources represent the entirety of the member Tribes' entitlement to these funds: "NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA." Section 4 of the 2018 FA describes the total FY 2018 funding made available to NSHC from funds that would otherwise be allocated to NSHC's member tribes. Without the Compact and Funding Agreements, through which NSHC performs governmental functions for their member villages, NSHC would be unable to function. Accordingly, the financial relationship between NSHC and the tribal entities supports NSHC's immunity.³⁵

In substance and in form, NSHC serves as an arm of its member tribes. NSHC is dependent on the authorization and support of its member tribal governments to operate, and it

³³ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Health And Human Services Of The United States Of America Fiscal Years 2018-2020 §§ 3.2, 3.4.1, and 3.2.14.

³⁴ *Id.* at 1.

³⁵ See *White*, 765 F.3d at 1025 (fact that entity was funded solely by the tribe supported determination that entity was an "arm of the tribe" entitled to immunity).

fills a critically under-resourced governmental function—far different from a private, for-profit economic venture or other state-incorporated non-profits that may operate in the public sector but are not fulfilling government functions. NSHC shares in the sovereign immunity of its member tribes, and this immunity from suit extends to suits to collect unpaid taxes. This sovereign immunity operates unless specifically and unequivocally waived, and NSHC has not waived its immunity.

IV. The City’s Taxation is Preempted by Federal Law

Alaska Statute 29.45.030(a)(8) exempts from tax, “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The City of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. The Alaska Supreme Court itself has applied the doctrine to preempt borough property taxation on “*all space in a building that contains a tribally operated clinic.*”³⁶

Under the implied federal preemption doctrine, space that is used to carry out federal programs and that is subject to “comprehensive and pervasive federal oversight” is exempt from state or local taxation.³⁷ The U.S. Supreme Court has applied the implied federal preemption doctrine to the fields of tribal timber in *White Mountain Apache Tribe v. Bracker*,³⁸ and Indian education in *Ramah Navajo School Board, Inc. v. Bureau of Revenue, New Mexico*.³⁹ Like tribal timber and Indian education, Indian healthcare is subject to comprehensive and pervasive federal oversight, preempting the application of borough property taxes.

In *Ramah Navajo*, the U.S. Supreme Court found that the “[f]ederal regulation of the construction and financing of Indian education institutions is both comprehensive and pervasive.”⁴⁰ The Court cited the federal policy of Indian self-determination, and in particular its codification and application to education in the ISDEAA and its “detailed and comprehensive” regulations.⁴¹ By contrast, the state provided little support for Indian education, asserting only its general interest in raising revenue through taxation.⁴² Thus, the federal and tribal interests outweighed those of the state under the preemption test.⁴³

In *Ketchikan Gateway Borough v. Ketchikan Indian Corporation*, in a case strikingly similar to the instant matter, the Alaska Supreme Court upheld application of the implied federal preemption doctrine to exempt from borough taxes “*all space in a building that contains a*

³⁶ *Ketchikan Gateway Borough v. Ketchikan Indian Corp.*, 75 P.3d 1042, 1044 (2003) (emphasis added).

³⁷ *Id.* at 1048.

³⁸ 448 U.S. 136, 146–47 (1980).

³⁹ 458 U.S. 832 (1982)

⁴⁰ *Id.* at 839.

⁴¹ *Id.* at 839–40 .

⁴² *Id.* at 841–42.

⁴³ *Id.* at 843.

*tribally operated clinic.*⁴⁴ In that case, the tribally operated clinic was funded by the IHS and operated on land conveyed by the United States.⁴⁵ The only space held not to be exempt from taxation was “space not committed to use by the clinic,” because it was “uncertain how the uncommitted space would be used” and it “appear[ed] that at least for near-term purposes it [would] either be leased to others or used for other [i.e., non-clinic-related] programs of [the Indian corporation].”⁴⁶ The court stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied to vacant property, “the unused space, when used, was intended to be used for tax-exempt purposes.”⁴⁷

In *Ketchikan Gateway*, the Alaska Supreme Court noted that federal preemption in Indian tax cases is quite different from federal preemption in other areas of the law, which require a clear statement from Congress of its intent to displace state law.⁴⁸ Instead, the U.S. Supreme Court has developed a “flexible pre-emption analysis sensitive to the particular facts and legislation involved” and “requires a particularized examination of the relevant state, federal, and tribal interests.”⁴⁹ As the U.S. Supreme Court instructed in *Ramah Navajo*, there is no requirement for a statute to “express the intention to pre-empt” state taxation, with the Court confirming that “[t]his argument is clearly foreclosed by our precedents.”⁵⁰

This property is integral to the provision of healthcare under NSHC’s ISDEAA agreement. As programs and services that support the healthcare operations are included under the scope of work as defined in NSHC’s Funding Agreement, all areas used for human resources, administration and board support, performance management, training, medical personnel housing, patient housing, and financial function are integral to NSHC’s healthcare operations under the ISDEAA.

The Alaska Supreme Court, in *Ketchikan Gateway Borough*, acknowledged that federal law preempts state taxation where the activity is subject to comprehensive and pervasive federal oversight.⁵¹ The federal and tribal interests in the instant case are clear and strong. Provision of Indian health care services is comprehensively and pervasively regulated; this is manifest both in the ISDEAA and in the Indian Health Care Improvement Act (IHCIA). Congress expressed its

⁴⁴ 75 P.3d at 1044 (emphasis added).

⁴⁵ *Id.*

⁴⁶ *Id.* at 1049, 1048 n.27.

⁴⁷ *Id.* at 1048, n.27 (citations omitted). See also *United Way of the Midlands v. Douglas Cnty. Bd. of Equal.*, 337 N.W.2d 103, 107 (Neb. 1983) (“Oftentimes a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”); *Our Savior Lutheran Church v. Dep’t of Revenue*, 562 N.E.2d 1198, 1201 (Ill. 1990) (“We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”). The latter case was cited positively by the *Ketchikan Gateway* court. 75 P.3d at 1048, n.27.

⁴⁸ *Id.* at 1046.

⁴⁹ *Id.* (quoting *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 176 (1989) and *Ramah Navajo*, 458 U.S. at 838).

⁵⁰ 458 U.S. at 843.

⁵¹ 75 P.3d at 1048.

intention in the ISDEAA that those operating under self-determination contracts receive the same amount of funding as would the federal government if one of its departments was still providing the services in question. Congress’s clear intent would be undercut if NSHC has to use its federal funding to pay property taxes from which IHS would be exempt.⁵² In *Ramah Navajo*, the U.S. Supreme Court found that a similar depletion of federal funds to reimburse the contractor for state gross receipts taxes would contravene federal policy and Congress’s intent and thus argued in favor of preemption.⁵³

Although tribes step into the shoes of the IHS when carrying out programs and providing services under the ISDEAA, the ultimate responsibility for those programs and services remains with IHS, which therefore retains a pervasive oversight role. Participation in the self-governance program requires a rigorous planning process and demonstration of financial stability and financial management capability for three (3) years.⁵⁴ ISDEAA contractors are subject to annual audits, with penalties for noncompliance with applicable cost principles.⁵⁵ And every ISDEAA agreement must, by law, include a provision allowing the Secretary to reassume operation of a program, and the associated funding, if the agency finds gross mismanagement or imminent danger to public health.⁵⁶ The regulations at 25 C.F.R. Part 900 and 42 C.F.R. Part 137 elaborate these and other limitations. As noted above, nothing in the ISDEAA abrogates or weakens the trust responsibility to tribes and individual Indians,⁵⁷ and IHS consequently retains comprehensive and pervasive oversight. In other words, NSHC is beyond the taxing authority of the state, and the borough is without the ability to apply, impose, assess, or levy borough property tax against NHSC.⁵⁸

Finally, in *Ketchikan Gateway Borough*, the Alaska Supreme Court also noted that while the rule of strict construction requires that “[t]axpayer exemptions are strictly construed against the taxpayer and in favor of the taxing authority . . . where the question is whether federal law requires the exemption of tribal interests from taxation, ambiguities in federal law should be resolved *in favor of the tribe*.”⁵⁹ This further supports the application of the implied federal preemption doctrine to NSHC’s properties.

⁵² *Id.* at 1049–50 (Fabe, C.J., and Carpeneti, J., dissenting).

⁵³ 458 U.S. at 842.

⁵⁴ 25 U.S.C. § 5383(c)(1)(C).

⁵⁵ *Id.* § 5386(c).

⁵⁶ *Id.* § 5387(a)(2).

⁵⁷ *E.g.*, *id.* § 5332(2); *id.* § 5329(c), Model Agreement § (d)(1) (“The United States reaffirms the trust responsibility of the United States” to the contracting tribe); *id.* § 5395(b) (“Nothing in this chapter shall be construed to diminish in any way the trust responsibility of the United States to Indian tribes and individual Indians . . .”).

⁵⁸ *See* 75 P.3d at 1046 (“federal law impliedly preempted application of the [state] tax”) (citing *Ramah Navajo*, 458 U.S. at 838) (emphasis added), 1047 (quoting the U.S. Supreme Court’s statement that in *Bracker*, the Court addressed the question of “whether [the state] could impose its motor carrier license and use fuel taxes on a [non-tribal-member company]”) (citing *Cotton Petroleum*, 490 U.S. at 184) (emphasis added); *Bracker*, 448 U.S. at 148 (“[i]n a variety of ways, the assessment of state taxes would obstruct federal policies”) (emphasis added), 152 (where implied federal preemption is found, states are without “the privilege of levying [the] tax”) (citing *Warren Trading Post Co. v. Ariz. State Tax Comm’n*, 380 U.S. 685, 691 (1965) (emphasis added).

⁵⁹ 75 P.3d at 1045 (citing *Cotton Petroleum Corp.*, 490 U.S. 163 at 177).

V. Alaska Law Exempts The Subject Property from Taxation

The Alaska Constitution provides that: “All, or any portion of, property used exclusively for non-profit religious, charitable, cemetery, or educational purposes, as defined by law, shall be exempt from taxation.”⁶⁰ Pursuant to this provision, Alaska Statute (AS) 29.45.030(a)(3) provides that “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes” is exempt from general taxation. Alaska courts interpret “exclusive use” to require that all uses of the property be for the “direct and primary” exempt purpose.⁶¹ The use of this property is for the direct and primary exempt purposes of NSHC, as follows.

A. Charitable Purposes

In *Matanuska–Susitna Borough v. King’s Lake Camp*, “charitable” is defined under Alaska law to mean a “broad scope” of activities given to the term:

It is quite clear that what is done out of good will and a desire to add to the improvement of the moral, mental, and physical welfare of the public generally comes within this meaning of the word “charity.” To crowd out coarseness, cruelty, brutality from social man undoubtedly results in this betterment.⁶²

The *Catholic Bishop* court characterized this statement as “the broad common law definition of ‘charity’” and observed that this definition reflects the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large.”⁶³

Following this definition, Alaska law recognizes that the ISDEAA has the purposes of improving the provision of federal services by making them more responsive to tribal needs, and improving the functioning of the tribes through increased self-government. *Fairbanks North Star Borough v. Henash*, 88 P.3d 124, 135 (2004). ISDEAA contracts permit tribes to “improve[] ... the moral, mental, and physical welfare” of individuals and the group. *Id.* The Alaska Supreme court therefore holds that activities in satisfying ISDEAA contracts with the government are motivated by purposes that are properly characterized as charitable. This satisfies the charitable-purposes criterion for exemption in Alaska. *Fairbanks*. 88 P.3d at 135.

Use of the subject property for housing and training EMTs, community Health Aides from neighboring villages in the Bering Strait region, and temporary housing for visiting care providers working at NSHC, serves no other purpose than for NSHC’s charitable purposes. The direct and primary use of the property is to accomplish the ISDEAA contracted activities which impose the following obligations on NSHC pursuant to the Alaska Tribal Health Compact

⁶⁰ Alaska Const. art. IX, § 4.

⁶¹ *Fairbanks North Star Borough v. Dená Nená Henash*, 88 P.3d 124 (Alaska 2004).

⁶² 439 P.2d 441, 445 (Alaska 1968) (quoting *Old Colony Trust Co. v. Welch*, 25 F.Supp. 45, 48 (D.Mass.1938))

⁶³ 707 P.2d at 888 n. 37

Funding Agreement with IHS:

3.2.10 Services associated with **training medical students, residents, physician assistant students, nursing students, and allied health provider students** from accredited institutions, under supervision of appropriate staff;

3.2.10.1 Physician **coverage for services** provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed **with the physician assistants and/or Community Health Aides/Practitioners in the villages**, and for teleradiology services;

3.2.11 Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;

3.2.12 Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;

3.2.13 Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

3.2.14. Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries,...

3.3 Behavioral Health Services...

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.5 Support Services. Support services required to support the provision of health services, **including, but not limited,** to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, and **the provision of staff housing.**

3.8 Public Health and Epidemiology...

Appendix B to the above-referenced agreement states further:

This *non-exhaustive list* of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds. Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5

NSHC's use of the subject property to fulfill these ISDEAA contracted obligations is charitable. *Fairbanks*, 88 P.3d. at 135.

B. Hospital Purposes

1. *Exclusive Use Standard.*

Use of the subject property meets Alaska's constitutional test for "exclusive use." The framers of Alaska's constitution chose to pattern the property tax exemption after the standard state property tax exemptions of the day. *Cooley on Taxation* identifies the scope of exemption at that time in states with a property tax exemption based on exclusive use:

Even if the exemption is based upon the use made of the property, it is not limited to property actually indispensable unless the statute so expressly provides, but instead also includes property obviously appropriate and convenient to carry out the purposes of the corporation.

4 *Cooley, Taxation*, § 683, p. 1430. In fact, the framer's colloquy during the Alaska Constitutional Convention makes clear an intent not to impose a "necessity" requirement on the character of the use and does not require that the property's use be indispensable to the institution, stating:

For example, the case of an office building owned by an educational institution, part of which is being *occupied by the institution itself for its own purposes*, and part of which is rented out at a profit. It's the intention here that the part which is rented at a profit could be taxed.

ACCP 1111-12, 2332 (emphasis added).

Alaska’s statutory and constitutional property tax exemption has been interpreted consistently with the above-cited standard. In *Catholic Bishop*, the court stated that the standard for interpreting “exclusive use” under Alaska law is whether the use is “direct and primary” to the exempt purposes:

We have interpreted “exclusive use” in accord with our rule of strict construction. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), we decided that “[e]ven when the uses of a piece of property are highly related to the primarily exempted activity, the exemption will not apply when the statute requires ‘exclusive’ use.” 462 P.2d at 437. All uses of the property must be for the “direct and primary” exempt purpose. *Evangelical Covenant Church v. City of Nome*, 394 P.2d 882, 883 (Alaska 1964) (citing Annot., 154 A.L.R. 895, 898 (1945)). See *Matanuska-Susitna Borough v. King’s Lake Camp*, 439 P.2d 441, 445 (Alaska 1968).⁶⁴

“Direct and primary” to exempt purposes means use which is reasonable and appropriate to accomplish the nonprofit’s purposes. Courts in jurisdictions that, like Alaska, which interpret “exclusive use” to mean uses for the direct and primary exempt purpose have addressed what this means for hospital tax exemptions. In *Norwegian American Hospital, Inc. v. Department of Revenue*, 210 Ill. App. 3d 318, 569 N.E.2d 83 (1st Dist. 1991), the court evaluated what is meant by primary use. The court recognized that the use need not be absolutely indispensable for carrying out, as in this instance, patient care. If the party seeking the exemption can establish that the property is used primarily for purposes reasonably necessary for the accomplishment and fulfillment of the institution’s objectives and administration, an exemption will be sustained.⁶⁵ The *Norwegian* court went on to say, “The hospital need not prove that the subject parcels involved activity that directly related to the healing of patients in order to receive tax exemptions for the properties.”⁶⁶

Similarly, in interpreting the same statutory and constitutional requirement as Alaska has for “exclusive use” for “hospital purposes,” the California Supreme Court held to be tax exempt:

[A]ny property which is used exclusively for any facility which is incidental to and reasonably necessary for the accomplishment of hospital purposes; or, in other words, for any facility which is reasonably necessary for the fulfillment of a generally recognized function of a complete modern hospital.

Cedars of Lebanon v. Los Angeles County, 221 P.2d 31, 35 (Cal. 1950).

⁶⁴ 707 P.2d. at 879.

⁶⁵ *Norwegian*, 210 Ill. App. 3d at 322–23.

⁶⁶ *Id* at 324; see also, *Nw. Mem’l Found. v. Johnson*, 141 Ill. App. 3d 309, 490 N.E.2d 161 (1st Dist. 1986) (parking lot for employees and patients exempt from tax as necessary to fulfill the purposes of the hospital although not always in use, and are not exclusory or exhaustive).

The use of this building for training, housing of patients, and wellness services is direct and primary to NSHC’s exempt purpose as a hospital. Training individuals from the outlying villages to provide emergency medical assistance is integral to NSHC’s purpose and activity and is not limited to training only individuals who work in the hospital facility.⁶⁷ Further, NSHC is legally required to provide training pursuant to its funding agreement. Further, training facilities operated in connection the hospital are considered part of the hospital.⁶⁸ Wellness services and behavioral health services constitute patient care. And housing of patients is not only integrated into the care of the patient as described previously, it is a function which NSHC is legally required to carry out on behalf of the federal government. The building’s use is entirely integrated with the hospital and the provision of patient care. Its use is not ancillary or incidental.

In sum, actual hospital activities are occurring on the subject property. They are actual hospital activities for the following reasons:

1. They are an exercise of purposes set out in Bylaws for which exempt status as a “hospital” was granted by the IRS (provision of patient care and training). They are not extraneous, incidental, or merely related.
2. They are an exercise of key, integral functions required by the federal government to operate as a hospital. *See*, FA citations above.

2. *Hospital Purposes.*

Alaska courts have not defined “hospital purposes” but have held that the Alaska legislature and framers of the constitution intended for a broad definition of exempt purposes notwithstanding the canon of strict construction for tax exemptions. *Catholic Bishop*, 707 P.2d at 888 n. 37. (“charitable purposes” broadly defined); *McKee v. Evans*, 490 P.2d 1226, 1228-30 (“educational purposes” broadly defined).

Also, hospital “purposes” is a different term than hospital “use”, which the assessor has conflated. *Fairbanks Northstar Borough vs. Dena Nena Henash*, 88 P.3d. 124, fn. 20 (2004) (charitable use is not the constitutional test for exemption). The assessor appears to argue, for instance, that training and housing *uses* at a property are tantamount to solely furthering housing *purposes* or unnecessary training, which is non-exempt. This unlawfully recasts the constitutional test for exemption. *Id.* There can be many types of exclusive uses for hospital purposes. The question is whether a particular use is exclusively for hospital purposes. In this instance, the answer is “yes” as to the subject property. But for the activities occurring at the subject property, the hospital purposes, for which NSHC was formed and which the federal government and tribal governments have contracted them to do, could not be accomplished. Put another way, there is no other purpose for this property other than to operate the hospital.

Further, the meaning of “hospital” itself is broader than what the assessor holds. A hospital is generally understood to include the structures operated as part of a hospital complex in addition

⁶⁷ *See* NSHC Bylaws art. II, § 3 (identifying training as a core hospital charitable purpose).

⁶⁸ A.G. Opinion. *Infra.*

to the limited area at which care is directly provided to patients. For instance, the Alaska Attorney General has ruled:

‘hospital’ **includes** a public health center and general, tuberculosis, mental, chronic disease, and other type of hospital, and **related facilities**, including laboratory, outpatient department, nurses’ homes, and **training facilities**, and **central services facilities operated in connection with a hospital**, but does not include a hospital furnishing primarily domiciliary care.⁶⁹

Although the A.G. ruling related to construction of hospitals, it recognizes the multitude of functions and uses to which hospital properties are put. The City argued in 2022, and appears to argue here again for the 2023 tax year, that the A.G.’s definition has been rejected by Alaska courts when it comes to defining “hospital” for tax exemption purposes. *Citing, Sisters of Charity*. That decision is inapposite. This is not the case of NSHC owning property and renting it out to be used for non-hospital purposes, such as in *Sisters of Charity* where a hospital office building was rented to doctors for their own personal practices. The subject property is used by NSHC exclusively for NSHC’s hospital purposes. The *Sisters* court did not hold that off-site buildings owned by and used exclusively by hospitals are not exempt.

The Alaska A.G.’s definition comports with, and appears to draw directly from, the federal definition applied to public health facilities. The definition of “hospital” for federal public health purposes and as defined by the CMS, is:

The term “hospital” includes general, tuberculosis, and other types of hospitals, and related facilities, such as laboratories, outpatient departments, nurses’ home facilities, extended care facilities, facilities related to programs for home health services, self-care units, and central service facilities, operated in connection with hospitals, and also includes education or training facilities for health professional personnel operated as an integral part of a hospital, but does not include any hospital furnishing primarily domiciliary care.

42 U.S.C. § 300s–3(1). So, facilities like the subject property which are operated in connection with and operated as an integral part of the hospital, are the hospital.

Like the instant case, the city of Los Angeles in the *Cedars of Lebanon* case challenged whether the particular uses to which hospital property was put met the definition of exclusive use for hospital purposes. The court answered the question by first ascertaining the nature of a hospital. The court accepted the definition posited by the hospital:

‘A hospital is primarily a service organization. It serves three groups: the patients, its doctors, and the public. It furnishes a place where the patient, whether poor or rich, can be treated. . . . Essential to the administration of these techniques is the corps of highly-trained nurses and student nurses who are on duty twenty-four hours per day. In the large hospitals there are the interns and residents whose presence makes it possible for the hospital to do a better job. In addition, the hospital * * * must have administration to see that its services

⁶⁹ AK Office of Attorney General Opinion, 1981 WL 38838 (Alaska A.G.) (1981) (hereinafter “A.G. Opinion”).

function properly and are coordinated. . .

Cedars of Lebanon, 221 P.2d at 735–36 (quoted, in part). The court found that this describes the “nature, functions, and purposes of a complete and modern hospital.” *Id.* at 736.

Use of the property for housing patients accomplishes NSHC’s hospital purposes. This case presents the situation where the use of the property is entirely integrated with the provision of care. For instance, the court in *Abbott-Northwestern Hospital, Inc. v County of Hennepin*, 389 N.W.2d 916 (Minn. 1986), recognized that the exemption was broad enough to include auxiliary property reasonably necessary to effectuate hospital purposes and held that a hospital-owned facility providing temporary lodging for patients, medical personnel, and others was exempt. As part of its complex, a public hospital, which had been organized to provide health care services, maintained low-cost temporary housing for preadmission patients, outpatients, patients’ families, and medical personnel attending seminars at the hospital. The building included such features as handicap accessibility, indoor access to all medical facilities, and late checkout to coordinate with hospital schedules. The court acknowledged the increasing role of family members in patient treatment and recovery and pointed out that the facility’s major advantage over hospital rooms and hotels was cost containment.

The court in *Cedars of Lebanon Hospital v County of Los Angeles* 35 Cal.2d 729, 221 P.2d 31 (Cal. 1950), held that hospital-owned buildings used to house hospital staff were exempt. Resident physicians, interns, nurses, student nurses, supervisory and maintenance personnel, and other employees lived in various buildings that several hospitals maintained for their staffs. Describing a building immediately adjacent to one of the hospitals, which housed nurses who paid nominal rent as typical of the quarters at issue, the court pointed out that housing employees on or near hospital property was necessary to cope with emergency situations requiring extra personnel and to otherwise conduct an efficient operation.

On two occasions, Alaska courts have distinguished the *Cedars of Lebanon* ruling because of factual differences. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), the *Cedars* case was found to be inapplicable because the *Harmon* matter involved a specific statutory exemption for the residences of clergy, and not a question of use of property by a hospital.⁷⁰ In *Greater Anchorage Area Borough v. Sisters of Charity of the House of Providence*, 553 P.2d 467 (Alaska 1976), the issue concerned office buildings owned by the hospital and being used for the private practice of medical providers and which were not being used by the hospital. The court found *Cedars* to be inapplicable to situations where the property is being leased out for private use.⁷¹ Those distinctions do not apply in the instant case.

The use of this property to support training and housing patients, which NSHC is legally obligated to do, is distinguishable from uses that merely promote the charitable activity. *Cf.*, *Evangelical Covenant Church of America v. City of Nome*, 394 P.2d 882 (Alaska 1964) (revenue from church’s operation of radio station supported the charitable purposes but was not itself the

⁷⁰ *Id.* at 438.

⁷¹ *Sisters of Charity*, 553 P.2d at 470.

direct and primary purpose of the church). The use and operation of this property is an integral part of its operation, without which it could not provide medical care to the outlying villages. And clearly provision of care and training are uses which are directly for the charitable and hospital purposes for which NSHC was incorporated. As the Alaska court suggested in *Sisters of Charity*, exemption is warranted when the property must be provided and utilized for purposes necessary to the functioning of the hospital. 553 P.2d at 471 n.12.

As to the housing function specifically, the assessor has argued in the past (and appears to hold the same for this tax year) that it is not necessary for NSHC to provide patient housing because there are alternative housing options in the area. This argument is a red herring. In evaluating what is needed for the functioning of a hospital, NSHC is not required to show that its use of the property, such as patient and staff housing, is not otherwise available as the City argues. For example, the *Cedars of Lebanon* court concluded that the hospital benefited by having hospital personnel and nursing trainees live in a residence near the hospital but did not require a showing that there was no alternative housing available near the hospital. 221 P.2d at 39; see also *St. Joseph's Hosp. of Marshfield, Inc. v. City of Marshfield*, 688 N.W.2d 658, 662–64 (Wisc. 2004).

Moreover, an explicit legislative exemption to permit patient housing to be considered an exempt purpose of a hospital is not required. The assessor has argued in the past, analogizing to the legislature's explicit addition of parsonages to the religious purposes exemption (AS 29.45.030(b)), that the legislature would have explicitly identified housing as part of hospital purposes if such were intended to be exempt. To the contrary, the legislature chose to limit the types of properties that would be exempt for religious institutions and did not so limit the types of properties that would be exempt for hospitals. Further, the assessor's argument ignores the commonly identified broad-based functions and purposes of a modern hospital as defined by numerous legal authorities cited previously. And, Alaska courts have determined they do not need a legislative or constitutional exemption to define "charitable purposes"⁷² or "educational purposes" broadly,⁷³ even in light of the canon of strict construction. The same is true for "hospital purposes."

Significantly, the assessor has denied tax exemption also for the portion of the property that is used for direct patient care (wellness and behavioral services). This finding is contrary to even the City's own definition of a hospital, which is the location where patient care occurs. The assessor's denial of exemption is without legal or factual basis and is clearly erroneous.

Based upon the multitude of legal authorities cited by NSHC for the definition of "hospital" and "hospital purposes", the direct and primary purpose of the uses of the subject property are for hospital purposes.

D. Assessor's Determination Applies the Wrong Legal Standard.

The assessor has not provided the legal basis for his determination for the 2023 tax year.

⁷² *Catholic Bishop*, 707 P.2d at 888.

⁷³ *McKee v. Evans*, 490 P.2d 1226, 1230

Assuming it is the same legal basis he relied upon for the 2022 tax year to deny the tax exemption, his analysis misconstrues the applicable law. The assessor suggested that the standard for determining whether property is “exclusively used” for exempt purposes is set forth in *City of Nome v. Catholic Bishop of Northern Alaska*, 707 P.2d 870 (Alaska 1985) and in that regard requires a finding that the use of the property is “directly incidental to and vitally necessary” to the hospital’s exempt purposes.

As stated previously, the exclusive use test is whether the use is direct and primary to the exempt purposes. The “vitally necessary” test is an exception to the “exclusive use” test and was first referenced in *Harmon* for purposes of interpreting a different statutory exemption from the instant case, the religious parsonage exemption under AS 29.10.336 (now AS 29.45.030(b)). The church in *Harmon* sought to exempt buildings used for the residences of church administrators, teachers, and visiting church staff members. The buildings were also used for counseling and church social gatherings. The court stated that it must strictly construe whether property is used “exclusively for religious purposes” based on the legislative intent to narrowly define the type of residence which qualifies for exemption.⁷⁴

Similarly, in *Catholic Bishop*, the court addressed the same parsonage exemption under AS 29.53.020(b)(1) (now AS 29.45.030(b)(1)). The court stated that it recognizes a narrow exception to the exclusive-use standard when evaluating the parsonage allowance, as follows:

Residences that are not exempt under AS 29.53.020(b)(1) may still be exempt if their use was directly incidental to and vitally necessary for the exempt use **of other church property**.⁷⁵

With respect to the residence of a religious worker/volunteer, the court evaluated this as “other property” because it did not appear in the list of allowable properties in the applicable statute (i.e., residence of bishop, pastor, priest, rabbi, minister), and applied the narrow “vitally necessary” alternative standard to exclusive use. The *Catholic Bishop* court explained that the “vitally necessary” standard applies only to use of other property and does not supplant the “direct and primary” exclusive-use standard for property used directly with the particular exempt activity.⁷⁶

The pillar of the assessor’s argument is the assertion that the actual uses (medical training, patient housing) at the subject property are not exempt, so the property must be considered “other” property and the test is to determine whether the use at this property is incidental to and vitally necessary to support exempt activities occurring elsewhere, i.e. the hospital main building. As stated, the subject property is not “other” property or simply “support” property; it is by definition the “hospital.” And the actual uses are hospital purposes. NSHC’s charitable aims cannot be accomplished or effectuated without the activity carried out at the property. Therefore, the *Catholic Bishop* “vitally necessary” standard does not apply because

⁷⁴ *Harmon*, 462 P.2d at 436.

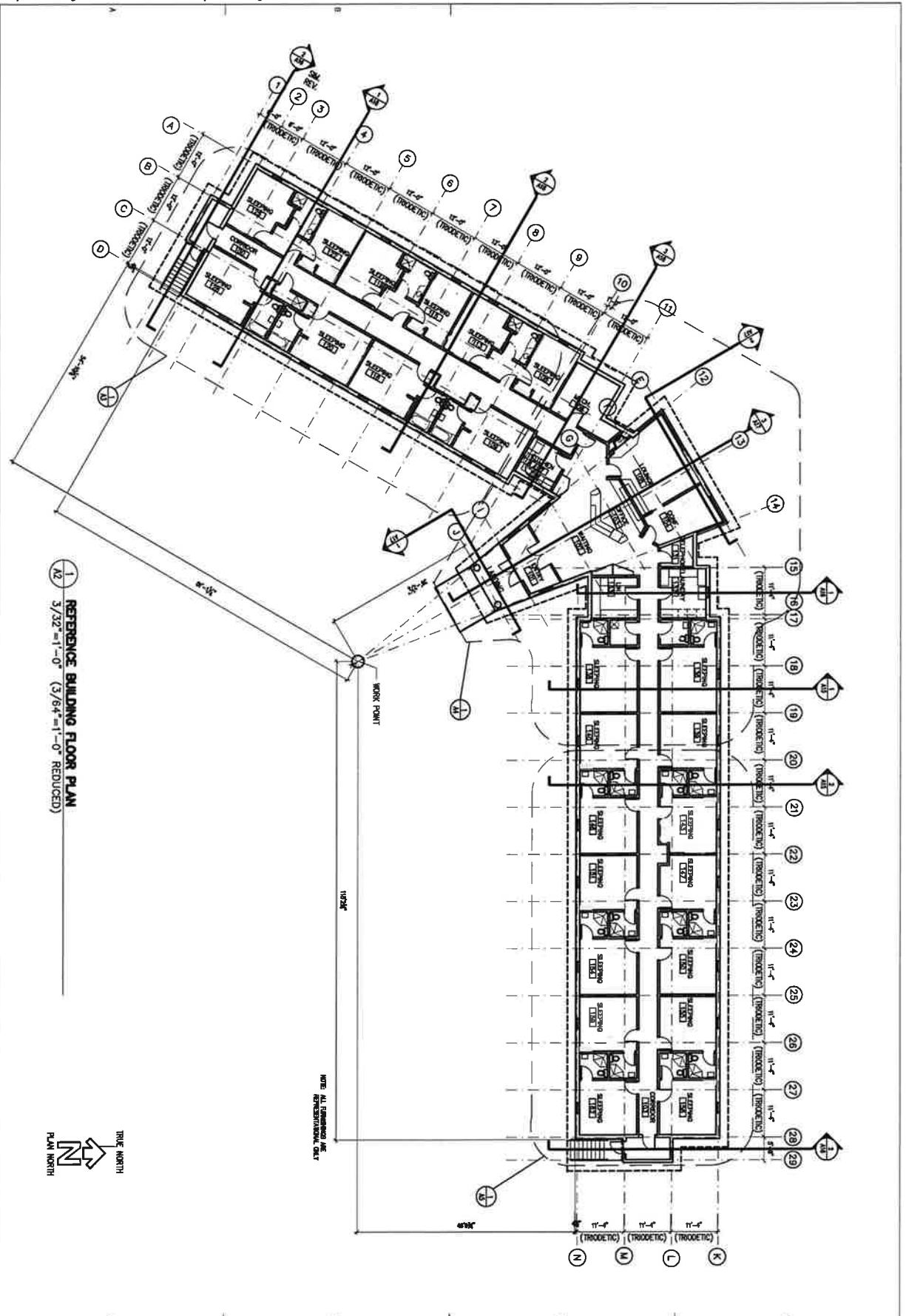
⁷⁵ 707 P.2d at 884–85 (emphasis added).

⁷⁶ *Id.* at 880.

this is not a case of “other property” discrete from the hospital being used for ancillary purposes or purposes outside of the statutory definition of “*hospital purposes*”.

Even if the proper test in this instance were to establish the subject property use is “directly incidental to and vitally necessary” to the hospital purposes as the assessor suggests, that standard has been met as well. As described above, NSHC is conducting the activities at the subject property by and on behalf of the federal government (IHS) and various tribal governments explicitly as part of their operation as a hospital. The functions occurring at the subject property are legally required as part of its operation as a hospital pursuant to NSHC’s FA with these governments and pursuant to its Bylaws. As such, the use of the subject property is directly incidental to and vitally necessary to accomplish NSHC’s exempt purposes. Further, as to the wellness center, a determination by the assessor that the provision of patient care is not vitally necessary to the exempt function of the hospital is clearly erroneous.

Item 1.



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A2
3/32" = 1'-0" (3/16" = 1'-0" REDUCED)




NOTE: ALL DIMENSIONS ARE ENVIRONMENTAL DWT

Discipline	Sheet No.
A	2



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**FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024**

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer’s Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The “Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service” among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC’s technical issue, OIT’s support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS’s contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled “Memorialization of Historical Level of PSFAs provided by ANMC and AANHS.” The PSFAs listed in this addendum are taken from NSHC’s FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters’ Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC’s discretion. For the purposes of this FA, the NSHC’s General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

3.2.1 Acute patient care swing-bed;

3.2.2 Twenty-four hour emergency services, including those associated with being a Level IV trauma center;

3.2.3 Ambulatory care services, including after-hour nursing phone triage service;

3.2.4 Medevac/air ambulance services;

3.2.5 Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621i;

3.2.6 Specialty clinic support;

3.2.7 Sexual Assault Response Team (SART), including forensic exams and counseling of victims;

3.2.8 Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;

3.2.9 Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;

3.2.10 Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;

3.2.10.1 Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;

3.2.11 Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;

3.2.12 Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;

3.2.13 Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/Ps in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training end education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

- 3.8.1 preventing or controlling disease, injury, or disability;
- 3.8.2 reporting disease, injury, and vital events such as birth and death; and
- 3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC’s PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandatories associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC's signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC's FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC's diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe’s full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer’s option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled “Adjustments, Due to Congressional Actions.” Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously “restricted” or “un-restricted” categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC’s option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer’s proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksruaq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaquataat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomedé Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1. 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IH CIA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAS that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome	Patient/Employee Housing 607 Division Street	Section 3.2.14; Section 3.5
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomedes	Diomedes Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective October 1, 2022

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.2.13; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Ikayuqti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	
Nome	Warehouse/Storage West	Section 3.5
300 Division Street	Campus	Section 3.5

Amended and Restated effective October 1, 2022

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Nome 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19

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NATIVE VILLAGE OF

DIOMEDE

RESOLUTION NO. 94-01

**RESOLUTION AUTHORIZING NORTON SOUND HEALTH CORPORATION
TO ENTER INTO A SELF-GOVERNANCE COMPACT AND ANNUAL FUNDING
AGREEMENT ON BEHALF OF THE NATIVE VILLAGE OF DIOMEDE**

WHEREAS, The Native Village of DIOMEDE is the federally recognized tribal governing body for the community of DIOMEDE located in the Bering Straits region of Alaska;

WHEREAS, The Native Village of DIOMEDE desires to support the objective of achieving maximum Alaska Native participation in the direction of health services furnished to Alaska Natives in the Bering Straits region so as to render such services more responsive to the needs and desires of Alaska Natives;

WHEREAS, Norton Sound Health Corporation ("NSHC") is the Alaska Native regional non-profit corporation authorized by tribal resolution to provide Indian Health Services and other health services on behalf of the federally recognized tribes within the Bering Straits region of Alaska;

WHEREAS, NSHC has been selected to participate in an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended by P.L. 100-472 and P.L. 102-184, which is intended to improve and perpetuate the unique government-to-government relationship between Indian tribes and the United States, to strengthen tribal control over federal funding and program management, and to improve the quality of services provided to Native peoples;

WHEREAS, NSHC has successfully applied for and was awarded a Self-Governance Demonstration Project planning grant which evaluated all health services presently provided by NSHC to determine need and effectiveness, including, the redesign of services and program delivery systems, as well as evaluating the contracting of administrative functions and services presently provided by the Indian Health Services to Alaska Natives located in the Bering Straits region;

WHEREAS, The Native Village of DIOMEDE fully supports the goals and objectives of the Self-Governance Demonstration Project, and believes that participation in the Self-Governance Demonstration Project is likely to result in substantial benefit to all tribal governments and individual members throughout the Bering Straits region;

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NOW, THEREFORE, BE IT RESOLVED that the Native Village of DIOMEDE hereby authorizes NSHC to initiate all actions necessary to negotiate and enter into a Self-Governance Compact incorporating any and all Indian Health Services activities and functions as may be negotiated and an Annual Funding Agreement with the United States, to be effective October 1, 1994, and continuing, including, if applicable, a Self Governance Compact and Annual Funding Agreement in cooperation with other Alaska Tribal Organizations;

LET IT BE FURTHER RESOLVED that the authority granted by this resolution shall remain in effect until withdrawn by the Native Village of DIOMEDE; and

LET IT BE FURTHER RESOLVED that nothing herein shall be interpreted to alter the validity of the current and existing resolution authorizing NSHC to enter into a P.L. 93-638 contract with Indian Health Services.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTUK

The Native Village of DIOMEDE.

CERTIFICATION

The foregoing resolution was adopted at a duly convened meeting of the Native Village of DIOMEDE, a quorum being present, by a vote of 5 in favor, 0 opposed, and 0 abstaining, this 31st day of JANUARY, 1994.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTUK

The Native Village of DIOMEDE.

ATTEST: Darlene Ahkvavuk
Secretary, DARLENE AHKVAVUK
The Native Village of DIOMEDE.

7/7/94

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RESOLUTION OF THE COUNCIL OF THE VILLAGE OF
ELIM

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, this policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS appointed by the tribal governments of communities served by ELIM; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of ELIM Alaska; and

WHEREAS, it is in the interest of the village of ELIM to ensure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

1. NORTON SOUND HEALTH CORPORATION for ELIM village ELIM, ALASKA representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.
2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE N.S.H.C. BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.

- 3. NORTON SOUND HEALTH CORPORATION shall keep the village of ELIM informed about its activities by corresponding or communicating with ELIM at ELIM, ALASKA and the corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.
- 4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.
- 5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.
- 6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council in accordance with the terms and conditions herein.
- 7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redelegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.

President I R A Council *Elin at*
 (Title)

Lenora Moore
 Certification

The foregoing resolution was adopted at a duly convened meeting of the Village Council of ELIM, ALASKA, a quorum being present this 16th day of October 1978.

Nathan H. [Signature]
 Secretary

**NORTON SOUND HEALTH CORPORATION
BOARD BYLAWS**

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 27, 2017**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION**

ARTICLE I. PURPOSES AND POWERS

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation's service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.1 BOARD AUTHORITY.

1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors ("the Board"). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

-
2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
 3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
 4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies.
2. **Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y) discloses every conviction of the director. In these bylaws, "conviction" shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director's Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on

the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

- 3. State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
- a. Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a “barrier crime” as defined in 7 AAC 10;
 - b. Each director shall immediately notify the Chairperson after being charged with a “barrier crime” as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c. Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d. Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.
- 4. Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board

shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.

- 5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, "a resident of such village" shall mean a resident of such village or other community in the Bering Straits Region where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

- 1. **Directors.** Qualified directors shall be selected as follows:

- a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomedede	1
Mary's Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

- b. The Nome City Council shall select one director;
- c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

2. **The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
3. **The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

1. **Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
2. **Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.
3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate

shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.

6. **Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

1. **Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.
3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.

9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

1. **Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or

immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

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2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
 3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
 4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and
 - (2) The directors discuss a matter on which the Board is empowered to act.
 - b. **The following meetings shall not be open to the public:**
 - (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
 - (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
 - (3) Meetings of hospital medical staff;
 - (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
 - (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.
 - b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
 - c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
 - d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.
2. **Committee Meetings, Special Board Meetings and Emergency Meetings.** Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in

writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.
- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
- g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the

time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.

3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.
2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;

- e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
4. **Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment

of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.

2. **Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
- a. **Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
- b. **Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
- (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;
 - (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
- c. **Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
- (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;

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- (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
 - d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
 - e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.
 - f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
 - g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
 3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
 - a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of

Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:

- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
- (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
- (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
- (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;
- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;

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- (9) see that an integrated patient safety program is implemented at all clinical facilities;
 - (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
 - (11) perform such other duties as may be assigned to it by the Board of Directors.
- b. **Board Compliance Committee.** The Board Compliance Committee shall consist of seven persons who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:
- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;
 - (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
 - (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
 - (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.
- c. **Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the

committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs.

d. **Bylaws, Personnel and Policy Review Committee.** The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:

- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
- (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
- (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;
- (4) review all finance policies and amendments thereto proposed by the finance committee;
- (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
- (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
- (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
- (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.

e. **Finance and Audit Committee.** The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall

provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.

- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:
- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations to the Board regarding the implementation of such programs and policies;
 - (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
 - (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
 - (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
 - (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
 - (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.
- g. **Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her

designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.

- h. Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
- 4. Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
- 5. Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
- 6. Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.

7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

- 1. Qualifications.** The Chairperson of the Board must have:
 - a. The confidence of the Board to represent them on their behalf;
 - b. The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c. The ability to present himself or herself in a professional and respectful manner;

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- d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.
2. **Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.
3. **Chairperson's Resignation.**
- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
 - b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited

by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and
6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. President/CEO.

- a. Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.
- b. Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
- c. Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
- d. Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.

- 2. Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the

President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-

voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

1. **Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
2. **Responsibilities of the Medical Staff.**
 - a. The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.

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- b. The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
- (1) appointments, reappointments, and other changes in staff status;
 - (2) granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency and patient care; and
 - (5) such specific matters as may be referred to it by the Board.
- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.

3. Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings. The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.

4. Medical Staff Membership and Privileges.

- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
- b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice

President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and

such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. et. seq. or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.

The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.

ARTICLE VIII. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held **September 27, 2017**, at which a quorum was present.


Board Chairperson


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation ("NSHC"):

I, _____, am a
 _____ director _____ alternate _____ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:
 - Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
 - Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
 - A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
 - A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
 - A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term "convicted" means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been "expunged" which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.

3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC's Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 27, 2017

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above:

<u>Criminal Charge</u>	<u>Date</u>	<u>State/Federal Court</u>

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

Approved September 27, 2017

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted

by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #: Item J.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 0 0 1 . 2 1 1 . 0 3 B

Property legal description: Block 110, Lot 3A, Mineral Survey, Other

Print Owner's Name: Norton Sound Health Corporation

Owner's Mailing Address: PO Box 966, Day Phone: () 443 3337

Nome, AK 99762, Evening Phone: ()

Address to which all correspondence should be mailed (if different than above):

Please also email all information to: dpardee@nshcorp.org

2)

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Row 1: \$77,000, \$682,800, \$759,800. Row 2: Owner's Estimate of Value.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

Total Taxable Value should be \$0.00

Basis for Exemption: AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); Federal Preemption; Sovereign Immunity

See Attached

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Signature of owner or authorized agent

Date signed 4/25/23

Print Name (if different from item # 1) Angie Gorn

SUBSCRIBED and SWORN to before me this 25 day of April, 2023

NOTARY PUBLIC in and for the STATE of ALASKA:

Commission Expires 03-26-2024

Seal

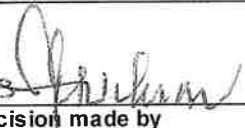
Appeal#:

4)

Assessor's Decision	From:	Land: 77,000 -	Building: 683,800 -	Total: 759,800 -
	To:	77,000 -	683,800 -	759,800 -

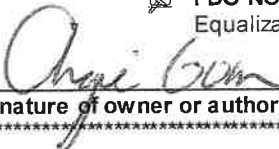
Assessor's Reason for Decision: RECOMMENDED DENIAL OF APPEAL - AS IT DOES DISPUTE VALUATION, RATHER DISPUTES WHETHER ENTITY IS EXEMPT FROM TAXATION.
BOARDS OF EQUALIZATION CONVEENE TO CONSIDER VALUATION ISSUES SOLELY.
AN ADDITION PROPERTY APPEALED ON SAME GROUNDS IN 2022. ANY IS CURRENTLY ADDRESSED IN THE COURT SYSTEM - WITHOUT RESOLUTION AT PRESENT.
RECOMMEND DENIAL,

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

25 APRIL 2023  1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

 4/25/23 Angie Gorn
 Signature of owner or authorized agent Date Printed Name

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

Item J.

January 24, 2023

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

Re: 2023 Applications for Municipal Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2023 Municipal Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Jack, Block MS 1800 192.1.120
2. Thelma, Block MS 1800 192.1.125
3. Gold Hill, Block MS 1800 192.1.130
4. Block 91 Lot 3 & 4 001.221.05A
5. Block MS 1298 192.1.085
6. Block 33 Lot 19 001.131.01A
7. Block 116 Lot 1A 001.115.01
8. Block 110 Lot 3A 001.211.03B
9. Block 110 Lot 1-2 001.211.03A
10. Block 127 Lot 7A 001.201.05
11. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2023 Applications for Municipal Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281 - 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

RECEIVED

JAN 30 2023

Item J.

CITY OF NOME CLERKS DEPARTMENT

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
A separate application must be filed for each legally described lot or parcel of real property.
The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 - 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. Applicant: Norton Sound Health Corporation, Phone: 443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY [X] PERSONAL PROPERTY [X]

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block 110 Lot 3A 001.211.03B

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.):

NIA

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

NIA

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

See answer to # 5 above

2023 Application for Municipal Tax Exemption

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: HAT Building

Legal Description: Block 110 Lot 3A, 001.211.03B

4) Basis for exemption. AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity.

5) Property is owned by NSHC, an Indian tribal government entity. Property is used exclusively for hospital and charitable purposes and operated pursuant to the Indian Self Determination and Education Assistance Act.

This property is leased to a tax-exempt government entity, State of Alaska, for operation of its public health nursing. The lease is not intended to generate a profit, and Norton Sound Health Corporation has not in fact generated a profit from the lease. The property is used exclusively for public health nursing and consistent with the charitable purposes of Norton Sound Health Corporation for the provision of public health care.

7b) The property is leased to the State of Alaska and all revenue is related to charitable uses, i.e., public health support.

7c) The State of Alaska lease with Public Health began in November 2021, NSHC is responsible for paying the following costs: insurance, utilities, heating oil, snow removal as well as general maintenance and upkeep of this building. Based on these known costs, the net lease revenue will be a loss to Norton Sound Health Corporation.

This building was deemed Municipal Tax Exempt in 2022.

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

See attached

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

See attached

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

None

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 24th day of January, Year 2023.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

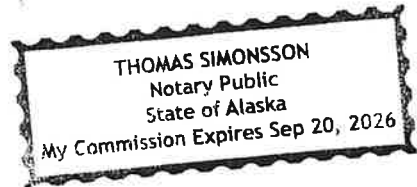
Norton Sound Health Corporation
APPLICANT

Cherie Gorn
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome AK
On this 24 day of January, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 9/29/2026



City Clerk Use Only:
Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item J.



NORTON SOUND HEALTH CORP
 PO BOX 966
 NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
207 W 6TH AVE	001.211.03B	3/29/2023	4/28/2023

Property Information
Lot Size: 13993 SF; Lot: 3A; BLK: 110; Subdivision: NOME TOWNSITE; District: Nome - 201

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$77,000	\$682,800	\$759,800
Exemptions			\$0
Taxable Value	\$77,000	\$682,800	\$759,800

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
 PO Box 281 Nome, AK 99762
 Phone #: (907) 443-6663 Fax#: (907) 443-5345

Attachment to Administrative Review and Appeal Form
Block 110 Lot 3A, 001.211.03B (“HAT”)

I. Allegations of Error By Assessor

- A. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(8). AS 29.45.030(a)(8) exempts from tax “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law....” The city of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. Constitution. U.S. Const., art. VI, cl. 2. Properties used to carry out federal programs and that are subject to comprehensive and pervasive federal oversight, like the NSHC properties at issue here, are exempt from state or local taxation. Federal preemption is a jurisdictional bar to the City of Nome’s property taxation scheme.
- B. The assessor erred by denying full property tax exemption to NSHC based on NSHC’s sovereign immunity. NSHC is an arm of its member tribes performing essential governmental services to its member tribes’ beneficiaries, pursuant self-determination contracts under the ISDEAA for health services, and as such enjoys tribal sovereign immunity. Sovereign immunity is a jurisdictional bar to the City of Nome’s assessment and collection of property tax on NSHC. There is no *in rem* exception to tribal sovereign immunity.
- C. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(3). AS 29.45.030(a)(3) exempts from property tax “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes.” All portions of properties owned by NSHC are exclusively used for nonprofit hospital AND charitable purposes.
- D. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(c). AS 29.45.030(c) provides that property described in (a)(3) or (4) of this section from which income is derived is exempt if that income is solely from use of the property by nonprofit religious, charitable, hospital, or educational groups. The lessee is the State of Alaska which is a tax exempt government entity which is utilizing the property for charitable purposes (public health).

II. Property Use Description

1. General Scope of Activities on Hospital-Owned Properties.

The Norton Sound Health Corporation (NSHC) is a tribally owned and operated, independent, not-for-profit healthcare organization founded in 1970 to meet the healthcare needs of the Inupiat, Siberian Yup’ik, and Yup’ik people of the Bering Strait region. NSHC is governed by a 22-member board of directors who represent all communities and areas of the Bering Strait region, a 44,000 square-mile section of Northwestern Alaska. The NSHC service area encompasses these 44,000 square miles. NSHC is the only regional health system serving Northwestern Alaska.

The NSHC healthcare system includes a tribally owned regional hospital which is operated pursuant to an Indian Self-Determination and Education Assistance Act (ISDEAA) agreement. NSHC operates health facilities and provides health care services to Alaska Natives and other beneficiaries pursuant to the Alaska Tribal Health Compact (ATHC), a multi-tribe self-governance compact with the Indian Health Service (IHS) under Title V of the ISDEAA, 25 U.S.C. § 5381, et seq., and funding agreements (FAs), which include program funding amounts that are negotiated for each fiscal year between the IHS and NSHC to fund the programs, functions, services, and activities (PFSAs) that NSHC performs on behalf of IHS. IHS funds the administration of the PFSAs, including the operation of the hospital facilities in Nome, that NSHC has contracted to perform on behalf of IHS.¹

NSHC is an “instrumentality” of the United States in providing healthcare services under Title V of the ISDEAA. Healthcare services are federal PFSAs provided under the ISDEAA pursuant to the federal trust responsibility to Indians for health care.²

The ISDEAA deems tribes and tribal organizations carrying out ISDEAA agreements to be federal executive agencies for purposes of coverage under the Federal Tort Claims Act (FTCA) and access to federal sources of supply.³ NSHC employees, like employees of other tribal entities operating agreements with IHS under the ISDEAA, are similarly equally covered by the FTCA and are “federal employees” for these purposes.⁴ The ISDEAA also authorizes tribal contractors and compactors to perform personal services otherwise performed by federal employees in determining eligibility for IHS services and benefits, the amounts of such services and benefits, and how such services and benefits should be provided.⁵ In addition, tribal facilities operated under the ISDEAA are interpreted by the Centers for Medicare and Medicaid Services as IHS facilities for purposes of the 100 percent Federal Medical Assistance Percentage under Section 1905 of the Social Security Act.⁶

The ATHC expressly provides that ATHC co-signers, such as NSHC, “are deemed by statute to be part of the Public Health Service (PHS), and the employees of the Tribes and Co-Signers are deemed by statute to be part of or employed by the Public Health Service, for purposes of coverage under the [FTCA],” while performing PFSAs under the ATHC’s compact and as described in its Funding Agreement.⁷ The current NSHC Funding Agreement expressly provides that “support services required to support the provision of health services,” including human resources activities, administration and board support, performance management,

¹ 25 U.S.C. § 5325; 25 U.S.C. § 5396(a) (mandatory application of § 5325 to Title V agreements).

² 25 U.S.C. § 1602.

³ 25 U.S.C. §§ 450f(d) and 450j(k).

⁴ See 25 U.S.C. §§ 5321(d) and 5396(a); *M.J. ex rel. Beebe v. United States*, 721 F.3d 1079, 1084 (9th Cir. 2013).

⁵ 25 USC § 450j(g).

⁶ 42 U.S.C. § 1396(d).

⁷ See ATHC Article V Sec. 3(a).

financial functions, and the provision of staff housing, are part of the scope of work,⁸ as is the training of community health aides;⁹ emergency medical services training for staff and community members throughout the region;¹⁰ and the provision of lodging for patients, family members of patients, and their escorts.¹¹

2. Specific Use of HAT.

This property is leased to a tax-exempt government entity, State of Alaska, for operation of its public health nursing. All revenue is related to charitable uses, i.e., public health nursing and support. See, Funding Agreement, Section 3.4.11, 3.8.

The property is used exclusively for public health nursing and consistent with the charitable purposes of Norton Sound Health Corporation for the provision of public health care. The State of Alaska lease with Public Health began in November 2021. NSHC is responsible for paying the following costs: insurance, utilities, heating oil, snow removal as well as general maintenance and upkeep of this building. Based on these known costs, the net lease revenue will be a loss to Norton Sound Health Corporation. See attached, lease financial analysis. The lease is not intended to generate a profit, and Norton Sound Health Corporation has not in fact generated a profit from the lease.

This building was deemed Municipal Tax Exempt in 2022.

III. NSHC Enjoys the Sovereign Immunity of its Member Tribes and is Immune from Suits to Collect Taxes

Tribal healthcare entities like NSHC performing self-determination contracts under the ISDEAA for health services enjoy sovereign immunity,¹² including those operating off-reservation.¹³ “Indian tribes have long been recognized as possessing the common-law immunity from suit traditionally enjoyed by sovereign powers.”¹⁴ “As a matter of federal law, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has waived its immunity.”¹⁵ “[T]ribal immunity is a matter of federal law and is not subject to diminution by the States.”¹⁶ Tribal immunity extends to tribal governing bodies and to tribal

⁸ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Human Health And Human Services Of The United States of America Fiscal Years 2018-2020 § 3.5.

⁹ *Id.* §§ 3.4.4, 3.4.5.

¹⁰ *Id.* § 3.4.7.

¹¹ *Id.* at § 3.2.14.

¹² *Manzano v. S. Indian Health Council, Inc.*, No. 20-cv-02130-BAS-BGS, 2021 WL 2826072, at *1 (S.D. Cal. July 7, 2021) (non-profit healthcare corporation formed by membership of seven tribes entitled to sovereign immunity).

¹³ See *Pink v. Modoc Indian Health Proj., Inc.*, 157 F.3d 1185, 1189 (9th Cir. 1998) (nonprofit corporation created and controlled by two tribes entitled to sovereign immunity).

¹⁴ *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978).

¹⁵ *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998) (citations omitted).

¹⁶ *Id.* at 756 (citations omitted).

agencies or entities that act as an “arm of the tribe.”¹⁷ Lastly, “[i]t is settled that a waiver of [tribal] sovereign immunity cannot be implied but must be unequivocally expressed.”¹⁸

In *Barron v. Alaska Native Tribal Health Consortium*, the U.S. District Court for the District of Alaska held a tribal health consortium organization enjoyed sovereign immunity where the organization was formed by Alaska Native tribes; its creation was authorized pursuant to the ISDEAA; it received federal funding to conduct activities that benefitted tribal members; the structure of its board placed control over its ownership and management in representatives of the Alaska Native tribes; its purpose of entering into self-determination and self-governance agreements was “core to the notion of sovereignty”; and it received federal funding “to carry out governmental functions critical to Alaska Native tribes,” i.e., healthcare services.¹⁹ Like the entity in *Barron*, and as more fully discussed below, NSHC shares these same attributes.

Tribal immunity extends to suits to collect unpaid taxes. This is because, as the U.S. Supreme Court noted in *Oklahoma Tax Commission v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, “[a]lthough Congress has occasionally authorized limited classes of suits against Indian tribes, it has never authorized suits to enforce tax assessments.”²⁰

In the U.S. Circuit Court of Appeals for the Ninth Circuit, where NSHC is located, courts look to the following factors to determine whether a tribal entity functions as an “arm of the tribe” and is therefore entitled to share in the tribe’s sovereign immunity: “(1) the method of creation of the economic entities; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) the tribe’s intent with respect to the sharing of its sovereign immunity; and (5) the financial relationship between the tribe and the entities.”²¹ In *White v. University of California*, the Ninth Circuit upheld the

¹⁷ *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718, 725 (9th Cir. 2008).

¹⁸ *Santa Clara Pueblo*, 436 U.S. at 58 (citation omitted) (internal quotation omitted).

¹⁹ 373 F.Supp.3d 1232, 1239–40 (D. Alaska 2019).

²⁰ 498 U.S. 505, 510 (1991) (emphasis added).

²¹ *White v. Univ. of Cal.*, 765 F.3d at 1025 (2014) (citation omitted). Although not included in the Ninth Circuit’s “arm of the tribe” test, an additional factor is examined by the Tenth Circuit: “the policies underlying tribal sovereign immunity and its connection to tribal economic development, and whether those policies are served by granting immunity to the economic entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino and Resort*, 629 F.3d 1173, 1187 (2010).

Here, a grant of immunity to NSHC furthers the policies underlying tribal sovereign immunity. The doctrine of tribal sovereign immunity exists in order to avoid “interference with tribal autonomy and self-government,” *Santa Clara Pueblo*, 436 U.S. at 59, and “infringe[ment] on the right of the Indians to govern themselves.” *Williams v. Lee*, 358 U.S. 217, 223 (1959). Like the doctrine of tribal sovereign immunity, the fundamental policy underlying the ISDEAA is to enhance tribal autonomy and control in the provision of services to tribal communities. *See, e.g.*, 25 U.S.C. § 5302(a) (declaring that policy of ISDEAA is to assure “maximum Indian participation in the direction of educational as well as other Federal services to Indian communities so as to render such services more responsive to the needs and desires of those communities”). NSHC has taken on the entire federal responsibility for health care services for its member tribes. The essential federal-tribal nature of the ISDEAA program and the fact ISDEAA programs are funded by the federal resources that would have been spent on programs serving those tribes shows that NSHC is completely financially dependent on the tribes’ right to ISDEAA funding, and has stepped into the tribes’ shoes and operates as the “health arm” of its member tribes. Because NSHC has stepped into the shoes of its member tribes as the “health arm” of those tribes in order to enter a government-to-government relationship with the United States, NSHC’s immunity from suit protects the tribal autonomy of NSHC’s member governments.

district court's application of this test to hold that a tribal repatriation committee formed by twelve tribes was entitled to sovereign immunity because it was created by resolution of each of the tribes; comprised solely of tribal members appointed by each tribe; funded exclusively by the tribes; and its purpose, "to recover remains and educate the public, [was] 'core to the notion of sovereignty.'"²² And in *Pink v. Modoc Indian Health Project, Inc.*, the court held that a subsidiary tribal entity established and controlled by several tribes to provide health care services was protected by sovereign immunity.²³

1. NSHC's method of creation supports immunity.

NSHC was incorporated on November 27, 1970 under the Alaska Non-Profit Corporation Act. Article VII of the NSHC Articles of Incorporation names three individuals representing the Alaska Native villages of Shaktoolik, Gambell, and Teller to the initial Board of Directors, and Article VIII shows the same three Village representatives as the initial incorporators. The formation and governance of NSHC was thereby tied directly to the member Villages. Article I and Article III of the Articles of Incorporation also provide that NSHC shall be "non-profit in nature," weighing in favor of treating it as an arm of the tribes. It is clear that NSHC's member tribes have delegated their governmental, rather than commercial, responsibility to provide health care to NSHC, which is not a for-profit venture but a vehicle for providing government health services.

2. NSHC's purpose to provide governmental health care supports immunity.

NSHC's Bylaws, adopted in 1977 and revised in 1978–79, expressly establish the Corporations purposes as follows:

1. To establish and maintain facilities, including but not limited to hospital and clinics, for the care of people suffering from injury, illness or disability requiring medical and hospital services and utilizing both inpatient and outpatient facilities and services, such care to be given regardless of the person's race, color, creed, age, sex, nationality or ability to pay.
2. To participate, so far as the circumstances may warrant, in any activity to promote the general health of the principal area.
3. To carry on educational programs, including the training of healing arts personnel, relating to rendering care to the sick and the promotion of health and the maintenance of high health care standards.
4. To advance general community understanding of, confidence in and proper use of the total program of health services.
5. To carry out the foregoing purposes [through the receipt and disbursement of funds and assets].

Each of these purposes reflects the delegation from the member tribes of their respective governmental health care responsibilities to NSHC. Indeed, the purpose of NSHC is to "step

²² *White*, 765 F.3d at 1025.

²³ 157 F.3d at 1188–89.

into the shoes” of the federal government to carry out, through the ISDEAA, the United States’ responsibility to provide health care for Alaska Native and American Indian people.²⁴

3. The tribal governments’ close ownership, and management and control of NSHC support immunity.

NSHC is structured such that NSHC’s member tribes directly control the governance of NSHC. Article IV of the Bylaws established a Board of Directors of 22 elected directors. Each of the 16 member villages elects one representative to the Board of Directors, and the Nome Eskimo Community elects two directors. The Nome City Council may elect one director, and the Board of Directors, among themselves, elects three additional directors representing Nome. Article V provides that the NSHC officers, including the Chairman, are elected from among the Board of Directors.

To this point, in 1980, the United States Department of the Interior unequivocally determined, based on the member tribal organizations’ direct control of NSHC, that NSHC is an arm of the member tribes.²⁵

In his Memorandum, Alaska Regional Solicitor Dennis J. Hopewell informed the BIA Area Director, Juneau Area Office that “[NSHC] is not only considered the ‘health arm’ of the Bering Straits Native Corporation . . . which is a recognized Indian tribe . . . but the Norton Sound Health Corporation is controlled, sanctioned and chartered by other tribal governing bodies.” Hopewell considered the NSHC Bylaws to be conclusive evidence of NSHC’s direct control by its member tribal entities, stating “[s]ince the Bylaws for the [NSHC] also spell out that ‘[t]he management of the property, funds, affairs and business of this Corporation shall be vested in a Board of Directors consisting of ...’ the members listed above, there can be no doubt that the corporation is controlled by tribal governing bodies.” Hopewell found that NSHC “in addition to being controlled by, is also sanctioned and chartered by such tribal governing bodies,” and “[t]his representation also shows that the operation and management of [NSHC] includes the maximum participation of Indians in all phases of its activities.”

4. The tribal governments intended that NSHC share in their tribal sovereign immunity.

In 1975, Congress signed the ISDEAA (Pub. L. No. 93-638) into law. In 1978 and 1979, NSHC’s member Alaska Native Villages each executed resolutions authorizing NSHC to enter contracts and grants with the United States on their behalf.²⁶ In 1994, the member Villages executed additional resolutions, which provide the current authority for NSHC to enter into the compact and funding agreements.²⁷

²⁴ See 25 U.S.C. § 5302.

²⁵ Status of Norton Sound Health Corporation As A Tribal Organization Pursuant to P.L. 93-638.

²⁶ A representative resolution from the Native Village of Elim is attached [hereafter Elim Resolution].

²⁷ A representative resolution from the Native Village of Diomedé is attached.

Each resolution acknowledged that Congress enacted the ISDEAA as a “far reaching Indian Self-Determination Policy” that “grants Alaska Native villages the *sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government* under Public Law 93-638 for the provision of Government services to Native peoples.”²⁸ The resolutions further note that NSHC “has village representation and traditionally provided information both to and from the village on health related matters” and that NSHC “is controlled and operated by a Board of Directors appointed by the tribal governments” of its member communities.²⁹

In recognition of the foregoing, the resolutions authorize NSHC “to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people” in the region.³⁰ The resolutions further authorize NSHC and its Board of Directors “to act on behalf of this village on health and related services” and “to accept funding for health and related service projects for this village from all funding agencies private and public.”³¹ The United States Supreme Court has noted that “[t]he common law sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and self-governance.”³² The resolutions’ provisions that NSHC would “act on behalf” of the villages as their health arm and delegation of governmental duties to NSHC reflects their intent that NSHC would share in the “corollary” privilege of immunity from suit in carrying out those functions.

5. NSHC is wholly financially dependent on the member tribes’ assignment of their right to contract with IHS to provide health services to their members.

Under the ATHC, all Alaska tribes participate in the delivery of health care services to their members and other beneficiaries in accordance with the principles of tribal self-governance. The Compact allowed NSHC, on behalf of its member tribes, to enter into a government-to-government relationship with the United States. Since 1994, NSHC has participated each year with other co-signers and the IHS in the negotiation of funding agreements and amendments to the ATHC.

The funding agreement (FA) NSHC negotiates annually with IHS on behalf of the member tribes includes a broad scope of work covering a wide variety of health care services, from hospital and clinic services to long-term care, from dental services to lodging for patients.³³ In fact, while NSHC is the *signatory* to the funding agreement, the *parties* to the FA are the HHS Secretary and NSHC’s member villages themselves. The 2018 Funding Agreement, titled

²⁸ See, e.g., Elim Resolution at 1 (emphasis added).

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Ibid.*

³² *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng'g*, 476 U.S. 877, 890 (1986) (emphasis added).

³³ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Health And Human Services Of The United States Of America Fiscal Years 2018-2020 §§ 3.2, 3.4.1, and 3.2.14.

“Funding Agreement Between Certain Alaska Native Tribes Served by the Norton Sound Health Corporation and the Secretary Of Health And Human Services Of The United States Of America,” states:

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.³⁴

Section 2.1 of the 2018 FA “obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC.” Section 5.2 provides these resources represent the entirety of the member Tribes’ entitlement to these funds: “NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA.” Section 4 of the 2018 FA describes the total FY 2018 funding made available to NSHC from funds that would otherwise be allocated to NSHC’s member tribes. Without the Compact and Funding Agreements, through which NSHC performs governmental functions for their member villages, NSHC would be unable to function. Accordingly, the financial relationship between NSHC and the tribal entities supports NSHC’s immunity.³⁵

In substance and in form, NSHC serves as an arm of its member tribes. NSHC is dependent on the authorization and support of its member tribal governments to operate, and it fills a critically under-resourced governmental function—far different from a private, for-profit economic venture or other state-incorporated non-profits that may operate in the public sector but are not fulfilling government functions. NSHC shares in the sovereign immunity of its member tribes, and this immunity from suit extends to suits to collect unpaid taxes. This sovereign immunity operates unless specifically and unequivocally waived, and NSHC has not waived its immunity.

IV. The City’s Taxation is Preempted by Federal Law

Alaska Statute 29.45.030(a)(8) exempts from tax, “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The City of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. The Alaska Supreme Court itself has applied the doctrine to preempt borough property taxation on “*all space in a building that contains a tribally operated clinic.*”³⁶

³⁴ *Id.* at 1.

³⁵ See *White*, 765 F.3d at 1025 (fact that entity was funded solely by the tribe supported determination that entity was an “arm of the tribe” entitled to immunity).

³⁶ *Ketchikan Gateway Borough v. Ketchikan Indian Corp.*, 75 P.3d 1042, 1044 (2003) (emphasis added).

Under the implied federal preemption doctrine, space that is used to carry out federal programs and that is subject to “comprehensive and pervasive federal oversight” is exempt from state or local taxation.³⁷ The U.S. Supreme Court has applied the implied federal preemption doctrine to the fields of tribal timber in *White Mountain Apache Tribe v. Bracker*,³⁸ and Indian education in *Ramah Navajo School Board, Inc. v. Bureau of Revenue, New Mexico*.³⁹ Like tribal timber and Indian education, Indian healthcare is subject to comprehensive and pervasive federal oversight, preempting the application of borough property taxes.

In *Ramah Navajo*, the U.S. Supreme Court found that the “[f]ederal regulation of the construction and financing of Indian education institutions is both comprehensive and pervasive.”⁴⁰ The Court cited the federal policy of Indian self-determination, and in particular its codification and application to education in the ISDEAA and its “detailed and comprehensive” regulations.⁴¹ By contrast, the state provided little support for Indian education, asserting only its general interest in raising revenue through taxation.⁴² Thus, the federal and tribal interests outweighed those of the state under the preemption test.⁴³

In *Ketchikan Gateway Borough v. Ketchikan Indian Corporation*, in a case strikingly similar to the instant matter, the Alaska Supreme Court upheld application of the implied federal preemption doctrine to exempt from borough taxes “*all space in a building that contains a tribally operated clinic.*”⁴⁴ In that case, the tribally operated clinic was funded by the IHS and operated on land conveyed by the United States.⁴⁵ The only space held not to be exempt from taxation was “space not committed to use by the clinic,” because it was “uncertain how the uncommitted space would be used” and it “appear[ed] that at least for near-term purposes it [would] either be leased to others or used for other [i.e., non-clinic-related] programs of [the Indian corporation].”⁴⁶ The court stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied to vacant property, “the unused space, when used, was intended to be used for tax-exempt purposes.”⁴⁷

³⁷ *Id.* at 1048.

³⁸ 448 U.S. 136, 146–47 (1980).

³⁹ 458 U.S. 832 (1982)

⁴⁰ *Id.* at 839.

⁴¹ *Id.* at 839–40 .

⁴² *Id.* at 841–42.

⁴³ *Id.* at 843.

⁴⁴ 75 P.3d at 1044 (emphasis added).

⁴⁵ *Id.*

⁴⁶ *Id.* at 1049, 1048 n.27.

⁴⁷ *Id.* at 1048, n.27 (citations omitted). See also *United Way of the Midlands v. Douglas Cnty. Bd. of Equal.*, 337 N.W.2d 103, 107 (Neb. 1983) (“Often times a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”); *Our Savior Lutheran Church v. Dep’t of Revenue*, 562 N.E.2d 1198, 1201 (Ill. 1990) (“We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”). The latter case was cited positively by the *Ketchikan Gateway* court. 75 P.3d at 1048, n.27.

In *Ketchikan Gateway*, the Alaska Supreme Court noted that federal preemption in Indian tax cases is quite different from federal preemption in other areas of the law, which require a clear statement from Congress of its intent to displace state law.⁴⁸ Instead, the U.S. Supreme Court has developed a “flexible pre-emption analysis sensitive to the particular facts and legislation involved” and “requires a particularized examination of the relevant state, federal, and tribal interests.”⁴⁹ As the U.S. Supreme Court instructed in *Ramah Navajo*, there is no requirement for a statute to “express the intention to pre-empt” state taxation, with the Court confirming that “[t]his argument is clearly foreclosed by our precedents.”⁵⁰

This property is integral to the provision of healthcare under NSHC’s ISDEAA agreement. As programs and services that support the healthcare operations are included under the scope of work as defined in NSHC’s Funding Agreement, all areas used for human resources, administration and board support, performance management, training, medical personnel housing, patient housing, and financial function are integral to NSHC’s healthcare operations under the ISDEAA.

The Alaska Supreme Court, in *Ketchikan Gateway Borough*, acknowledged that federal law preempts state taxation where the activity is subject to comprehensive and pervasive federal oversight.⁵¹ The federal and tribal interests in the instant case are clear and strong. Provision of Indian health care services is comprehensively and pervasively regulated; this is manifest both in the ISDEAA and in the Indian Health Care Improvement Act (IHCA). Congress expressed its intention in the ISDEAA that those operating under self-determination contracts receive the same amount of funding as would the federal government if one of its departments was still providing the services in question. Congress’s clear intent would be undercut if NSHC has to use its federal funding to pay property taxes from which IHS would be exempt.⁵² In *Ramah Navajo*, the U.S. Supreme Court found that a similar depletion of federal funds to reimburse the contractor for state gross receipts taxes would contravene federal policy and Congress’s intent and thus argued in favor of preemption.⁵³

Although tribes step into the shoes of the IHS when carrying out programs and providing services under the ISDEAA, the ultimate responsibility for those programs and services remains with IHS, which therefore retains a pervasive oversight role. Participation in the self-governance program requires a rigorous planning process and demonstration of financial stability and financial management capability for three (3) years.⁵⁴ ISDEAA contractors are subject to annual audits, with penalties for noncompliance with applicable cost principles.⁵⁵ And every ISDEAA

⁴⁸ *Id.* at 1046.

⁴⁹ *Id.* (quoting *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 176 (1989) and *Ramah Navajo*, 458 U.S. at 838).

⁵⁰ 458 U.S. at 843.

⁵¹ 75 P.3d at 1048.

⁵² *Id.* at 1049–50 (Fabe, C.J., and Carpeneti, J., dissenting).

⁵³ 458 U.S. at 842.

⁵⁴ 25 U.S.C. § 5383(c)(1)(C).

⁵⁵ *Id.* § 5386(c).

agreement must, by law, include a provision allowing the Secretary to reassume operation of a program, and the associated funding, if the agency finds gross mismanagement or imminent danger to public health.⁵⁶ The regulations at 25 C.F.R. Part 900 and 42 C.F.R. Part 137 elaborate these and other limitations. As noted above, nothing in the ISDEAA abrogates or weakens the trust responsibility to tribes and individual Indians,⁵⁷ and IHS consequently retains comprehensive and pervasive oversight. In other words, NSHC is beyond the taxing authority of the state, and the borough is without the ability to apply, impose, assess, or levy borough property tax against NHSC.⁵⁸

Finally, in *Ketchikan Gateway Borough*, the Alaska Supreme Court also noted that while the rule of strict construction requires that “[t]axpayer exemptions are strictly construed against the taxpayer and in favor of the taxing authority . . . where the question is whether federal law requires the exemption of tribal interests from taxation, ambiguities in federal law should be resolved *in favor of the tribe*.”⁵⁹ This further supports the application of the implied federal preemption doctrine to NSHC’s properties.

V. Alaska Law Exempts the Subject Property from Taxation

The Alaska Constitution provides that: “All, or any portion of, property used exclusively for non-profit religious, charitable, cemetery, or educational purposes, as defined by law, shall be exempt from taxation.”⁶⁰ Pursuant to this provision, Alaska Statute (AS) 29.45.030(a)(3) provides that “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes” is exempt from general taxation.

AS 29.45.030(c) provides that property described in (a)(3) or (4) of this section from which income is derived is exempt if that income is solely from use of the property by nonprofit religious, charitable, hospital, or educational groups.

A. Charitable and Hospital Purposes Achieved Through Lease to the State

In *Matanuska–Susitna Borough v. King’s Lake Camp*, “charitable” is defined under Alaska law to mean a “broad scope” of activities given to the term:

⁵⁶ *Id.* § 5387(a)(2).

⁵⁷ *E.g.*, *id.* § 5332(2); *id.* § 5329(c), Model Agreement § (d)(1) (“The United States reaffirms the trust responsibility of the United States” to the contracting tribe); *id.* § 5395(b) (“Nothing in this chapter shall be construed to diminish in any way the trust responsibility of the United States to Indian tribes and individual Indians . . .”).

⁵⁸ *See* 75 P.3d at 1046 (“federal law impliedly preempted *application* of the [state] tax”) (citing *Ramah Navajo*, 458 U.S. at 838) (emphasis added), 1047 (quoting the U.S. Supreme Court’s statement that in *Bracker*, the Court addressed the question of “whether [the state] could *impose* its motor carrier license and use fuel taxes on a [non-tribal-member company]”) (citing *Cotton Petroleum*, 490 U.S. at 184) (emphasis added); *Bracker*, 448 U.S. at 148 (“[i]n a variety of ways, the *assessment* of state taxes would obstruct federal policies”) (emphasis added), 152 (where implied federal preemption is found, states are without “the privilege of *levying* [the] tax”) (citing *Warren Trading Post Co. v. Ariz. State Tax Comm’n*, 380 U.S. 685, 691 (1965) (emphasis added)).

⁵⁹ 75 P.3d at 1045 (citing *Cotton Petroleum Corp.*, 490 U.S. 163 at 177).

⁶⁰ Alaska Const. art. IX, § 4.

It is quite clear that what is done out of good will and a desire to add to the improvement of the moral, mental, and physical welfare of the public generally comes within this meaning of the word “charity.” To crowd out coarseness, cruelty, brutality from social man undoubtedly results in this betterment.⁶¹

The *Catholic Bishop* court characterized this statement as “the broad common law definition of ‘charity’ “ and observed that this definition reflects the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large.”⁶²

Following this definition, Alaska law recognizes that the ISDEAA has the purposes of improving the provision of federal services by making them more responsive to tribal needs, and improving the functioning of the tribes through increased self-government. *Fairbanks North Star Borough v. Henash*, 88 P.3d 124, 135 (2004). ISDEAA contracts permit tribes to “improve[] ... the moral, mental, and physical welfare” of individuals and the group. *Id.* The Alaska Supreme court therefore holds that activities in satisfying ISDEAA contracts with the government are motivated by purposes that are properly characterized as charitable. This satisfies the charitable-purposes criterion for exemption in Alaska. *Fairbanks*. 88 P.3d at 135.

The definition of “hospital” for federal public health purposes and as defined by the CMS, is:

The term “hospital” includes general, tuberculosis, and other types of hospitals, and related facilities, such as laboratories, outpatient departments, nurses’ home facilities, extended care facilities, facilities related to programs for home health services, self-care units, and central service facilities, operated in connection with hospitals, and also includes education or training facilities for health professional personnel operated as an integral part of a hospital, but does not include any hospital furnishing primarily domiciliary care.

42 U.S.C. § 300s–3(1). Thus, use of the property to provide public health services constitutes hospital purposes.

The lessee of the subject property is the State of Alaska which is a tax-exempt government entity utilizing the property exclusively for charitable purposes (delivery of public health). Leasing to the state to carry out the public health services on behalf of NSHC (and in the State’s own right as a state service) fulfills NSHC’s federal obligations under the FA and constitutes direct and primary use for charitable and hospital purposes. The Alaska Supreme Court holds:

AS 29.45.030 places no restrictions on the amount of income the charitable organization derives from renting the property. It is concerned only with the nature of the property's use. Because TCC is a charitable nonprofit, the leased properties will be tax-exempt if the lessee is a nonprofit religious, charitable, hospital, or educational group that is using

⁶¹ 439 P.2d 441, 445 (Alaska 1968) (quoting *Old Colony Trust Co. v. Welch*, 25 F.Supp. 45, 48 (D.Mass.1938))

⁶² 707 P.2d at 888 n. 37

the property “exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes.”⁶³

Accordingly, Leasing the building to a tax-exempt government entity to deliver public health services accomplishes NSHC’s “hospital purposes” and “charitable purposes.”

In addition, the fact that the lease to the state generates rental income does not preclude tax exemption. Property leased or rented is exempt if: (1) the property is leased or rented for an exempt activity; (2) the lease or rental payments are not the product of an owner's dominant profit motive; and (3) the lease or rental payments are incidental to and reasonably necessary for the exempt use of the property and do not exceed the operational requirements of the exempt activity.⁶⁴ All three of these conditions are met. NSHC has provided documentation establishing that the lease does not generate a profit. See Attached, Lease Financial Analysis. Profit is not NSHC’s motive for renting the property. The revenue generating use of the property is for the direct and primary purpose of providing public health services. Further, the rental income is recognized under federal law as consistent with its nonprofit purposes (i.e, it is not unrelated business income). See attached Form 990, in pertinent part. Finally, rental to the State of Alaska who has the capacity to provide public health services is reasonably necessary and incidental to NSHC’s exempt purposes as a hospital.

B. Assessor’s Determination is Not Supported by Law or Substantial Evidence.

The assessor has not provided the legal or factual basis for his determination as to why this property was exempt in 2022 and not in 2023. As to related properties owned and operated by NSHC, the assessor has suggested that the standard for determining whether property is “exclusively used” for exempt purposes requires a finding that the use of the property is “directly incidental to and vitally necessary” to the hospital’s exempt purposes. And, presumably, since the subject property is not the main hospital building, the assessor is applying the same test he has applied to other properties owned by NSHC.

The *Catholic Bishop* case upon which the assessor has relied entails an interpretation of AS 29.53.020(a)(3) (repealed and replaced by AS 29.45.030(a)(3)) with respect to use of certain church properties. The *Catholic Bishop* court stated that the standard for interpreting “exclusive use” is whether the use is “direct and primary” to the exempt purposes:

We have interpreted “exclusive use” in accord with our rule of strict construction. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), we decided that “[e]ven when the uses of a piece of property are highly related to the primarily exempted activity, the exemption will not apply when the statute requires ‘exclusive’ use.” 462 P.2d at 437. All uses of the property must be for the “direct and primary” exempt purpose. *Evangelical Covenant Church v. City of Nome*, 394 P.2d 882, 883 (Alaska 1964) (citing Annot., 154 A.L.R. 895, 898 (1945)). See *Matamuska-Susitna Borough v.*

⁶³ *Henash v. Fairbanks North Star Borough*, 265 P.3d 302, 306-07 (2011)

⁶⁴ *Catholic Bishop*, 707 P.2d at 892.

King's Lake Camp, 439 P.2d 441, 445 (Alaska 1968).⁶⁵

The “vitaly necessary” test is an exception to the “exclusive use” test and was first referenced in *Harmon* for purposes of interpreting a different statutory exemption from the instant case, the religious parsonage exemption under AS 29.10.336 (now AS 29.45.030(b)). The church in *Harmon* sought to exempt buildings used for the residences of church administrators, teachers, and visiting church staff members. The buildings were also used for counseling and church social gatherings. The court stated that it must strictly construe whether property is used “exclusively for religious purposes” based on the legislative intent to narrowly define the type of residence which qualifies for exemption.⁶⁶

Similarly, in *Catholic Bishop*, the court addressed the same parsonage exemption under AS 29.53.020(b)(1) (now AS 29.45.030(b)(1)). The court stated that it recognizes a narrow exception to the exclusive-use standard when evaluating the parsonage allowance, as follows:

Residences that are not exempt under AS 29.53.020(b)(1) may still be exempt if their use was directly incidental to and vitaly necessary for the exempt use **of other church property**.⁶⁷

With respect to the residence of a religious worker/volunteer, the court evaluated this as “other property” because it was not listed among the allowable properties in the applicable statute (i.e., residence of bishop, pastor, priest, rabbi, minister), and applied the narrow “vitaly necessary” alternative standard to exclusive use. The *Catholic Bishop* court explained that the “vitaly necessary” standard applies only to use of other property and does not supplant the “direct and primary” exclusive-use standard for property used directly with the particular exempt activity.⁶⁸ Therefore, the “vitaly necessary” standard does not apply in this case.

Even if the proper test in this instance were to establish the subject property use is “directly incidental to and vitaly necessary” to the hospital purposes as the assessor suggests, that standard has been met as well. It is incongruous for the assessor to assert that the provision of public health services through its lease with the State of Alaska is not vitaly necessary and incidental to NSHC exempt purposes as a hospital, when NSHC’s exempt purposes are to provide public health services.

⁶⁵ 707 P.2d. at 879.

⁶⁶ *Harmon*, 462 P.2d at 436.

⁶⁷ 707 P.2d at 884–85 (emphasis added).

⁶⁸ *Id.* at 880.

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2021-000754-0
Recording Dist: 201 - Cape Nome
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STATE OF ALASKA
AMENDMENT TO LEASE
LEASE 2736

This agreement, to be known as **Amendment Number One (1)** to the existing lease, entered into on the 1st day of July 2021 and to be recorded in the **Cape Nome Recording District**, by and between:

NORTON SOUND HEALTH CORPORATION
P.O. BOX 966
NOME, ALASKA 99762

hereinafter called the Lessor, and

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES - 06
DIVISION OF FACILITIES SERVICES
550 WEST 7th AVENUE SUITE 200
ANCHORAGE, ALASKA 99501-3571

hereinafter called the Lessee, covering:

Approximately 2,600 usable square feet of office space plus ten (10) parking spaces located in the HAT Building at 207 6th Avenue, Nome, Alaska. Legally described as: Lot: 3A, Block: 110, Plat: 2004 3, Lot: 3A, Block 110, Plat 2002 19, Lot: 3, Block 110, Survey: 451

OFFICIAL STATE BUSINESS – NO RECORDATION CHARGE LEASE No. 2736
After Recordation, Return Document To:
State of Alaska - Department of Transportation & Public Facilities PAGE 1 OF 3
Division of Facilities Services
Leasing Section
550 West 7th Avenue, Suite 200
Anchorage, AK 99501-3571 2736 A1 Admin

Initial AG Initial Fmm

THIS AMENDMENT SHALL

- 1. Recognize that it is mutually agreed to that Lease 2736's commencement date shall be changed to begin on October 1, 2021, through September 30, 2023.

All other terms and conditions of the lease remain the same.

Lessor: NORTON SOUND HEALTH CORPORATION

By: Angie Gorn Date: 8/24/21
 Angie Gorn
 President/CEO

Lessee: STATE OF ALASKA

By: F. Matthew Moya Date: August 24, 2021
 Matt Moya
 Contracting Officer III

ACKNOWLEDGMENT OF LESSOR: NORTON SOUND HEALTH CORPORATION
STATE OF ALASKA
CITY OF NOME

This is to certify that on this 24th day of August, 2021 before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared Angie Gorn to me known and known by me to be the person described in and who executed the instruments set forth above and severally stated to me under oath that she is President/CEO and that she has been authorized by NORTON SOUND HEALTH CORPORATION to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of Same.

WITNESS my hand and official seal the day and year this certificate first above written.

Cameron A. Piscoya
 Notary Public for Alaska
 My Commission Expires: 01/04/2022
 Residing at: Nome, AK

State of Alaska
NOTARY PUBLIC
 Cameron A. Piscoya
 My Commission Expires Jan. 4, 2022

OFFICIAL STATE BUSINESS – NO RECORDATION CHARGE

After Recordation, Return Document To:
 State of Alaska - Department of Transportation & Public Facilities
 Division of Facilities Services
 Leasing Section
 550 West 7th Avenue, Suite 200
 Anchorage, AK 99501-3558

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 Amendment No. 01
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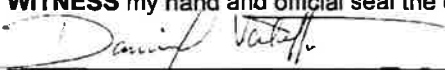
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**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA
STATE OF ALASKA
MUNICIPALITY OF ANCHORAGE**

This is to certify that on this 24th day of August, 2021 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Matt Moya, Contracting Officer III, to me known and known by me to be the person described in the executed instruments set forth above as an agent of Department of Transportation & Facilities Services, Division of Facilities Services for the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of the State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

WITNESS my hand and official seal the day and year this certificate first above written.



Notary Public for Alaska
My Commission Expires: With office
Residing at: Anchorage, Alaska



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Leasing Section
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Recording Dist: 201 - Cape Nome
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**STATE OF ALASKA
STANDARD LEASE FORM
LEASE 2736**

THIS LEASE, entered into this 1st day of July 2021,
and to be recorded in the **Cape Nome Recording District**, by and between:

**NORTON SOUND HEALTH CORPORATION
P.O. BOX 966
NOME, ALASKA 99762**

hereinafter called the Lessor, and

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES - 06
DIVISION OF FACILITIES SERVICES
550 WEST 7th AVENUE SUITE 200
ANCHORAGE, ALASKA 99501-3571**

hereinafter called the Lessee.

The Lessor hereby leases to the Lessee the following described premises:

Approximately 2,600 usable square feet of office space plus ten (10) parking spaces located in the HAT Building at 207 6th Avenue, Nome, Alaska. Legally described as: Lot: 3A, Block:110, Plat: 2004-3, Lot: 3A, Block 110, Plat 2002-19, Lot: 3, Block 110, Survey: 451

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to have and to hold the same, with all appurtenances unto the Lessee for the term of two (2) years beginning on the 1st day of July 2021 and ending on the 30th day of June 2023 at and for the rental of \$5,000.00 per month payable on the first day of each and every month of said term at the office of the Lessor or in advance at the option of the Lessee. Payment for any partial month's occupancy shall be prorated based on a thirty (30) day month.

COVENANTS OF THE LESSEE

- 1. The Lessee does hereby covenant and agree with the Lessor that it will:
 - a) pay said rent at the times and place and in the manner aforesaid;
 - b) use and occupy said premises in a careful and proper manner;
 - c) not use or occupy said premises for any unlawful purpose;
 - d) not assign this lease, not underlet said premises, nor any part thereof, without the written consent of the Lessor, provided however such consent shall not be unreasonably withheld;
 - e) not use or occupy said premises or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise;
 - f) make no alterations or additions in or to said premises without the written consent of the Lessor, such consent shall not unreasonably be withheld;
 - g) leave the premises at the expiration or prior termination of this lease or any renewal or extension thereof, in as good condition as received or in which they

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might be put by the Lessor, excepting reasonable wear and tear and/or, loss or damage caused by fire, explosions, earthquakes, acts of God, other casualty or as provided for in section 2.b below;

- h) permit the Lessor to enter upon said premises at all reasonable times to examine the conditions of the same;

COVENANTS OF THE LESSOR

- 2. And the Lessor on its part covenants and agrees with the Lessee that it will:
 - a) maintain the demised premises in good repair and tenantable condition during the continuance of this lease or any renewal or extension thereof;
 - b) indemnity: the Lessor shall hold and save the Lessee, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's agents and employees pursuant to this lease; the Lessor shall also assume all insurable risks and bear any loss of injury to property or persons occasioned by neglect or accident during the tenure of this lease, excepting only sole negligence of the Lessee.
 - c) furnish heat and cooling, electricity, water, trash removal, and sewage disposal without additional cost to the Lessee;
 - d) furnish heating and cooling to all the office space and similar type space uniformly within a 68 degrees Fahrenheit to 72 degrees Fahrenheit temperature

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range. Heating and cooling in the computer room shall be maintained at a uniform temperature between 60 degrees and 65 degrees Fahrenheit;

- e) maintain and keep the stairway and common or public hallway used for access to the leased premises in a clean and safe condition;
- f) maintain the premises in keeping with good fire prevention practices. The Lessee reserves the right, at reasonable times, to enter and make fire prevention and fire protection inspections of the building and space occupied. Recommended improvements will be given every consideration by the Lessor;
- g) the Lessor agrees that facilities provided in this lease are tenantable and that they comply with all laws pertaining to tenantability and performance of this provision is insured by the Lessor agreeing to pay the cost of any building alterations which may be needed during the period of the Lessee's occupancy for purposes of correcting any violation of the law cited by a regulatory agency of government not directly a result of the Lessee's occupancy.

If during the term of this lease, or any renewal or extension thereof, the premises or any part thereof should be rendered untenable by public authority, or by fire or the elements, or other casualty, a proportionate part of the rent according to the extent of such untenability shall be abated and suspended until the premises are again made tenantable and restored to their former condition by the Lessor; and if the premises or a substantial part thereof are thereby rendered untenable and so remain for a period of thirty (30) days, the state may, at its option, terminate the lease by written notice to the Lessor.

The Lessee's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy. This thirty-(30) day period shall not be so restrictively construed that the Lessee is bound to remain in the leased facility if the Lessee's

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business cannot be safely executed. If warranted due to unsafe condition, Lessee is free to move elsewhere. If the premises are made tenantable again within this thirty-(30) day period, Lessee will return to the facility for occupancy. Lessee may also choose to recover any excess costs, over the abated lease payments, occasioned by relocation due to unsafe condition.

In the event the Lessor fails to correct any violation or remedy any untenable condition in the time interval prescribed by law, the Lessee shall be free to terminate the lease, or shall have the option by hiring competent workmen, with the Lessor bearing the cost of all materials and labor. Lessor further agrees that alterations performed by the Lessee to correct OSHA violations will not be construed by the Lessor to constitute a breach of the terms of this lease.

In the event that, in the reasonable judgment of the Lessee the lawful enjoyment of the demised premises is threatened by the interruption or severance of utilities and severance provided hereunder by the Lessor, and when such interruption or severance is due to deliberate, or negligent, or tacitly negligent act of the Lessor, the Lessee shall have the right to bind such utilities and services as are threatened, in the name of the Lessee. The Lessee shall be free to deduct from the lease payments the cost of such utilities and services, together with all necessary deposits and the Lessee's actual administrative costs necessary to procure the utilities and services.

- h) maintain the building free of any mechanical, structural, or electrical hazards and in a good state of general repair and maintenance. Lessor agrees that after reasonable notice in writing by the Lessee that these obligations have not been satisfactorily fulfilled, the Lessee can then obtain competent workmen to correct the deficiencies, all of which will be paid for by the Lessor. Bills for such work will be sent directly to the Lessor for payment. Should there be any delay in payment

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by the Lessor, the Lessee shall pay the bills and deduct the cost from the next month(s) rent payments(s), whichever is determined appropriate by the Lessee.

- i) If the leased property is sold during the term of the lease, or an extension thereof, the sale will be made subject to the lease. This also applies to any sale as a result of an encumbrance on the property that existed prior to the execution of this lease.

MUTUAL COVENANTS

- 3. It is mutually agreed by and between the Lessor and Lessee that:
 - a) all terms and conditions of the preceding covenants of both Lessee and Lessor are agreeable and accepted in their entirety, except as herein noted;
 - b) all fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of this lease or renewal and at its own expense repair any injury to the premises resulting from such removal;
 - c) if the Lessee shall at any time be default in the payment of rent herein reserved, or in the performance of any of the covenants, terms and conditions, or provision of this lease, and the Lessee shall fail to remedy such default within sixty (60) days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises and again have, repossess, and enjoy the same as if the lease had not been made, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and determine without prejudice however, it shall be the right of the Lessor to recover

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from the Lessee all rent due up to the time of such entry. In case of any such default and entry by the Lessor, said Lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved;

- d) if the Lessee shall pay the rent as herein provided, and shall keep, observe, and perform all of the covenants of this lease by it to be kept, performed, and observed, the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
- e) this lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto;
- f) the Lessee shall have the option to renew this lease for four (4) additional two (2) year periods to be exercised upon mutual agreement with Lessor. Lessee shall provide the Lessor written notice of intent to exercise future renewal options a minimum of one hundred eighty (180) days prior to the expiration of each term. Lessor shall approve or deny the request for renewal within 10 business days of receipt. Lessor's approval of renewal option requests shall not be unreasonably withheld.

ADJUSTMENTS: Adjustments in the lease rate may be made if requested in writing by the Lessor at least thirty (30) days prior to the effective date of the adjustment. Request must be made annually only. Such adjustments may be made annually to reflect the changes in the Lessor's variable costs and defined as all operational cost other than debt service and profit. Operational costs, for purposes of the lease resulting from this RFP, are equal to thirty-five percent (35%) of the Base Monthly Lease Rate.

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The monthly lease rate may be adjusted effective September 1, 2022 and each September 1 thereafter and will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, for All Urban Consumers, All Items, Urban Alaska, in effect for each January through June (1st Half) The percentage difference between the CPI in effect for the base year combined six (6) month average of the three (3) bi-monthly averages, CPI Urban Alaska Index, 1st half 2021 (232.679) and each CPI January through June (1st Half) average thereafter will determine the maximum allowable adjustment of the variable costs over the Base Monthly Lease Rate.

The Base Monthly Lease Rate is \$5,000.00.

The formula is expressed as:

[(35% x Base Monthly Lease Rate) x % change in CPI] + Base Monthly Lease Rate = Adjusted Monthly Lease Rate.

If the index is discontinued or revised during the term of the lease, such other governmental indices or computations with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

Retroactive adjustments will not be allowed.

- g) this lease is subject to all applicable laws of the State of Alaska or local government;

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- h) **FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS:** The fiscal year for the Lessee is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the Lessee are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the lease, the Lessee has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the Lessee and shall not constitute a breach or an event of default by the Lessee.
- i) all conditions and covenants of the lease shall remain in full force and effect during any extension hereof. Any holding over after the expiration date of this lease or any extension or renewal thereof, shall be construed to be a tenancy from month to month, at the same monthly rental and on the terms and conditions herein specified so far as applicable;
- j) this lease is written as a result of State of Alaska Single Source Request for Alternate Procurement #2021-0600-4850 pursuant to the terms and conditions of AS 36.30.300.
- k) Recognize that the terms and conditions described in the attached Exhibit A shall hereby be made a part of this lease and all terms and conditions of said Exhibit A are binding upon the Lessee and Lessor, their agents or assigns;
- l) time is of the essence of this lease.

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Other Provisions

4. The following additional provisions, modifications, exceptions, riders, layouts and or forms were, are, agreed upon prior to execution and made a part hereof:
- a) Lessor shall paint and clean the office space at no additional cost to the Lessee prior to the commencement date.
 - b) Lessee and its contractors shall have access shall have access prior to commencement for the purpose of data and electrical installation at the sole expense of the Lessee.
 - c) Parking: Lessor shall provide eight (8) signed parking spaces for the tenant with energized head bolt heaters at no additional charge to the Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

Lessor: NORTON SOUND HEALTH CORPORATION

By: Angie Gorn
Angie Gorn
President/CEO

Date: 8/23/21

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Lessee: STATE OF ALASKA

By: F Matthew Moya
Matt Moya
Contracting Officer III

Date: August 24, 2021

ACKNOWLEDGMENT OF LESSOR: NORTON SOUND HEALTH CORPORATION
STATE OF ALASKA
CITY OF NOME

This is to certify that on this 23rd day of August, 2021 before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared **Angie Gorn** to me known and known by me to be the person described in and who executed the instruments set forth above and severally stated to me under oath that she is **President/CEO** and that she has been authorized by **NORTON SOUND HEALTH CORPORATION** to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of **Same**.

WITNESS my hand and official seal the day and year this certificate first above written.

Cameron Piscoya
Notary Public for Alaska
My Commission Expires: 01/04/2022
Residing at: Nome, AK

State of Alaska
NOTARY PUBLIC
Cameron A. Piscoya
My Commission Expires Jan. 4, 2022

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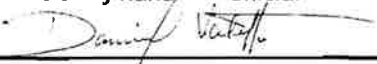
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**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA
STATE OF ALASKA
MUNICIPALITY OF ANCHORAGE**

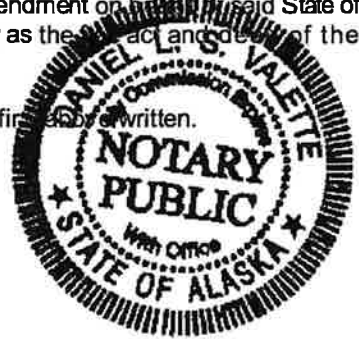
This is to certify that on this 24th day of August, 2021 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Matt Moya, Contracting Officer III, to me known and known by me to be the person described in the executed instruments set forth above as an agent of Department of Transportation & Facilities Services, Division of Facilities Services for the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the act and deed of the State of Alaska.

WITNESS my hand and official seal the day and year this certificate first written.



Daniel L.S. Valette

Notary Public for Alaska
My Commission Expires: With office
Residing at: Anchorage, Alaska



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EXHIBIT A

Lease 2736

The terms and conditions below are hereby made a part of Lease 2736 and all terms and conditions of said Exhibit A are binding upon the Lessee and Lessor, their agents or assigns.

FORCE MAJEURE

The Lessor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Lessor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; or strikes.

HOURS OF OPERATION

The State reserves the right to establish and maintain its own hours of operation during the life of the lease and any renewals. Generally, State offices are open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday.

ACCESSIBILITY

The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), as amended, defines the State of Alaska as a "public entity" subject to Title II of the ADA.

The 2010 ADA Standards for state government consist of the Title II regulations at 28 CFR 35.151. State government facilities must follow the requirements of the 2010 ADA Standards, including both the Title II regulations at 28 CFR 35.151: and the 2004 ADAAG at 36 CFR part 1191, appendices B and D. In the few places where requirements between the two differ, the requirements of 28 CFR 35.151 prevail. ADA compliance under Title II may be different or more stringent than the compliance requirements for commercial space.

The Lessor agrees that the State may make reasonable alterations to the lease space in order to meet ADA Standards as it applies to a public entity. In providing space that meets the Title II requirements, the Lessor does not have and will not attain the right to direct how, when or where program services are delivered. The Lessor further agrees that deficiency corrections performed by the State will not be construed to constitute a breach of this lease. In the event the Lessor denies approval for the State to make alterations to the premises in order to comply with the ADA, the State will have the right to terminate the lease.

Exhibit A – Lease 2736

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RENOVATION

At least every five (5) years of occupancy at the request of the State, the Lessor shall renovate the space occupied by the State under this lease by refurbishing, refinishing, or replacing all damaged or worn finishes including: floors, walls, ceilings, window coverings/paint or built-in building furnishings and fixtures. Any and all renovation must comply with the 2010 Standards.

Specifications for the materials to be utilized are provided below.

Lessor is responsible for all costs associated with the renovations, including moving expenses of all fixtures, furniture, and equipment. Lessor shall provide moving boxes, tape and labels if requested by the State. Renovation work must be completed in such a manner as to not interfere with the State's business. Lessor is required to provide the State with a detailed schedule of the planned renovation project for its review and approval.

If the lessor fails to respond to the State's renovation request within thirty (30) days, the State reserves the right to hire competent workers to accomplish such renovation(s) at the Lessor's expense.

The State also reserves the right to extend the above time periods if the conditions are in the opinion of the State found to be still in acceptable condition.

MAINTENANCE AND REPAIR

The Lessor shall assume sole responsibility for the maintenance of the demised premises. This responsibility encompasses keeping the premises in good repair, and tenable condition. The term "repair" includes repairs of any type including but not limited to exterior and interior, structural and nonstructural, routine or periodic, except as in case of damage arising from the negligence of the State's agents or employees.

HOLDING OVER

Prior to the lease expiration, the State will provide a (60) day written notice to the Lessor, informing the Lessor the Lease will be in hold over status, for a period up to one (1) year, at the same monthly lease rate. After a holdover period of one year, tenancy shall be construed to be a month-to-month at market rate as determined by the State's broker. All other terms and conditions specified by the lease remain the same.

LESSOR, LESSOR'S EMPLOYEES and CONTRACTOR'S SECURITY REQUIREMENT

The State shall have the right to request that the Lessor's employees, and employees of contractors and subcontractors (referred to collectively herein as "Contractor") provide fingerprints and pass criminal background checks prior to performing work within the space occupied by the State. The "Passed" status of the background checks will be reported to the State contracting officer in writing before the employee or contractor's

Exhibit A – Lease 2736

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employee begins work on the premises. The State shall have the right to reject any of the Lessor's employees or Contractor's employees whom the state reasonably identifies as being unacceptable as posing a risk to the State, its employees, or its mission. Requests denied or not responded to within ten (10) days, shall result in the State's right to terminate the lease or prohibit access of leased space to Lessors' employees and/or Contractor's employees. Should this refusal of access limit routine maintenance or janitorial services to the State, the State has the right to employ such services independent of the Lessor and to deduct the cost of services from lease payments.

INSURANCE

Without limiting Lessor's indemnification, Lessor shall purchase insurance at its own expense and maintain it in force at all times during the performance of services under this lease the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Lessor's policy contains higher limits, the State will be entitled to coverage to the extent of such higher limits.

- (1) Proof of insurance is required for worker's compensation insurance. The Lessor shall provide and maintain, for all employees of the Lessor engaged in work under this lease, Worker's Compensation Insurance as required by AS 23.30.045. The Lessor will be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this lease. This coverage must include a waiver of subrogation against the State of Alaska.
- (2) Proof of insurance is required for commercial general liability insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable. The State of Alaska shall be named as additional insured.
- (3) Proof of insurance is required for commercial automobile liability insurance for any vehicle used by the Lessor or any subcontractor who directly or indirectly provides services under this lease with coverage limits not less than \$500,000 combined single limit per occurrence.

All insurance shall be primary and non-contributory to any other insurance carried by the State through self-insurance or otherwise.

A "Certificate of Insurance" for the insurance described above should be provided. The Lessor shall provide evidence of continuous coverage by submitting, without reminder, a renewal Certificate of Insurance annually to the State of Alaska, Department of Transportation & Public Facilities for the life of the lease and any renewals and/or extensions.

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JANITORIAL & MAINTENANCE SERVICES

Lessee shall be responsible for interior janitorial services as they may require, parking lot, sidewalk snow and ice removal services.

Unless otherwise indicated, the Lessor shall be responsible for maintenance services as outline below for the entire space. These services shall be performed after office hours unless otherwise specified or as convenient as possible to the occupying agency(s). The premises generally are occupied Monday through Friday, except State holidays. In the event that various areas are occupied at times other than specified herein, the maintenance services shall be performed at other times as convenient. The State may request these services be completed during business hours at no additional costs if deemed in the best interest and security of the State.

MAINTENANCE AS REQUIRED SERVICES:

- Replace burned out lamps to be furnished by the Lessor.
- Clean light lenses.
- Furnish, clean and maintain rugs or entrance mats at each building entrance of sufficient size to preclude tracking.

Grating, runners, rubber finger mats or other aggressive entry matting systems must be installed and regularly maintained at the front entrance to the building and the State's leased space to minimize tracking dirt, snow or ice into the space.

DRINKING WATER

Drinking water shall be provided at a central location. Bottled water in dispensers may be substituted for permanently installed systems provided that the Lessor also provides disposable cups and has a system to ensure water is available at all times.

MECHANICAL

HEATING AND COOLING

A system shall be provided to maintain a uniform temperature between 68 degrees and 72 degrees. The temperature shall be maintained throughout all areas.

If the temperature is not maintained within the 68 degree to 72 degree range for a period of more than one (1) working day, the Lessor shall upon receipt of a written complaint from the State, provide suitable temporary/auxiliary heating or cooling equipment to maintain the temperature in the specified range.

If such temporary auxiliary equipment is necessary to meet normal weather conditions for more than ten (10) consecutive working days, the Lessor will, no later than the eleventh (11th) working day, initiate a diligent effort to rectify the deficiency.



VENTILATION

All occupied areas of the building shall be provided with a ventilation system with minimum outdoor airflow rates and exhaust airflow rates in accordance with the latest adopted edition of the International Mechanical Code, as amended by the Authority having jurisdiction. For compliance with minimum outdoor airflow rate requirements, natural ventilation will not be considered. Minimum outside airflow rates shall be measured and able to be monitored by State.

ENVIRONMENTAL & LIFE / SAFETY

Lessor agrees to provide a space free from all environmental and life / safety hazards. Lessor agrees that the premises will be in compliance with applicable health and safety standards set forth by OSHA, EPA, and the CDC,

If at any time throughout the tenancy of the lease, an environmental, health, or safety hazard is identified, the State will provide written notice to the Lessor. The Lessor agrees to take corrective action to investigate, test and remedy the identified hazard within five (5) business days. If the reported hazard cannot be corrected within five (5) days, the lessor shall within the same five (5) days provide the State with a written plan and timeline for correcting the hazard. If after the sixth (6th) working day the Lessor has not corrected the hazard or provided a plan and reasonable timeframe for remediation, the State reserves the right to obtain competent workers to remediate the hazard. The Lessor shall pay all related costs either by direct payment or by the State making the payment to the workers and reducing the rent accordingly.

Lessor is required to certify that there is no asbestos containing material (ACM) in the building and no presumed asbestos containing material (PACM) in the building. If the lessor is unable to certify that there is no ACM in the building and no presumed PACM in the building, the lessor must take the necessary steps to identify the existence, location(s) of the ACM and PACM, and provide a copy of the lessor's asbestos management plan for the building daily maintenance and operations.



FY22

HAT Building Net Lease Revenue Analysis

207 W. 6th Ave

Nome, AK 99762

Yearly Lease Amount	\$ 60,000.00
Yearly Expenses Paid by NSHC:	
Insurance	\$ 2,282.69
NJUS Utility Bills	\$ 12,259.61
Crowley Fuels Alaska	\$ 1,851.47
Bonanza Fuel, LLC	\$ 244.04
Snow Removal -Stampede Ventures	\$ 20,290.25
Grizzly Building Supply	\$ 442.39
Daily Maintenance Checks	\$ 7,371.18
DEPRECIATION (25 yr) ends 12/01/27.	\$ 30,020.29

Total Expenses \$ **74,761.92**

Net Lease Revenue \$ **(14,761.92)**

Item J.

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No 1545-0047

2020

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2020 calendar year, or tax year beginning 10/01/20 and ending 09/30/21

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization NORTON SOUND HEALTH CORPORATION		D Employer identification number 92-0041488
	Doing business as		E Telephone number 907-443-3311
	Number and street (or P.O. box if mail is not delivered to street address) P.O. BOX 966	Room/suite	G Gross receipts \$ 194,411,537
	City or town, state or province, country, and ZIP or foreign postal code NOME AK 99762		
F Name and address of principal officer: ANGELA GORN P.O. BOX 966 NOME AK 99762		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		J Website: HTTP://WWW.NORTONSOUNDHEALTH.ORG	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 1970	M State of legal domicile: AK

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	22
	4	Number of independent voting members of the governing body (Part VI, line 1b)	20
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	1015
	6	Total number of volunteers (estimate if necessary)	0
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0
Revenue	8	Contributions and grants (Part VIII, line 1h)	95,049,002
	9	Program service revenue (Part VIII, line 2g)	84,259,622
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	2,261,956
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,482,109
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	183,052,689
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	959,966
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	96,902,573
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0
	16b	Total fundraising expenses (Part IX, column (D), line 25)	0
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	53,318,734
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	151,181,273
	19	Revenue less expenses. Subtract line 18 from line 12	31,871,416
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	410,966,253
	21	Total liabilities (Part X, line 26)	37,200,827
	22	Net assets or fund balances. Subtract line 21 from line 20	373,765,426

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	TAX PAYER Signature of officer ANGELA GORN		Date	
	Type or print name and title PRESIDENT/CEO			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if PTIN self-employed
	ROBERT L. REHFELD	ROBERT L. REHFELD	08/05/22	P00104959
	Firm's name	Firm's EIN	Phone no.	
ELGEE REHFELD, LLC		92-0127098	907-789-3178	
Firm's address				
9309 GLACIER HWY STE B200 JUNEAU, AK 99801-9300				

May the IRS discuss this return with the preparer shown above? See instructions Yes No

For Paperwork Reduction Act Notice, see the separate instructions.

DAA

Form **990**

856

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a 1015		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X

FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer’s Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The “Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service” among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC’s technical issue, OIT’s support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	to Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS’s contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled “Memorialization of Historical Level of PSFAs provided by ANMC and AANHS.” The PSFAs listed in this addendum are taken from NSHC’s FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

3.2.1 Acute patient care swing-bed;

3.2.2 Twenty-four hour emergency services, including those associated with being a Level IV trauma center;

3.2.3 Ambulatory care services, including after-hour nursing phone triage service;

3.2.4 Medevac/air ambulance services;

3.2.5 Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621i;

3.2.6 Specialty clinic support;

3.2.7 Sexual Assault Response Team (SART), including forensic exams and counseling of victims;

3.2.8 Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quynna Care Center;

3.2.9 Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;

3.2.10 Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;

3.2.10.1 Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;

3.2.11 Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;

3.2.12 Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;

3.2.13 Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/Ps in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training end education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

- 3.8.1 preventing or controlling disease, injury, or disability;
- 3.8.2 reporting disease, injury, and vital events such as birth and death; and
- 3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC’s PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandatories associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to “Adjustments Due to Congressional Actions” as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC’s signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC’s FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC’s diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year’s U of O formula allocation to Alaska is designated as “routine” funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated “non-routine” funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC’s statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe’s full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer’s option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled “Adjustments, Due to Congressional Actions.” Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously “restricted” or “un-restricted” categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksruaq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaquataat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomedea Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (*e.g.*, Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1. 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome	Patient/Employee Housing 607 Division Street	Section 3.2.14; Section 3.5
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomede	Diomede Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective October 1, 2022

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.2.13; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Ikayuqti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	Section 3.5
Nome 300 Division Street	Warehouse/Storage West Campus	Section 3.5

Amended and Restated effective October 1, 2022

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Nome 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19

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NATIVE VILLAGE OF

DIOMEDE

RESOLUTION NO. 94-01

RESOLUTION AUTHORIZING NORTON SOUND HEALTH CORPORATION TO ENTER INTO A SELF-GOVERNANCE COMPACT AND ANNUAL FUNDING AGREEMENT ON BEHALF OF THE NATIVE VILLAGE OF DIOMEDE

WHEREAS, The Native Village of DIOMEDE is the federally recognized tribal governing body for the community of DIOMEDE located in the Bering Straits region of Alaska;

WHEREAS, The Native Village of DIOMEDE desires to support the objective of achieving maximum Alaska Native participation in the direction of health services furnished to Alaska Natives in the Bering Straits region so as to render such services more responsive to the needs and desires of Alaska Natives;

WHEREAS, Norton Sound Health Corporation ("NSHC") is the Alaska Native regional non-profit corporation authorized by tribal resolution to provide Indian Health Services and other health services on behalf of the federally recognized tribes within the Bering Straits region of Alaska;

WHEREAS, NSHC has been selected to participate in an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended by P.L. 100-472 and P.L. 102-184, which is intended to improve and perpetuate the unique government-to-government relationship between Indian tribes and the United States, to strengthen tribal control over federal funding and program management, and to improve the quality of services provided to Native peoples;

WHEREAS, NSHC has successfully applied for and was awarded a Self-Governance Demonstration Project planning grant which evaluated all health services presently provided by NSHC to determine need and effectiveness, including, the redesign of services and program delivery systems, as well as evaluating the contracting of administrative functions and services presently provided by the Indian Health Services to Alaska Natives located in the Bering Straits region;

WHEREAS, The Native Village of DIOMEDE fully supports the goals and objectives of the Self-Governance Demonstration Project, and believes that participation in the Self-Governance Demonstration Project is likely to result in substantial benefit to all tribal governments and individual members throughout the Bering Straits region;

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NOW, THEREFORE, BE IT RESOLVED that the Native Village of DIOMEDE hereby authorizes NSHC to initiate all actions necessary to negotiate and enter into a Self-Governance Compact incorporating any and all Indian Health Services activities and functions as may be negotiated and an Annual Funding Agreement with the United States, to be effective October 1, 1994, and continuing, including, if applicable, a Self Governance Compact and Annual Funding Agreement in cooperation with other Alaska Tribal Organizations;

LET IT BE FURTHER RESOLVED that the authority granted by this resolution shall remain in effect until withdrawn by the Native Village of DIOMEDE; and

LET IT BE FURTHER RESOLVED that nothing herein shall be interpreted to alter the validity of the current and existing resolution authorizing NSHC to enter into a P.L. 93-638 contract with Indian Health Services.

Melvin E. Kazoukiuk
President, MELVIN KAZOUKIUK

The Native Village of DIOMEDE.

CERTIFICATION

The foregoing resolution was adopted at a duly convened meeting of the Native Village of DIOMEDE, a quorum being present, by a vote of 5 in favor, 0 opposed, and 0 abstaining, this 31st day of JANUARY, 1994.

Melvin E. Kazoukiuk
President, MELVIN KAZOUKIUK

The Native Village of DIOMEDE.

ATTEST: Darlene Ahkvaakuk
Secretary, DARLENE AHKVAEKUK
The Native Village of DIOMEDE.

7/7/94

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RESOLUTION OF THE COUNCIL OF THE VILLAGE OF
ELIM

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, this policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS appointed by the tribal governments of communities served by ELIM; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of ELIM Alaska; and

WHEREAS, it is in the interest of the village of ELIM to ensure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

1. NORTON SOUND HEALTH CORPORATION for ELIM village ELIM, ALASKA representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.
2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE N.S.H.C. BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.

- 3. NORTON SOUND HEALTH CORPORATION shall keep the village of ELIM informed about its activities by corresponding or communicating with ELIM at ELIM, ALASKA and the corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.
- 4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.
- 5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.
- 6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council in accordance with the terms and conditions herein.
- 7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redelegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.

President S. R. A. Council *Elin at*
 (Title)

Leavelle Moore
 Certification

The foregoing resolution was adopted at a duly convened meeting of the Village Council of ELIM, ALASKA, a quorum being present this 16th day of OCTOBER 1978.

Nathan H. [Signature]
 Secretary

**NORTON SOUND HEALTH CORPORATION
BOARD BYLAWS**

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 27, 2017**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION****ARTICLE I. PURPOSES AND POWERS**

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation's service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.1 BOARD AUTHORITY.

1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors ("the Board"). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

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- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies.
2. **Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y) discloses every conviction of the director. In these bylaws, "conviction" shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director's Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on

the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

- 3. State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
- a. Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a “barrier crime” as defined in 7 AAC 10;
 - b. Each director shall immediately notify the Chairperson after being charged with a “barrier crime” as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c. Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d. Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.
- 4. Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board

shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.

- 5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, "a resident of such village" shall mean a resident of such village or other community in the Bering Straits Region where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

- 1. **Directors.** Qualified directors shall be selected as follows:

- a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomedede	1
Mary's Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

- b. The Nome City Council shall select one director;
- c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

2. **The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
3. **The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

1. **Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
2. **Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.
3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate

shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.

- 6. Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

- 1. Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.
3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.

9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

1. **Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or

immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

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2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
 3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
 4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and
 - (2) The directors discuss a matter on which the Board is empowered to act.
 - b. **The following meetings shall not be open to the public:**
 - (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
 - (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
 - (3) Meetings of hospital medical staff;
 - (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
 - (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.
 - b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
 - c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
 - d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.
2. **Committee Meetings, Special Board Meetings and Emergency Meetings.** Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in

writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.
- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
- g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the

time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.

3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.
2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;

- e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
4. **Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment

of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.

2. **Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
- a. **Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
- b. **Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
- (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;
 - (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
- c. **Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
- (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;

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- (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
- d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
- e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.
- f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
- g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
- a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of

Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:

- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
- (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
- (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
- (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;
- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;

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- (9) see that an integrated patient safety program is implemented at all clinical facilities;
- (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
- (11) perform such other duties as may be assigned to it by the Board of Directors.
- b. Board Compliance Committee.** The Board Compliance Committee shall consist of seven persons who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:
- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;
 - (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
 - (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
 - (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.
- c. Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the

committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs.

d. **Bylaws, Personnel and Policy Review Committee.** The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:

- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
- (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
- (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;
- (4) review all finance policies and amendments thereto proposed by the finance committee;
- (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
- (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
- (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
- (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.

e. **Finance and Audit Committee.** The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall

provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.

- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:

- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations to the Board regarding the implementation of such programs and policies;
- (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
- (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
- (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
- (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
- (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.

- g. **Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her

designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.

- h. Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
- 4. Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
- 5. Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
- 6. Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.

7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

- 1. Qualifications.** The Chairperson of the Board must have:
 - a.** The confidence of the Board to represent them on their behalf;
 - b.** The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c.** The ability to present himself or herself in a professional and respectful manner;

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- d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.
2. **Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.
3. **Chairperson's Resignation.**
- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
 - b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited

by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and
6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. **President/CEO.**

- a. **Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.
- b. **Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
- c. **Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
- d. **Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.

2. **Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the

President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-

voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

- 1. Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
- 2. Responsibilities of the Medical Staff.**
 - a.** The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.

-
- b. The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
- (1) appointments, reappointments, and other changes in staff status;
 - (2) granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency and patient care; and
 - (5) such specific matters as may be referred to it by the Board.
- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.

3. Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings. The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.

4. Medical Staff Membership and Privileges.

- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
- b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice

President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and

such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. et. seq. or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.

The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.


ARTICLE VIII. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held **September 27, 2017**, at which a quorum was present.


Board Chairperson


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation ("NSHC"):

I, _____, am a
 _____ director _____ alternate _____ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:
 - Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
 - Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
 - A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
 - A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
 - A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term "convicted" means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been "expunged" which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.

3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC's Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 27, 2017

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above:

<u>Criminal Charge</u>	<u>Date</u>	<u>State/Federal Court</u>

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

Approved September 27, 2017

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted

by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #:

Item K.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 0 0 1 . 2 1 1 . 0 3 A

Property legal description: Block 110, Lot 1-2, Mineral Survey, Other

Print Owner's Name: Norton Sound Health Corporation

Owner's Mailing Address: PO Box 966, Day Phone: () 443 3337

Nome, AK 99762, Evening Phone: () -

Address to which all correspondence should be mailed (if different than above):

Please also email all information to: dpardee@nshcorp.org

2)

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Row 1: \$77,000, \$1,827,100, \$1,904,100. Row 2: Owner's Estimate of Value.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

Total Taxable Value should be \$0.00

Basis for Exemption: AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); Federal Preemption; Sovereign Immunity

See Attached

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Signature of owner or authorized agent

Date signed 4/25/23

Print Name (if different from item # 1) Angie Gorn

SUBSCRIBED and SWORN to before me this 25 day of April, 2023

NOTARY PUBLIC in and for the STATE of ALASKA: Commission Expires 03-26-2024



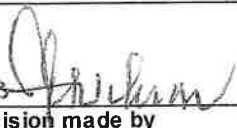
Appeal#:

4)

Assessor's Decision	From:	Land: 77,000 -	Building: 1,827,100 -	Total: 1,904,100 -
	To:	77,000 -	1,827,100 -	1,904,100 -

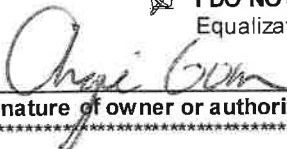
Assessor's Reason for Decision: RECOMMENDED DENIAL OF APPEAL - AS IT DOES DISPUTE VALUATION, RATHER DISPUTES WHETHER ENTITY IS EXEMPT FROM TAXATION.
BOARDS OF EQUALIZATION CONVEENE TO CONSIDER VALUATION ISSUES SOLELY.
IN ADDITION PROPERLY APPEALED ON SAME GROUNDS IN 2022. AND IS CURRENTLY ADDRESSED IN THE COURT SYSTEM - WITHOUT RESOLUTION AT PRESENT.
RECOMMEND DENIAL,

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

25 APRIL 2023  1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

 4/25/23 Angie Gorn
 Signature of owner or authorized agent Date Printed Name

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

Item K.

January 24, 2023

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

Re: 2023 Applications for Municipal Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2023 Municipal Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Jack, Block MS 1800 192.1.120
2. Thelma, Block MS 1800 192.1.125
3. Gold Hill, Block MS 1800 192.1.130
4. Block 91 Lot 3 & 4 001.221.05A
5. Block MS 1298 192.1.085
6. Block 33 Lot 19 001.131.01A
7. Block 116 Lot 1A 001.115.01
8. Block 110 Lot 3A 001.211.03B
9. Block 110 Lot 1-2 001.211.03A
10. Block 127 Lot 7A 001.201.05
11. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2023 Applications for Municipal Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281 - 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

RECEIVED

Item K.

JAN 30 2023

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION

CITY OF NOME
CLERKS DEPARTMENT

GENERAL INFORMATION:

- The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
A separate application must be filed for each legally described lot or parcel of real property.
The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 - 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. Applicant: Norton Sound Health Corporation, Phone: 443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES

2. Type of Exemption Requested:

REAL PROPERTY [X] PERSONAL PROPERTY [X]

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block 110 Lot 1-2 001.211.03A

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.):

N/A

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A See answer to # 5 above

2023 Application for Municipal Tax Exemption

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: BHS Building

Legal Description: Block 110 Lot 1-2 001.211.03A

4) Basis for exemption. AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity.

5) Property is owned by NSHC, an Indian tribal government entity. Property is used exclusively for hospital and charitable purposes and operation of the Indian Health Service's integrated health care system in the Bering Strait region, pursuant to the Indian Self Determination and Education Assistance Act.

This building is used as storage of essential equipment and supplies for operations of a hospital, which use is integral, necessary, and directly connected with operation of the hospital

Currently waiting on State of Alaska, Fire Marshal approval to begin renovations to convert this existing facility into additional patient housing.

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

N/A

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

None

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 24th day of January, Year 2023.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation
APPLICANT

Angie Gorn
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome AK
On this 24 day of January, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 9/20/26

THOMAS SIMONSSON
Notary Public
State of Alaska
My Commission Expires Sep 20, 2026

City Clerk Use Only:
Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item K.



NORTON SOUND HEALTH CORP
 PO BOX 966
 NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
607 DIVISION ST	001.211.03A	3/29/2023	4/28/2023

Property Information
Lot Size: 14000 SF; Lot: 1-2; BLK: 110; Subdivision: NOME TOWNSITE; District: Nome - 201

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$77,000	\$1,827,100	\$1,904,100
Exemptions			\$0
Taxable Value	\$77,000	\$1,827,100	\$1,904,100

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
 PO Box 281 Nome, AK 99762
 Phone #: (907) 443-6663 Fax#: (907) 443-5345

**Attachment to Administrative Review and Appeal Form
Block 110, Lots 1-2, 607 Division St. (“BHS”)**

I. Allegations of Error By Assessor

- A. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(8). AS 29.45.030(a)(8) exempts from tax “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The city of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. Constitution. U.S. Const., art. VI, cl. 2. Properties used to carry out federal programs and that are subject to comprehensive and pervasive federal oversight, like the NSHC properties at issue here, are exempt from state or local taxation. Federal preemption is a jurisdictional bar to the City of Nome’s property taxation scheme.
- B. The assessor erred by denying full property tax exemption to NSHC based on NSHC’s sovereign immunity. NSHC is an arm of its member tribes performing essential governmental services to its member tribes’ beneficiaries, pursuant self-determination contracts under the ISDEAA for health services, and as such enjoys tribal sovereign immunity. Sovereign immunity is a jurisdictional bar to the City of Nome’s assessment and collection of property tax on NSHC. There is no *in rem* exception to tribal sovereign immunity.
- C. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(3). AS 29.45.030(a)(3) exempts from property tax “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes.” All portions of properties owned by NSHC are exclusively used for nonprofit hospital AND charitable purposes.

II. Property Use Description

1. General Scope of Activities on Hospital-Owned Properties.

The Norton Sound Health Corporation (NSHC) is a tribally owned and operated, independent, not-for-profit healthcare organization founded in 1970 to meet the healthcare needs of the Inupiat, Siberian Yup’ik, and Yup’ik people of the Bering Strait region. NSHC is governed by a 22-member board of directors who represent all communities and areas of the Bering Strait region, a 44,000 square-mile section of Northwestern Alaska. The NSHC service area encompasses these 44,000 square miles. NSHC is the only regional health system serving Northwestern Alaska.

The NSHC healthcare system includes a tribally owned regional hospital which is operated pursuant to an Indian Self-Determination and Education Assistance Act (ISDEAA) agreement. NSHC operates health facilities and provides health care services to Alaska Natives and other beneficiaries pursuant to the Alaska Tribal Health Compact (ATHC), a multi-tribe self-governance compact with the Indian Health Service (IHS) under Title V of the ISDEAA, 25

U.S.C. § 5381, et seq., and funding agreements (FAs), which include program funding amounts that are negotiated for each fiscal year between the IHS and NSHC to fund the programs, functions, services, and activities (PFSAs) that NSHC performs on behalf of IHS. IHS funds the administration of the PFSAs, including the operation of the hospital facilities in Nome, that NSHC has contracted to perform on behalf of IHS.¹

NSHC is an “instrumentality” of the United States in providing healthcare services under Title V of the ISDEAA. Healthcare services are federal PFSAs provided under the ISDEAA pursuant to the federal trust responsibility to Indians for health care.²

The ISDEAA deems tribes and tribal organizations carrying out ISDEAA agreements to be federal executive agencies for purposes of coverage under the Federal Tort Claims Act (FTCA) and access to federal sources of supply.³ NSHC employees, like employees of other tribal entities operating agreements with IHS under the ISDEAA, are similarly equally covered by the FTCA and are “federal employees” for these purposes.⁴ The ISDEAA also authorizes tribal contractors and compactors to perform personal services otherwise performed by federal employees in determining eligibility for IHS services and benefits, the amounts of such services and benefits, and how such services and benefits should be provided.⁵ In addition, tribal facilities operated under the ISDEAA are interpreted by the Centers for Medicare and Medicaid Services as IHS facilities for purposes of the 100 percent Federal Medical Assistance Percentage under Section 1905 of the Social Security Act.⁶

The ATHC expressly provides that ATHC co-signers, such as NSHC, “are deemed by statute to be part of the Public Health Service (PHS), and the employees of the Tribes and Co-Signers are deemed by statute to be part of or employed by the Public Health Service, for purposes of coverage under the [FTCA],” while performing PFSAs under the ATHC’s compact and as described in its Funding Agreement.⁷ The current NSHC Funding Agreement expressly provides that “support services required to support the provision of health services,” including human resources activities, administration and board support, performance management, financial functions, and the provision of staff housing, are part of the scope of work,⁸ as is the training of community health aides;⁹ emergency medical services training for staff and

¹ 25 U.S.C. § 5325; 25 U.S.C. § 5396(a) (mandatory application of § 5325 to Title V agreements).

² 25 U.S.C. § 1602.

³ 25 U.S.C. §§ 450f(d) and 450j(k).

⁴ See 25 U.S.C. §§ 5321(d) and 5396(a); *M.J. ex rel. Beebe v. United States*, 721 F.3d 1079, 1084 (9th Cir. 2013).

⁵ 25 USC § 450j(g).

⁶ 42 U.S.C. § 1396(d).

⁷ See ATHC Article V Sec. 3(a).

⁸ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Human Health And Human Services Of The United States of America Fiscal Years 2018-2020 § 3.5.

⁹ *Id.* §§ 3.4.4, 3.4.5.

community members throughout the region;¹⁰ and the provision of lodging for patients, family members of patients, and their escorts.¹¹

2. Specific Use of BHS.

Construction is under way on this building to be used as temporary housing for maternal health patients and overflow housing for patients when there is no vacancy at the hostel. The building will be placed in service by no later than Fall 2023. The current Funding Agreement with IHS specifies that NSHC is to provide this type of housing and maternal support at this location.

III. NSHC Enjoys the Sovereign Immunity of its Member Tribes and is Immune from Suits to Collect Taxes

Tribal healthcare entities like NSHC performing self-determination contracts under the ISDEAA for health services enjoy sovereign immunity,¹² including those operating off-reservation.¹³ “Indian tribes have long been recognized as possessing the common-law immunity from suit traditionally enjoyed by sovereign powers.”¹⁴ “As a matter of federal law, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has waived its immunity.”¹⁵ “[T]ribal immunity is a matter of federal law and is not subject to diminution by the States.”¹⁶ Tribal immunity extends to tribal governing bodies and to tribal agencies or entities that act as an “arm of the tribe.”¹⁷ Lastly, “[i]t is settled that a waiver of [tribal] sovereign immunity cannot be implied but must be unequivocally expressed.”¹⁸

In *Barron v. Alaska Native Tribal Health Consortium*, the U.S. District Court for the District of Alaska held a tribal health consortium organization enjoyed sovereign immunity where the organization was formed by Alaska Native tribes; its creation was authorized pursuant to the ISDEAA; it received federal funding to conduct activities that benefitted tribal members; the structure of its board placed control over its ownership and management in representatives of the Alaska Native tribes; its purpose of entering into self-determination and self-governance agreements was “core to the notion of sovereignty”; and it received federal funding “to carry out governmental functions critical to Alaska Native tribes,” i.e., healthcare services.¹⁹ Like the entity in *Barron*, and as more fully discussed below, NSHC shares these same attributes.

¹⁰ *Id.* § 3.4.7.

¹¹ *Id.* at § 3.2.14.

¹² *Manzano v. S. Indian Health Council, Inc.*, No. 20-cv-02130-BAS-BGS, 2021 WL 2826072, at *1 (S.D. Cal. July 7, 2021) (non-profit healthcare corporation formed by membership of seven tribes entitled to sovereign immunity).

¹³ *See Pink v. Modoc Indian Health Proj., Inc.*, 157 F.3d 1185, 1189 (9th Cir. 1998) (nonprofit corporation created and controlled by two tribes entitled to sovereign immunity).

¹⁴ *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978).

¹⁵ *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998) (citations omitted).

¹⁶ *Id.* at 756 (citations omitted).

¹⁷ *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718, 725 (9th Cir. 2008).

¹⁸ *Santa Clara Pueblo*, 436 U.S. at 58 (citation omitted) (internal quotation omitted).

¹⁹ 373 F.Supp.3d 1232, 1239–40 (D. Alaska 2019).

Tribal immunity extends to suits to collect unpaid taxes. This is because, as the U.S. Supreme Court noted in *Oklahoma Tax Commission v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, “[a]lthough Congress has occasionally authorized limited classes of suits against Indian tribes, *it has never authorized suits to enforce tax assessments.*”²⁰

In the U.S. Circuit Court of Appeals for the Ninth Circuit, where NSHC is located, courts look to the following factors to determine whether a tribal entity functions as an “arm of the tribe” and is therefore entitled to share in the tribe’s sovereign immunity: “(1) the method of creation of the economic entities; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) the tribe’s intent with respect to the sharing of its sovereign immunity; and (5) the financial relationship between the tribe and the entities.”²¹ In *White v. University of California*, the Ninth Circuit upheld the district court’s application of this test to hold that a tribal repatriation committee formed by twelve tribes was entitled to sovereign immunity because it was created by resolution of each of the tribes; comprised solely of tribal members appointed by each tribe; funded exclusively by the tribes; and its purpose, “to recover remains and educate the public, [was] ‘core to the notion of sovereignty.’”²² And in *Pink v. Modoc Indian Health Project, Inc.*, the court held that a subsidiary tribal entity established and controlled by several tribes to provide health care services was protected by sovereign immunity.²³

1. NSHC’s method of creation supports immunity.

NSHC was incorporated on November 27, 1970 under the Alaska Non-Profit Corporation Act. Article VII of the NSHC Articles of Incorporation names three individuals representing the Alaska Native villages of Shaktoolik, Gambell, and Teller to the initial Board of Directors, and

²⁰ 498 U.S. 505, 510 (1991) (emphasis added).

²¹ *White v. Univ. of Cal.*, 765 F.3d at 1025 (2014) (citation omitted). Although not included in the Ninth Circuit’s “arm of the tribe” test, an additional factor is examined by the Tenth Circuit: “the policies underlying tribal sovereign immunity and its connection to tribal economic development, and whether those policies are served by granting immunity to the economic entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino and Resort*, 629 F.3d 1173, 1187 (2010).

Here, a grant of immunity to NSHC furthers the policies underlying tribal sovereign immunity. The doctrine of tribal sovereign immunity exists in order to avoid “interference with tribal autonomy and self-government,” *Santa Clara Pueblo*, 436 U.S. at 59, and “infringe[ment] on the right of the Indians to govern themselves.” *Williams v. Lee*, 358 U.S. 217, 223 (1959). Like the doctrine of tribal sovereign immunity, the fundamental policy underlying the ISDEAA is to enhance tribal autonomy and control in the provision of services to tribal communities. *See, e.g.*, 25 U.S.C. § 5302(a) (declaring that policy of ISDEAA is to assure “maximum Indian participation in the direction of educational as well as other Federal services to Indian communities so as to render such services more responsive to the needs and desires of those communities”). NSHC has taken on the entire federal responsibility for health care services for its member tribes. The essential federal-tribal nature of the ISDEAA program and the fact ISDEAA programs are funded by the federal resources that would have been spent on programs serving those tribes shows that NSHC is completely financially dependent on the tribes’ right to ISDEAA funding, and has stepped into the tribes’ shoes and operates as the “health arm” of its member tribes. Because NSHC has stepped into the shoes of its member tribes as the “health arm” of those tribes in order to enter a government-to-government relationship with the United States, NSHC’s immunity from suit protects the tribal autonomy of NSHC’s member governments.

²² *White*, 765 F.3d at 1025.

²³ 157 F.3d at 1188–89.

Article VIII shows the same three Village representatives as the initial incorporators. The formation and governance of NSHC was thereby tied directly to the member Villages. Article I and Article III of the Articles of Incorporation also provide that NSHC shall be “non-profit in nature,” weighing in favor of treating it as an arm of the tribes. It is clear that NSHC’s member tribes have delegated their governmental, rather than commercial, responsibility to provide health care to NSHC, which is not a for-profit venture but a vehicle for providing government health services.

2. NSHC’s purpose to provide governmental health care supports immunity.

NSHC’s Bylaws, adopted in 1977 and revised in 1978–79, expressly establish the Corporations purposes as follows:

1. To establish and maintain facilities, including but not limited to hospital and clinics, for the care of people suffering from injury, illness or disability requiring medical and hospital services and utilizing both inpatient and outpatient facilities and services, such care to be given regardless of the person’s race, color, creed, age, sex, nationality or ability to pay.
2. To participate, so far as the circumstances may warrant, in any activity to promote the general health of the principal area.
3. To carry on educational programs, including the training of healing arts personnel, relating to rendering care to the sick and the promotion of health and the maintenance of high health care standards.
4. To advance general community understanding of, confidence in and proper use of the total program of health services.
5. To carry out the foregoing purposes [through the receipt and disbursement of funds and assets].

Each of these purposes reflects the delegation from the member tribes of their respective governmental health care responsibilities to NSHC. Indeed, the purpose of NSHC is to “step into the shoes” of the federal government to carry out, through the ISDEAA, the United States’ responsibility to provide health care for Alaska Native and American Indian people.²⁴

3. The tribal governments’ close ownership, and management and control of NSHC support immunity.

NSHC is structured such that NSHC’s member tribes directly control the governance of NSHC. Article IV of the Bylaws established a Board of Directors of 22 elected directors. Each of the 16 member villages elects one representative to the Board of Directors, and the Nome Eskimo Community elects two directors. The Nome City Council may elect one director, and the Board of Directors, among themselves, elects three additional directors representing Nome. Article V provides that the NSHC officers, including the Chairman, are elected from among the Board of Directors.

²⁴ See 25 U.S.C. § 5302.

To this point, in 1980, the United States Department of the Interior unequivocally determined, based on the member tribal organizations’ direct control of NSHC, that NSHC is an arm of the member tribes.²⁵

In his Memorandum, Alaska Regional Solicitor Dennis J. Hopewell informed the BIA Area Director, Juneau Area Office that “[NSHC] is not only considered the ‘health arm’ of the Bering Straits Native Corporation . . . which is a recognized Indian tribe . . . but the Norton Sound Health Corporation is controlled, sanctioned and chartered by other tribal governing bodies.” Hopewell considered the NSHC Bylaws to be conclusive evidence of NSHC’s direct control by its member tribal entities, stating “[s]ince the Bylaws for the [NSHC] also spell out that ‘[t]he management of the property, funds, affairs and business of this Corporation shall be vested in a Board of Directors consisting of ...’ the members listed above, there can be no doubt that the corporation is controlled by tribal governing bodies.” Hopewell found that NSHC “in addition to being controlled by, is also sanctioned and chartered by such tribal governing bodies,” and “[t]his representation also shows that the operation and management of [NSHC] includes the maximum participation of Indians in all phases of its activities.”

4. The tribal governments intended that NSHC share in their tribal sovereign immunity.

In 1975, Congress signed the ISDEAA (Pub. L. No. 93-638) into law. In 1978 and 1979, NSHC’s member Alaska Native Villages each executed resolutions authorizing NSHC to enter contracts and grants with the United States on their behalf.²⁶ In 1994, the member Villages executed additional resolutions, which provide the current authority for NSHC to enter into the compact and funding agreements.²⁷

Each resolution acknowledged that Congress enacted the ISDEAA as a “far reaching Indian Self-Determination Policy” that “grants Alaska Native villages the *sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government* under Public Law 93-638 for the provision of Government services to Native peoples.”²⁸ The resolutions further note that NSHC “has village representation and traditionally provided information both to and from the village on health related matters” and that NSHC “is controlled and operated by a Board of Directors appointed by the tribal governments” of its member communities.²⁹

In recognition of the foregoing, the resolutions authorize NSHC “to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people” in the region.³⁰ The resolutions further authorize NSHC and its Board of

²⁵ Status of Norton Sound Health Corporation As A Tribal Organization Pursuant to P.L. 93-638.

²⁶ A representative resolution from the Native Village of Elim is attached [hereafter Elim Resolution].

²⁷ A representative resolution from the Native Village of Diomedé is attached.

²⁸ See, e.g., Elim Resolution at 1 (emphasis added).

²⁹ *Ibid.*

³⁰ *Ibid.*

Directors “to act on behalf of this village on health and related services” and “to accept funding for health and related service projects for this village from all funding agencies private and public.”³¹ The United States Supreme Court has noted that “[t]he common law sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and self-governance.”³² The resolutions’ provisions that NSHC would “act on behalf” of the villages as their health arm and delegation of governmental duties to NSHC reflects their intent that NSHC would share in the “corollary” privilege of immunity from suit in carrying out those functions.

5. NSHC is wholly financially dependent on the member tribes’ assignment of their right to contract with IHS to provide health services to their members.

Under the ATHC, all Alaska tribes participate in the delivery of health care services to their members and other beneficiaries in accordance with the principles of tribal self-governance. The Compact allowed NSHC, on behalf of its member tribes, to enter into a government-to-government relationship with the United States. Since 1994, NSHC has participated each year with other co-signers and the IHS in the negotiation of funding agreements and amendments to the ATHC.

The funding agreement (FA) NSHC negotiates annually with IHS on behalf of the member tribes includes a broad scope of work covering a wide variety of health care services, from hospital and clinic services to long-term care, from dental services to lodging for patients.³³ In fact, while NSHC is the *signatory* to the funding agreement, the *parties* to the FA are the HHS Secretary and NSHC’s member villages themselves. The 2018 Funding Agreement, titled “Funding Agreement Between Certain Alaska Native Tribes Served by the Norton Sound Health Corporation and the Secretary Of Health And Human Services Of The United States Of America,” states:

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.³⁴

Section 2.1 of the 2018 FA “obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC.” Section 5.2 provides these resources represent the entirety of the member Tribes’ entitlement to these funds: “NSHC

³¹ *Ibid.*

³² *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng'g*, 476 U.S. 877, 890 (1986) (emphasis added).

³³ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Health And Human Services Of The United States Of America Fiscal Years 2018-2020 §§ 3.2, 3.4.1, and 3.2.14.

³⁴ *Id.* at 1.

will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA.” Section 4 of the 2018 FA describes the total FY 2018 funding made available to NSHC from funds that would otherwise be allocated to NSHC’s member tribes. Without the Compact and Funding Agreements, through which NSHC performs governmental functions for their member villages, NSHC would be unable to function. Accordingly, the financial relationship between NSHC and the tribal entities supports NSHC’s immunity.³⁵

In substance and in form, NSHC serves as an arm of its member tribes. NSHC is dependent on the authorization and support of its member tribal governments to operate, and it fills a critically under-resourced governmental function—far different from a private, for-profit economic venture or other state-incorporated non-profits that may operate in the public sector but are not fulfilling government functions. NSHC shares in the sovereign immunity of its member tribes, and this immunity from suit extends to suits to collect unpaid taxes. This sovereign immunity operates unless specifically and unequivocally waived, and NSHC has not waived its immunity.

IV. The City’s Taxation is Preempted by Federal Law

Alaska Statute 29.45.030(a)(8) exempts from tax, “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The City of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. The Alaska Supreme Court itself has applied the doctrine to preempt borough property taxation on “*all space in a building that contains a tribally operated clinic.*”³⁶

Under the implied federal preemption doctrine, space that is used to carry out federal programs and that is subject to “comprehensive and pervasive federal oversight” is exempt from state or local taxation.³⁷ The U.S. Supreme Court has applied the implied federal preemption doctrine to the fields of tribal timber in *White Mountain Apache Tribe v. Bracker*,³⁸ and Indian education in *Ramah Navajo School Board, Inc. v. Bureau of Revenue, New Mexico*.³⁹ Like tribal timber and Indian education, Indian healthcare is subject to comprehensive and pervasive federal oversight, preempting the application of borough property taxes.

In *Ramah Navajo*, the U.S. Supreme Court found that the “[f]ederal regulation of the construction and financing of Indian education institutions is both comprehensive and pervasive.”⁴⁰ The Court cited the federal policy of Indian self-determination, and in particular its codification and application to education in the ISDEAA and its “detailed and comprehensive”

³⁵ See *White*, 765 F.3d at 1025 (fact that entity was funded solely by the tribe supported determination that entity was an “arm of the tribe” entitled to immunity).

³⁶ *Ketchikan Gateway Borough v. Ketchikan Indian Corp.*, 75 P.3d 1042, 1044 (2003) (emphasis added).

³⁷ *Id.* at 1048.

³⁸ 448 U.S. 136, 146–47 (1980).

³⁹ 458 U.S. 832 (1982)

⁴⁰ *Id.* at 839.

regulations.⁴¹ By contrast, the state provided little support for Indian education, asserting only its general interest in raising revenue through taxation.⁴² Thus, the federal and tribal interests outweighed those of the state under the preemption test.⁴³

In *Ketchikan Gateway Borough v. Ketchikan Indian Corporation*, in a case strikingly similar to the instant matter, the Alaska Supreme Court upheld application of the implied federal preemption doctrine to exempt from borough taxes “*all space in a building that contains a tribally operated clinic.*”⁴⁴ In that case, the tribally operated clinic was funded by the IHS and operated on land conveyed by the United States.⁴⁵ The only space held not to be exempt from taxation was “space not committed to use by the clinic,” because it was “uncertain how the uncommitted space would be used” and it “appear[ed] that at least for near-term purposes it [would] either be leased to others or used for other [i.e., non-clinic-related] programs of [the Indian corporation].”⁴⁶ The court stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied to vacant property, “the unused space, when used, was intended to be used for tax-exempt purposes.”⁴⁷

In *Ketchikan Gateway*, the Alaska Supreme Court noted that federal preemption in Indian tax cases is quite different from federal preemption in other areas of the law, which require a clear statement from Congress of its intent to displace state law.⁴⁸ Instead, the U.S. Supreme Court has developed a “flexible pre-emption analysis sensitive to the particular facts and legislation involved” and “requires a particularized examination of the relevant state, federal, and tribal interests.”⁴⁹ As the U.S. Supreme Court instructed in *Ramah Navajo*, there is no requirement for a statute to “express the intention to pre-empt” state taxation, with the Court confirming that “[t]his argument is clearly foreclosed by our precedents.”⁵⁰

This property is integral to the provision of healthcare under NSHC’s ISDEAA agreement. As programs and services that support the healthcare operations are included under the scope of work as defined in NSHC’s Funding Agreement, all areas used for human resources,

⁴¹ *Id.* at 839–40 .

⁴² *Id.* at 841–42.

⁴³ *Id.* at 843.

⁴⁴ 75 P.3d at 1044 (emphasis added).

⁴⁵ *Id.*

⁴⁶ *Id.* at 1049, 1048 n.27.

⁴⁷ *Id.* at 1048, n.27 (citations omitted). See also *United Way of the Midlands v. Douglas Cnty. Bd. of Equal.*, 337 N.W.2d 103, 107 (Neb. 1983) (“Often times a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”); *Our Savior Lutheran Church v. Dep’t of Revenue*, 562 N.E.2d 1198, 1201 (Ill. 1990) (“We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”). The latter case was cited positively by the *Ketchikan Gateway* court. 75 P.3d at 1048, n.27.

⁴⁸ *Id.* at 1046.

⁴⁹ *Id.* (quoting *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 176 (1989) and *Ramah Navajo*, 458 U.S. at 838).

⁵⁰ 458 U.S. at 843.

administration and board support, performance management, training, medical personnel housing, patient housing, and financial function are integral to NSHC’s healthcare operations under the ISDEAA.

Unlike the vacant property in *Ketchikan Gateway*, NSHC has no intention to lease the space in this property to others or to use for non-clinic related programs.⁵¹ NSHC’s intention is to use this property for hospital and charitable purposes, exclusively a “tax-exempt purpose[.]”⁵² The vacant condition of the NSHC property is only temporary. Further, NSHC’s FA and legal obligations for the operation of the property require it to operate the property for health care purposes. Accordingly, implied federal preemption applies to this property as well.

The Alaska Supreme Court, in *Ketchikan Gateway Borough*, acknowledged that federal law preempts state taxation where the activity is subject to comprehensive and pervasive federal oversight.⁵³ The federal and tribal interests in the instant case are clear and strong. Provision of Indian health care services is comprehensively and pervasively regulated; this is manifest both in the ISDEAA and in the Indian Health Care Improvement Act (IHCIA). Congress expressed its intention in the ISDEAA that those operating under self-determination contracts receive the same amount of funding as would the federal government if one of its departments was still providing the services in question. Congress’s clear intent would be undercut if NSHC has to use its federal funding to pay property taxes from which IHS would be exempt.⁵⁴ In *Ramah Navajo*, the U.S. Supreme Court found that a similar depletion of federal funds to reimburse the contractor for state gross receipts taxes would contravene federal policy and Congress’s intent and thus argued in favor of preemption.⁵⁵

Although tribes step into the shoes of the IHS when carrying out programs and providing services under the ISDEAA, the ultimate responsibility for those programs and services remains with IHS, which therefore retains a pervasive oversight role. Participation in the self-governance program requires a rigorous planning process and demonstration of financial stability and financial management capability for three (3) years.⁵⁶ ISDEAA contractors are subject to annual audits, with penalties for noncompliance with applicable cost principles.⁵⁷ And every ISDEAA agreement must, by law, include a provision allowing the Secretary to reassume operation of a program, and the associated funding, if the agency finds gross mismanagement or imminent danger to public health.⁵⁸ The regulations at 25 C.F.R. Part 900 and 42 C.F.R. Part 137 elaborate these and other limitations. As noted above, nothing in the ISDEAA abrogates or weakens the

⁵¹ 75 P.3d at 1049. 1048 n.27.

⁵² *Id.* at 1048, n.27.

⁵³ *Id.* at 1048.

⁵⁴ *Id.* at 1049–50 (Fabe, C.J., and Carpeneti, J., dissenting).

⁵⁵ 458 U.S. at 842.

⁵⁶ 25 U.S.C. § 5383(c)(1)(C).

⁵⁷ *Id.* § 5386(c).

⁵⁸ *Id.* § 5387(a)(2).

trust responsibility to tribes and individual Indians,⁵⁹ and IHS consequently retains comprehensive and pervasive oversight. In other words, NSHC is beyond the taxing authority of the state, and the borough is without the ability to apply, impose, assess, or levy borough property tax against NHSC.⁶⁰

Finally, in *Ketchikan Gateway Borough*, the Alaska Supreme Court also noted that while the rule of strict construction requires that “[t]axpayer exemptions are strictly construed against the taxpayer and in favor of the taxing authority . . . where the question is whether federal law requires the exemption of tribal interests from taxation, ambiguities in federal law should be resolved *in favor of the tribe*.”⁶¹ This further supports the application of the implied federal preemption doctrine to NSHC’s properties.

V. Alaska Law Exempts The Subject Property from Taxation

The Alaska Constitution provides that: “All, or any portion of, property used exclusively for non-profit religious, charitable, cemetery, or educational purposes, as defined by law, shall be exempt from taxation.”⁶² Pursuant to this provision, Alaska Statute (AS) 29.45.030(a)(3) provides that “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes” is exempt from general taxation.

Alaska courts interpret “exclusive use” to require that all uses of the property be for the “direct and primary” exempt purpose.⁶³ The use of this property is for the direct and primary exempt purposes of NSHC, as follows.

A. Charitable Purposes

In *Matanuska–Susitna Borough v. King’s Lake Camp*, “charitable” is defined under Alaska law to mean a “broad scope” of activities given to the term:

It is quite clear that what is done out of good will and a desire to add to the improvement of the moral, mental, and physical welfare of the public generally comes within this meaning of the word “charity.” To crowd out coarseness, cruelty, brutality from social

⁵⁹ *E.g.*, *id.* § 5332(2); *id.* § 5329(c), Model Agreement § (d)(1) (“The United States reaffirms the trust responsibility of the United States” to the contracting tribe); *id.* § 5395(b) (“Nothing in this chapter shall be construed to diminish in any way the trust responsibility of the United States to Indian tribes and individual Indians . . .”).

⁶⁰ *See* 75 P.3d at 1046 (“federal law impliedly preempted *application* of the [state] tax”) (citing *Ramah Navajo*, 458 U.S. at 838) (emphasis added), 1047 (quoting the U.S. Supreme Court’s statement that in *Bracker*, the Court addressed the question of “whether [the state] could *impose* its motor carrier license and use fuel taxes on a [non-tribal-member company]”) (citing *Cotton Petroleum*, 490 U.S. at 184) (emphasis added); *Bracker*, 448 U.S. at 148 (“[i]n a variety of ways, the *assessment* of state taxes would obstruct federal policies”) (emphasis added), 152 (where implied federal preemption is found, states are without “the privilege of *levying* [the] tax”) (citing *Warren Trading Post Co. v. Ariz. State Tax Comm’n*, 380 U.S. 685, 691 (1965) (emphasis added).

⁶¹ 75 P.3d at 1045 (citing *Cotton Petroleum Corp.*, 490 U.S. 163 at 177).

⁶² Alaska Const. art. IX, § 4.

⁶³ *Fairbanks North Star Borough v. Dená Nená Henash*, 88 P.3d 124 (Alaska 2004).

man undoubtedly results in this betterment.⁶⁴

The *Catholic Bishop* court characterized this statement as “the broad common law definition of ‘charity’ “ and observed that this definition reflects the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large.”⁶⁵

Following this definition, Alaska law recognizes that the ISDEAA has the purposes of improving the provision of federal services by making them more responsive to tribal needs, and improving the functioning of the tribes through increased self-government. *Fairbanks North Star Borough v. Henash*, 88 P.3d 124, 135 (2004). ISDEAA contracts permit tribes to “improve[] ... the moral, mental, and physical welfare” of individuals and the group. *Id.* The Alaska Supreme court therefore holds that activities in satisfying ISDEAA contracts with the government are motivated by purposes that are properly characterized as charitable. This satisfies the charitable-purposes criterion for exemption in Alaska. *Fairbanks*. 88 P.3d at 135.

Use of the subject property to house patients and integrate pre-delivery care serves no other purpose than for NSHC’s charitable purposes. The direct and primary use of the property is to accomplish the ISDEAA contracted activities which impose the following obligations on NSHC pursuant to the Alaska Tribal Health Compact Funding Agreement with IHS:

3.2.10 Services associated with **training medical students, residents, physician assistant students, nursing students, and allied health provider students** from accredited institutions, under supervision of appropriate staff;

3.2.11 Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;

3.2.14. **Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;**

3.4.8 Maternal and Child Health Program...

3.5 Support Services. Support services required to support the provision of health services, **including, but not limited,** to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human

⁶⁴ 439 P.2d 441, 445 (Alaska 1968) (quoting *Old Colony Trust Co. v. Welch*, 25 F.Supp. 45, 48 (D.Mass.1938))

⁶⁵ 707 P.2d at 888 n. 37

resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, and the provision of staff housing.

Appendix B to the above-referenced agreement states further:

This *non-exhaustive list* of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds. Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAS that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

Nome Patient/Employee Section 3.2.14; Section 3.5
 Housing
 607 Division Street

NSHC’s use of the subject property to fulfill these ISDEAA contracted obligations is charitable. *Fairbanks*, 88 P.3d. at 135.

B. Hospital Purposes

1. *Exclusive Use Standard.*

Use of the subject property meets Alaska’s constitutional test for “exclusive use.” The framers of Alaska’s constitution chose to pattern the property tax exemption after the standard state property tax exemptions of the day. *Cooley on Taxation* identifies the scope of exemption at that time in states with a property tax exemption based on exclusive use:

Even if the exemption is based upon the use made of the property, it is not limited to property actually indispensable unless the statute so expressly provides, but instead also includes property obviously appropriate and convenient to carry out the purposes of the corporation.

4 *Cooley, Taxation*, § 683, p. 1430. In fact, the framer’s colloquy during the Alaska Constitutional Convention makes clear an intent not to impose a “necessity” requirement on the character of the use and does not require that the property’s use be indispensable to the institution, stating:

For example, the case of an office building owned by an educational institution, part of which is being *occupied by the institution itself for its own purposes*, and part of which is rented out at a profit. It's the intention here that the part which is rented at a profit could be taxed.

ACCP 1111–12, 2332 (emphasis added).

Alaska's statutory and constitutional property tax exemption has been interpreted consistently with the above-cited standard. In *Catholic Bishop*, the court stated that the standard for interpreting "exclusive use" under Alaska law is whether the use is "direct and primary" to the exempt purposes:

We have interpreted "exclusive use" in accord with our rule of strict construction. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), we decided that "[e]ven when the uses of a piece of property are highly related to the primarily exempted activity, the exemption will not apply when the statute requires 'exclusive' use." 462 P.2d at 437. All uses of the property must be for the "direct and primary" exempt purpose. *Evangelical Covenant Church v. City of Nome*, 394 P.2d 882, 883 (Alaska 1964) (citing Annot., 154 A.L.R. 895, 898 (1945)). See *Matanuska-Susitna Borough v. King's Lake Camp*, 439 P.2d 441, 445 (Alaska 1968).⁶⁶

"Direct and primary" to exempt purposes means use which is reasonable and appropriate to accomplish the nonprofit's purposes. Courts in jurisdictions that, like Alaska, which interpret "exclusive use" to mean uses for the direct and primary exempt purpose have addressed what this means for hospital tax exemptions. In *Norwegian American Hospital, Inc. v. Department of Revenue*, 210 Ill. App. 3d 318, 569 N.E.2d 83 (1st Dist. 1991), the court evaluated what is meant by primary use. The court recognized that the use need not be absolutely indispensable for carrying out, as in this instance, patient care. If the party seeking the exemption can establish that the property is used primarily for purposes reasonably necessary for the accomplishment and fulfillment of the institution's objectives and administration, an exemption will be sustained.⁶⁷ The *Norwegian* court went on to say, "The hospital need not prove that the subject parcels involved activity that directly related to the healing of patients in order to receive tax exemptions for the properties."⁶⁸

Similarly, in interpreting the same statutory and constitutional requirement as Alaska has for "exclusive use" for "hospital purposes," the California Supreme Court held to be tax exempt:

⁶⁶ 707 P.2d. at 879.

⁶⁷ *Norwegian*, 210 Ill. App. 3d at 322–23.

⁶⁸ *Id* at 324; see also, *Nw. Mem'l Found. v. Johnson*, 141 Ill. App. 3d 309, 490 N.E.2d 161 (1st Dist. 1986) (parking lot for employees and patients exempt from tax as necessary to fulfill the purposes of the hospital although not always in use, and are not exclusory or exhaustive).

[A]ny property which is used exclusively for any facility which is incidental to and reasonably necessary for the accomplishment of hospital purposes; or, in other words, for any facility which is reasonably necessary for the fulfillment of a generally recognized function of a complete modern hospital.

Cedars of Lebanon v. Los Angeles County, 221 P.2d 31, 35 (Cal. 1950). The use of the subject property for housing patients and providing for integrated maternal care constitutes is reasonably necessary for the accomplishment of NSHC’s hospital purposes. Housing of patients is not only integrated into the care of the patient as described previously, it is a function NSHC is legally required to carry out on behalf of the federal government to function as a hospital system serving the Bering Strait region. Its use is not ancillary, incidental to, or merely related to the hospital purposes. NSHC’s hospital purposes could not be achieved without the activities and functions carried out at the subject property. Put another way, there is no other purpose for this property other than to operate the hospital.

2. Hospital Purposes.

Alaska courts have not defined “hospital purposes” but have held that the Alaska legislature and framers of the constitution intended for a broad definition of exempt purposes notwithstanding the canon of strict construction for tax exemptions. *Catholic Bishop*, 707 P.2d at 888 n. 37. (“charitable purposes” broadly defined); *McKee v. Evans*, 490 P.2d 1226, 1228-30 (“educational purposes” broadly defined). Also, hospital “purposes” is a different term than hospital “use”, which the assessor has conflated. *Fairbanks Northstar Borough vs. Dena Nena Henash*, 88 P.3d. 124, fn. 20 (2004) (charitable use is not the constitutional test for exemption). The assessor appears to argue, for instance, that housing *uses* at a property are tantamount to solely furthering housing *purposes*, which is non-exempt. This unlawfully recasts the constitutional test for exemption. *Id.* There can be many types of exclusive uses for hospital purposes. The question is whether a particular use is exclusively for hospital purposes. In this instance, the answer is “yes” as to the subject property. But for the activities occurring at the subject property, the hospital purposes, for which NSHC was formed and which the federal government and tribal governments have contracted them to do, could not be accomplished.

Further, the meaning of “hospital” itself is broader than what the assessor holds. A hospital is generally understood to include the structures operated as part of a hospital complex in addition to the limited area at which care is directly provided to patients. For instance, the Alaska Attorney General has ruled:

‘hospital’ includes a public health center and general, tuberculosis, mental, chronic disease, and other type of hospital, and **related facilities**, including laboratory, outpatient department, nurses’ homes, and **training facilities**, and **central services facilities operated in connection with a hospital**, but does not include a hospital furnishing primarily domiciliary care.⁶⁹

Although the A.G. ruling related to construction of hospitals, it recognizes the multitude of

⁶⁹ AK Office of Attorney General Opinion, 1981 WL 38838 (Alaska A.G.) (1981) (hereinafter “A.G. Opinion”).

functions and uses to which hospital properties are put. The City argued in 2022, and appears to argue here again for the 2023 tax year, that the A.G.’s definition has been rejected by Alaska courts when it comes to defining “hospital” for tax exemption purposes. *Citing, Sisters of Charity*. That decision is inapposite. This is not the case of NSHC owning property and renting it out to be used for non-hospital purposes, such as in *Sisters of Charity* where a hospital office building was rented to doctors for their own personal practices. The subject property is used by NSHC exclusively for NSHC’s own hospital purposes. The *Sisters* court did not hold that off-site buildings owned by and used exclusively by hospitals are not exempt.

Like the instant case, the city of Los Angeles in the *Cedars of Lebanon* case challenged whether the particular uses to which hospital property was put met the definition of exclusive use for hospital purposes. The court answered the question by first ascertaining the nature of a hospital. The court accepted the definition posited by the hospital:

‘A hospital is primarily a service organization. It serves three groups: the patients, its doctors, and the public. It furnishes a place where the patient, whether poor or rich, can be treated. . . . Essential to the administration of these techniques is the corps of highly-trained nurses and student nurses who are on duty twenty-four hours per day. In the large hospitals there are the interns and residents whose presence makes it possible for the hospital to do a better job. In addition, the hospital * * * must have administration to see that its services function properly and are coordinated. . .

Cedars of Lebanon, 221 P.2d at 735–36 (quoted, in part). The court found that this describes the “nature, functions, and purposes of a complete and modern hospital.” *Id.* at 736.

Use of the property for housing patients accomplishes NSHC’s hospital purposes. This case presents the situation where the use of the property is entirely integrated with the provision of care. For instance, the court in *Abbott-Northwestern Hospital, Inc. v County of Hennepin*, 389 N.W.2d 916 (Minn. 1986), recognized that the exemption was broad enough to include auxiliary property reasonably necessary to effectuate hospital purposes and held that a hospital-owned facility providing temporary lodging for patients, medical personnel, and others was exempt. As part of its complex, a public hospital, which had been organized to provide health care services, maintained low-cost temporary housing for preadmission patients, outpatients, patients’ families, and medical personnel attending seminars at the hospital. The building included such features as handicap accessibility, indoor access to all medical facilities, and late checkout to coordinate with hospital schedules. The court acknowledged the increasing role of family members in patient treatment and recovery and pointed out that the facility’s major advantage over hospital rooms and hotels was cost containment.

The court in *Cedars of Lebanon Hospital v County of Los Angeles* 35 Cal.2d 729, 221 P.2d 31 (Cal. 1950), held that hospital-owned buildings used to house hospital staff were exempt. Resident physicians, interns, nurses, student nurses, supervisory and maintenance personnel, and other employees lived in various buildings that several hospitals maintained for their staffs. Describing a building immediately adjacent to one of the hospitals, which housed nurses who paid nominal rent as typical of the quarters at issue, the court pointed out that housing employees

on or near hospital property was necessary to cope with emergency situations requiring extra personnel and to otherwise conduct an efficient operation.

On two occasions, Alaska courts have distinguished the *Cedars of Lebanon* ruling because of factual differences. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), the *Cedars* case was found to be inapplicable because the *Harmon* matter involved a specific statutory exemption for the residences of clergy, and not a question of use of property by a hospital.⁷⁰ In *Greater Anchorage Area Borough v. Sisters of Charity of the House of Providence*, 553 P.2d 467 (Alaska 1976), the issue concerned office buildings owned by the hospital and being used for the private practice of medical providers and which were not being used by the hospital. The court found *Cedars* to be inapplicable to situations where the property is being leased out for private use.⁷¹ Those distinctions do not apply in the instant case.

The use of this property to support maternal care and house patients, which NSHC is legally obligated to do, is distinguishable from uses that merely promote the charitable activity. Cf., *Evangelical Covenant Church of America v. City of Nome*, 394 P.2d 882 (Alaska 1964) (revenue from church’s operation of radio station supported the charitable purposes but was not itself the direct and primary purpose of the church). The use and operation of this property is an integral part of its operation, without which it could not provide medical care to the outlying villages. As the Alaska court suggested in *Sisters of Charity*, exemption is warranted when the property must be provided and utilized for purposes necessary to the functioning of the hospital. 553 P.2d at 471 n.12.

As to the housing function specifically, the assessor has argued in the past (and appears to hold the same for this tax year) that it is not necessary for NSHC to provide patient housing because there are alternative housing options in the area. This argument is a red herring. In evaluating what is needed for the functioning of a hospital, NSHC is not required to show that its use of the property, such as patient and staff housing, is not otherwise available as the City argues. For example, the *Cedars of Lebanon* court concluded that the hospital benefited by having hospital personnel and nursing trainees live in a residence near the hospital but did not require a showing that there was no alternative housing available near the hospital. 221 P.2d at 39; see also *St. Joseph’s Hosp. of Marshfield, Inc. v. City of Marshfield*, 688 N.W.2d 658, 662–64 (Wisc. 2004).

Moreover, an explicit legislative exemption to permit patient housing to be considered an exempt purpose of a hospital is not required. The assessor has argued in the past, analogizing to the legislature’s explicit addition of parsonages to the religious purposes exemption (AS 29.45.030(b)), that the legislature would have explicitly identified housing as part of hospital purposes if such were intended to be exempt. However, this argument ignores the commonly identified broad-based functions and purposes of a modern hospital as defined by numerous legal authorities cited previously. And, Alaska courts have determined they do not need a legislative or

⁷⁰ *Id.* at 438.

⁷¹ *Sisters of Charity*, 553 P.2d at 470.

constitutional exemption to define “charitable purposes”⁷² or “educational purposes” broadly,⁷³ even in light of the canon of strict construction. The same is true for “hospital purposes.” Thus, Alaska courts interpret the legislative intent exactly opposite to what the assessor suggests, and where the legislature has chosen not to circumscribe uses (as they did for housing for religious purposes), the court will interpret the particular exempt use broadly.

Based upon the multitude of legal authorities cited by NSHC for the definition of “hospital” and “hospital purposes”, the direct and primary purpose of the uses of the subject property are for hospital purposes.

D. Assessor’s Determination Applies the Wrong Legal Standard.

The assessor has not provided the legal basis for his determination for the 2023 tax year. Assuming it is the same legal basis he relied upon for the 2022 tax year to deny the tax exemption, his analysis misconstrues the applicable law. The assessor suggested that the standard for determining whether property is “exclusively used” for exempt purposes is set forth in *City of Nome v. Catholic Bishop of Northern Alaska*, 707 P.2d 870 (Alaska 1985) and in that regard requires a finding that the use of the property is “directly incidental to and vitally necessary” to the hospital’s exempt purposes.

As stated previously, the exclusive use test is whether the use is direct and primary to the exempt purposes. The “vitally necessary” test is an exception to the “exclusive use” test and was first referenced in *Harmon* for purposes of interpreting a different statutory exemption from the instant case, the religious parsonage exemption under AS 29.10.336 (now AS 29.45.030(b)). The church in *Harmon* sought to exempt buildings used for the residences of church administrators, teachers, and visiting church staff members. The buildings were also used for counseling and church social gatherings. The court stated that it must strictly construe whether property is used “exclusively for religious purposes” based on the legislative intent to narrowly define the type of residence which qualifies for exemption.⁷⁴

Similarly, in *Catholic Bishop*, the court addressed the same parsonage exemption under AS 29.53.020(b)(1) (now AS 29.45.030(b)(1)). The court stated that it recognizes a narrow exception to the exclusive-use standard when evaluating the parsonage allowance, as follows:

Residences that are not exempt under AS 29.53.020(b)(1) may still be exempt if their use was directly incidental to and vitally necessary for the exempt use **of other church property**.⁷⁵

With respect to the residence of a religious worker/volunteer, the court evaluated this as “other property” because it did not appear in the list of allowable properties in the applicable statute (i.e., residence of bishop, pastor, priest, rabbi, minister), and applied the narrow “vitally

⁷² *Catholic Bishop*, 707 P.2d at 888.

⁷³ *McKee v. Evans*, 490 P.2d 1226, 1230

⁷⁴ *Harmon*, 462 P.2d at 436.

⁷⁵ 707 P.2d at 884–85 (emphasis added).

necessary” alternative standard to exclusive use. The *Catholic Bishop* court explained that the “vitally necessary” standard applies only to use of other property and does not supplant the “direct and primary” exclusive-use standard for property used directly with the particular exempt activity.⁷⁶

The pillar of the assessor’s argument is the assertion that the actual uses (patient housing) at the subject property are not exempt, so the property must be considered “other” property and the test is to determine whether the use at this property is incidental to and vitally necessary to support exempt activities occurring elsewhere, i.e. the hospital main building. As stated, the subject property is not “other” property or simply “support” property; it is by definition the “hospital.” And the actual use as patient housing is its explicit hospital purposes. NSHC’s charitable aims cannot be accomplished or effectuated without the activity carried out at the property. Therefore, the *Catholic Bishop* “vitally necessary” standard does not apply because this is not a case of “other property” discrete from the hospital being used for ancillary purposes or purposes outside of the statutory definition of “hospital purposes”.

Even if the proper test in this instance were to establish the subject property use is “directly incidental to and vitally necessary” to the hospital purposes as the assessor suggests, that standard has been met as well. As described above, NSHC is conducting the activities at the subject property by and on behalf of the federal government (IHS) and various tribal governments explicitly as part of their operation as a hospital. The functions occurring at the subject property are legally required as part of its operation as a hospital pursuant to NSHC’s FA with these governments. As such, the use of the subject property is directly incidental to and vitally necessary to accomplish NSHC’s exempt purposes.

E. Temporary Vacancy Does not Render the Property Non-Exempt.

In the instant case, the vacant condition of this NSHC property is only temporary. Further, NSHC’s funding agreement and legal obligations for the operation of the property require it to operate the property for the health care purposes it is being remodeled to achieve. As the court in *United Way of the Midlands* held, “Oftentimes a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”⁷⁷ Similarly, in the *Our Savior Lutheran Church* case cited by the *Ketchikan Gateway* court, the court explained, “We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”⁷⁸

A special consideration is also given to property that exhibits a “continued exempt character.” *Paper Mill Playhouse v. Millburn Tp.*, 7 N.J.Tax 78, 86 (Tax 1984). The *Paper Mill Playhouse* court recognized that property which was previously exempt, but for one reason or

⁷⁶ *Id.* at 880.

⁷⁷ 337 N.W. 2d at 107.

⁷⁸ 562 N.E. 2d at 1201.

another, discontinues actual use for a discrete period does not lose its exempt character. *Id.* at 84. The subject property housed Behavioral Health Services and was ruled tax exempt by the assessor during that use. The behavioral health services were moved to another location within the NSHC campus and this property was then slated for reconstruction to accommodate its current use, which is being commenced in 2023.

FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer’s Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The “Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service” among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC’s technical issue, OIT’s support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	to Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS’s contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled “Memorialization of Historical Level of PSFAs provided by ANMC and AANHS.” The PSFAs listed in this addendum are taken from NSHC’s FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

- 3.2.1** Acute patient care swing-bed;
- 3.2.2** Twenty-four hour emergency services, including those associated with being a Level IV trauma center;
- 3.2.3** Ambulatory care services, including after-hour nursing phone triage service;
- 3.2.4** Medevac/air ambulance services;
- 3.2.5** Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621i;
- 3.2.6** Specialty clinic support;
- 3.2.7** Sexual Assault Response Team (SART), including forensic exams and counseling of victims;
- 3.2.8** Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;
- 3.2.9** Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;
- 3.2.10** Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;
 - 3.2.10.1** Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;
- 3.2.11** Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;
- 3.2.12** Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;
- 3.2.13** Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/Ps in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training and education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

- 3.8.1 preventing or controlling disease, injury, or disability;
- 3.8.2 reporting disease, injury, and vital events such as birth and death; and
- 3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC’s PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandates associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC's signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC's FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC's diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe’s full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer’s option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled “Adjustments, Due to Congressional Actions.” Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously “restricted” or “un-restricted” categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksruaq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluuqutaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomedea Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (e.g., Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1. 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____

**Angie Gorn
President/CEO**

10/18/22

Date: _____

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome	Patient/Employee Housing 607 Division Street	Section 3.2.14; Section 3.5
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomedes	Diomedes Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective October 1, 2022

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Ikayuqti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	
Nome	Warehouse/Storage West	Section 3.5
300 Division Street	Campus	Section 3.5

Amended and Restated effective October 1, 2022

**Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024**

Nome	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
705 East K Street	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19

JUN 27 '94 10:16AM

P.5/37

NATIVE VILLAGE OF

DIOMEDERESOLUTION NO. 94-01RESOLUTION AUTHORIZING NORTON SOUND HEALTH CORPORATION
TO ENTER INTO A SELF-GOVERNANCE COMPACT AND ANNUAL FUNDING
AGREEMENT ON BEHALF OF THE NATIVE VILLAGE OF DIOMEDE.

WHEREAS, The Native Village of DIOMEDE is the federally recognized tribal governing body for the community of DIOMEDE located in the Bering Straits region of Alaska;

WHEREAS, The Native Village of DIOMEDE desires to support the objective of achieving maximum Alaska Native participation in the direction of health services furnished to Alaska Natives in the Bering Straits region so as to render such services more responsive to the needs and desires of Alaska Natives;

WHEREAS, Norton Sound Health Corporation ("NSHC") is the Alaska Native regional non-profit corporation authorized by tribal resolution to provide Indian Health Services and other health services on behalf of the federally recognized tribes within the Bering Straits region of Alaska;

WHEREAS, NSHC has been selected to participate in an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended by P.L. 100-472 and P.L. 102-184, which is intended to improve and perpetuate the unique government-to-government relationship between Indian tribes and the United States, to strengthen tribal control over federal funding and program management, and to improve the quality of services provided to Native peoples;

WHEREAS, NSHC has successfully applied for and was awarded a Self-Governance Demonstration Project planning grant which evaluated all health services presently provided by NSHC to determine need and effectiveness, including, the redesign of services and program delivery systems, as well as evaluating the contracting of administrative functions and services presently provided by the Indian Health Services to Alaska Natives located in the Bering Straits region;

WHEREAS, The Native Village of DIOMEDE fully supports the goals and objectives of the Self-Governance Demonstration Project, and believes that participation in the Self-Governance Demonstration Project is likely to result in substantial benefit to all tribal governments and individual members throughout the Bering Straits region;

FEB 03 '94 11:32 666 3661

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P.6/37

NOW, THEREFORE, BE IT RESOLVED that the Native Village of DIOMEDE hereby authorizes NSHC to initiate all actions necessary to negotiate and enter into a Self-Governance Compact incorporating any and all Indian Health Services activities and functions as may be negotiated and an Annual Funding Agreement with the United States, to be effective October 1, 1994, and continuing, including, if applicable, a Self Governance Compact and Annual Funding Agreement in cooperation with other Alaska Tribal Organizations;

LET IT BE FURTHER RESOLVED that the authority granted by this resolution shall remain in effect until withdrawn by the Native Village of DIOMEDE; and

LET IT BE FURTHER RESOLVED that nothing herein shall be interpreted to alter the validity of the current and existing resolution authorizing NSHC to enter into a P.L. 93-638 contract with Indian Health Services.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTIUK

The Native Village of DIOMEDE.

CERTIFICATION

The foregoing resolution was adopted at a duly convened meeting of the Native Village of DIOMEDE, a quorum being present, by a vote of 5 in favor, 0 opposed, and 0 abstaining, this 31st day of JANUARY, 1994.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTIUK

The Native Village of DIOMEDE.

ATTEST: Darlene Ahkvaesuk
Secretary, DARLENE AHKVAESUK
The Native Village of DIOMEDE.

7/7/94

FEB 11 11:38 AM '94

RESOLUTION OF THE COUNCIL OF THE VILLAGE OF

ELIM

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, this policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS appointed by the tribal governments of communities served by ELIM; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of ELIM Alaska; and

WHEREAS, it is in the interest of the village of ELIM to ensure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

1. NORTON SOUND HEALTH CORPORATION for ELIM village ELIM, ALASKA representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.
2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE N.S.H.C. BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.

- 3. NORTON SOUND HEALTH CORPORATION shall keep the village of ELIM informed about its activities by corresponding or communicating with ELIM at ELIM, ALASKA and the corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.
- 4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.
- 5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.
- 6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council in accordance with the terms and conditions herein.
- 7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redelegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.

President I R A Council *Elin at*
 (Title)

Leneala Moore
 Certification

The foregoing resolution was adopted at a duly convened meeting of the Village Council of ELIM, a quorum being present this 16th day of OCTOBER 1978.

Matthew H. Jensen
 Secretary

**NORTON SOUND HEALTH CORPORATION
BOARD BYLAWS**

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 27, 2017**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION****ARTICLE I. PURPOSES AND POWERS**

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation's service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.1 BOARD AUTHORITY.

1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors ("the Board"). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies.
- 2. Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y) discloses every conviction of the director. In these bylaws, "conviction" shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director's Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on

the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

- 3. State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
- a. Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a “barrier crime” as defined in 7 AAC 10;
 - b. Each director shall immediately notify the Chairperson after being charged with a “barrier crime” as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c. Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d. Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.
- 4. Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board

shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.

5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, “a resident of such village” shall mean a resident of such village or other community in the Bering Straits Region where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

1. **Directors.** Qualified directors shall be selected as follows:
- a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomedede	1
Mary’s Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

- b. The Nome City Council shall select one director;
- c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

2. **The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
3. **The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

1. **Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
2. **Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.
3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate

shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.

- 6. Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

- 1. Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.
3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.

9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

1. **Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or

immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and
 - (2) The directors discuss a matter on which the Board is empowered to act.
 - b. **The following meetings shall not be open to the public:**
 - (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
 - (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
 - (3) Meetings of hospital medical staff;
 - (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
 - (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.
 - b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
 - c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
 - d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.
2. **Committee Meetings, Special Board Meetings and Emergency Meetings.** Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in

writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.
- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
- g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the

time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.

3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.
2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;

- e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
4. **Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment

of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.

2. **Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
- a. **Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
- b. **Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
- (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;
 - (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
- c. **Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
- (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;

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- (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
 - d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
 - e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.
 - f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
 - g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
 3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
 - a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of

Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:

- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
- (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
- (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
- (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;
- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;

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- (9) see that an integrated patient safety program is implemented at all clinical facilities;
 - (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
 - (11) perform such other duties as may be assigned to it by the Board of Directors.
- b. Board Compliance Committee.** The Board Compliance Committee shall consist of seven persons who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:
- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;
 - (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
 - (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
 - (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.
- c. Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the

committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs.

- d. **Bylaws, Personnel and Policy Review Committee.** The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:
- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
 - (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
 - (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;
 - (4) review all finance policies and amendments thereto proposed by the finance committee;
 - (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
 - (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
 - (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
 - (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.
- e. **Finance and Audit Committee.** The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall

provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.

- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:

- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations to the Board regarding the implementation of such programs and policies;
- (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
- (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
- (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
- (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
- (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.

- g. **Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her

designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.

- h. Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
- 4. Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
- 5. Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
- 6. Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.

7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

- 1. Qualifications.** The Chairperson of the Board must have:
 - a. The confidence of the Board to represent them on their behalf;
 - b. The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c. The ability to present himself or herself in a professional and respectful manner;

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- d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.
2. **Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.
3. **Chairperson's Resignation.**
- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
 - b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited

by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and
6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. **President/CEO.**

- a. **Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.
- b. **Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
- c. **Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
- d. **Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.

2. **Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the

President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-

voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

- 1. Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
- 2. Responsibilities of the Medical Staff.**
 - a.** The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.

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- b. The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
- (1) appointments, reappointments, and other changes in staff status;
 - (2) granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency and patient care; and
 - (5) such specific matters as may be referred to it by the Board.
- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.

3. Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings. The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.

4. Medical Staff Membership and Privileges.

- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
- b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice

President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and

such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. et. seq. or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.

The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.


ARTICLE VIII. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held **September 27, 2017**, at which a quorum was present.


Board Chairperson


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation ("NSHC"):

I, _____, am a
 ___ director ___ alternate ___ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:
 - Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
 - Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
 - A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
 - A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
 - A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term "convicted" means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been "expunged" which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.

3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC's Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 27, 2017

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above:

<u>Criminal Charge</u>	<u>Date</u>	<u>State/Federal Court</u>

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this _____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

Approved September 27, 2017

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted

by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #:
Item L.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 0 0 1 . 2 0 1 . 0 5

Property legal description: Block 127, Lot 7A, Mineral Survey, Other

Print Owner's Name: Norton Sound Health Corporation

Owner's Mailing Address: PO Box 966, Day Phone: () 443 3337

Nome, AK 99762, Evening Phone: () -

Address to which all correspondence should be mailed (if different than above):

Please also email all information to: dpardee@nshcorp.org

2)

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Row 1: \$288,400, \$1,204,600, \$1,493,000. Row 2: Owner's Estimate of Value.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

Total Taxable Value should be \$0.00

Basis for Exemption: AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); Federal Preemption; Sovereign Immunity

See Attached

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.



Signature of owner or authorized agent

Date signed 4/25/23

Print Name (if different from item # 1) Angie Gorn

SUBSCRIBED and SWORN to before me this 25 day of April, 2023

NOTARY PUBLIC in and for the STATE of ALASKA: [Signature]

Appeal#:

4)

Assessor's Decision	From:	Land: 288,400-	Building: 1,204,600-	Total: 1,493,000-
	To:	288,400-	1,204,600-	1,493,000-

Assessor's Reason for Decision: RECOMMENDED DENIAL OF APPEAL - AS IT DOES DISPUTE VALUATION, RATHER DISPUTES WHETHER ENTRY IS EXEMPT FROM TAXATION.
BOARDS OF EQUALIZATION CONVEENE TO CONSIDER VALUATION ISSUES SOLELY.
AN ADDITION PROPERTY APPEALED ON SAME GROUNDS IN 2022, AND IS CURRENTLY ADDRESSED IN THE COURT SYSTEM - WITHOUT RESOLUTION AT PRESENT.
RECOMMEND DENIAL,

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

25 APRIL 2023 [Signature] 1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

[Signature] 4/25/23 Angie Gorn
 Signature of owner or authorized agent Date Printed Name

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

Item L.

January 24, 2023

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

Re: 2023 Applications for Municipal Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2023 Municipal Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Jack, Block MS 1800 192.1.120
2. Thelma, Block MS 1800 192.1.125
3. Gold Hill, Block MS 1800 192.1.130
4. Block 91 Lot 3 & 4 001.221.05A
5. Block MS 1298 192.1.085
6. Block 33 Lot 19 001.131.01A
7. Block 116 Lot 1A 001.115.01
8. Block 110 Lot 3A 001.211.03B
9. Block 110 Lot 1-2 001.211.03A
10. Block 127 Lot 7A 001.201.05
11. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2023 Applications for Municipal Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281 - 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

RECEIVED

JAN 30 2023

Item L.

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION

CITY OF NOME
CLERKS DEPARTMENT

GENERAL INFORMATION:

- > The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
> A separate application must be filed for each legally described lot or parcel of real property.
> The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
> The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
> Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 - 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. Applicant: Norton Sound Health Corporation, Phone: 443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY [X] PERSONAL PROPERTY [X]

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application): Block 127 Lot 7A 001.201.05

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption: See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.):

NIA

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

NIA

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

NIA See answer to # 5 above

2023 Application for Municipal Tax Exemption

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: West Campus

Legal Description: Block 127 Lot 7A 001.201.05

4) Basis for exemption. AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity.

5) Property is owned by NSHC, an Indian tribal government entity. Property is used exclusively for hospital and charitable purposes and operation of the Indian Health Service's integrated health care system in the Bering Strait region, pursuant to the Indian Self Determination and Education Assistance Act. Property use includes storage of essential equipment, supplies, Human Resource files and accounting records for operations of a hospital, all of which are integral, necessary, and directly connected with operation of the hospital. There is no other utilization for this property.

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

N/A

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

None

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 24th day of January, Year 2023.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation
APPLICANT

Cherie Gorn
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome AK
On this 24 day of January, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 9/20/2025

THOMAS SIMONSSON
Notary Public
State of Alaska
My Commission Expires Sep 20, 2026

City Clerk Use Only:
Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item L.



NORTON SOUND HEALTH CORP
 PO BOX 966
 NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
W 6TH AVE	001.201.05	3/29/2023	4/28/2023

Property Information
Lot Size: 52436 SF; Lot: 7A; BLK: 127; Subdivision: NOME TOWNSITE; Plat#: 96-02; District: Nome - 201

Current Assessment			
	Land	Improvement	Total Assessment
Assessment	\$288,400	\$1,204,600	\$1,493,000
Exemptions			\$0
Taxable Value	\$288,400	\$1,204,600	\$1,493,000

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
 PO Box 281 Nome, AK 99762
 Phone #: (907) 443-6663 Fax#: (907) 443-5345

**Attachment to Administrative Review and Appeal Form
Block 127, Lot 7A, W. 6th Avenue (“West Campus”)**

I. Allegations of Error By Assessor

- A. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(8). AS 29.45.030(a)(8) exempts from tax “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law....” The city of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. Constitution. U.S. Const., art. VI, cl. 2. Properties used to carry out federal programs and that are subject to comprehensive and pervasive federal oversight, like the NSHC properties at issue here, are exempt from state or local taxation. Federal preemption is a jurisdictional bar to the City of Nome’s property taxation scheme.
- B. The assessor erred by denying full property tax exemption to NSHC based on NSHC’s sovereign immunity. NSHC is an arm of its member tribes performing essential governmental services to its member tribes’ beneficiaries, pursuant self-determination contracts under the ISDEAA for health services, and as such enjoys tribal sovereign immunity. Sovereign immunity is a jurisdictional bar to the City of Nome’s assessment and collection of property tax on NSHC. There is no *in rem* exception to tribal sovereign immunity.
- C. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(3). AS 29.45.030(a)(3) exempts from property tax “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes.” All portions of properties owned by NSHC are exclusively used for nonprofit hospital AND charitable purposes.

II. Property Use Description

1. General Scope of Activities on Hospital-Owned Properties.

The Norton Sound Health Corporation (NSHC) is a tribally owned and operated, independent, not-for-profit healthcare organization founded in 1970 to meet the healthcare needs of the Inupiat, Siberian Yup’ik, and Yup’ik people of the Bering Strait region. NSHC is governed by a 22-member board of directors who represent all communities and areas of the Bering Strait region, a 44,000 square-mile section of Northwestern Alaska. The NSHC service area encompasses these 44,000 square miles. NSHC is the only regional health system serving Northwestern Alaska.

The NSHC healthcare system includes a tribally owned regional hospital which is operated pursuant to an (ISDEAA) agreement. NSHC operates health facilities and provides health care services to Alaska Natives and other beneficiaries pursuant to the Alaska Tribal Health Compact (ATHC), a multi-tribe self-governance compact with the Indian Health Service (IHS) under Title V of the ISDEAA, 25 U.S.C. § 5381, et seq., and funding agreements (FAs),

which include program funding amounts that are negotiated for each fiscal year between the IHS and NSHC to fund the programs, functions, services, and activities (PFSAs) that NSHC performs on behalf of IHS. IHS funds the administration of the PFSAs, including the operation of the hospital facilities in Nome, that NSHC has contracted to perform on behalf of IHS.¹

NSHC is an “instrumentality” of the United States in providing healthcare services under Title V of the ISDEAA. Healthcare services are federal PFSAs provided under the ISDEAA pursuant to the federal trust responsibility to Indians for health care.²

The ISDEAA deems tribes and tribal organizations carrying out ISDEAA agreements to be federal executive agencies for purposes of coverage under the Federal Tort Claims Act (FTCA) and access to federal sources of supply.³ NSHC employees, like employees of other tribal entities operating agreements with IHS under the ISDEAA, are similarly equally covered by the FTCA and are “federal employees” for these purposes.⁴ The ISDEAA also authorizes tribal contractors and compactors to perform personal services otherwise performed by federal employees in determining eligibility for IHS services and benefits, the amounts of such services and benefits, and how such services and benefits should be provided.⁵ In addition, tribal facilities operated under the ISDEAA are interpreted by the Centers for Medicare and Medicaid Services as IHS facilities for purposes of the 100 percent Federal Medical Assistance Percentage under Section 1905 of the Social Security Act.⁶

The ATHC expressly provides that ATHC co-signers, such as NSHC, “are deemed by statute to be part of the Public Health Service (PHS), and the employees of the Tribes and Co-Signers are deemed by statute to be part of or employed by the Public Health Service, for purposes of coverage under the [FTCA],” while performing PFSAs under the ATHC’s compact and as described in its Funding Agreement.⁷ The current NSHC Funding Agreement expressly provides that “support services required to support the provision of health services,” including human resources activities, administration and board support, performance management, financial functions, and the provision of staff housing, are part of the scope of work,⁸ as is the training of community health aides;⁹ emergency medical services training for staff and

¹ 25 U.S.C. § 5325; 25 U.S.C. § 5396(a) (mandatory application of § 5325 to Title V agreements).

² 25 U.S.C. § 1602.

³ 25 U.S.C. §§ 450f(d) and 450j(k).

⁴ See 25 U.S.C. §§ 5321(d) and 5396(a); *M.J. ex rel. Beebe v. United States*, 721 F.3d 1079, 1084 (9th Cir. 2013).

⁵ 25 USC § 450j(g).

⁶ 42 U.S.C. § 1396(d).

⁷ See ATHC Article V Sec. 3(a).

⁸ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Human Health And Human Services Of The United States of America Fiscal Years 2018-2020 § 3.5.

⁹ *Id.* §§ 3.4.4, 3.4.5.

community members throughout the region;¹⁰ and the provision of lodging for patients, family members of patients, and their escorts.¹¹

2. Specific Use of West Campus

The buildings on this lot are utilized exclusively by NSHC. There are no unused portions of these buildings. The uses are as follows:

1. Storage of Essential Records and Equipment. Approximately one-half of one of the buildings is used to store, medical, HR, and finance records. There is no space within the actual hospital facility for storage—all space is devoted to the provision of care. Therefore, essential records are stored in this building. Physical personnel records are stored here until the employee dies. Federal law under the Employee Retirement Income Security Act of 1974 (ERISA) legally requires the hospital to maintain the physical personnel files for this period of time, which means the storage needs are ever-increasing. In addition, all of the accounting and finance records are stored here. These records must be maintained for a minimum of seven (7) years before they can be destroyed. Medical records which have not been digitized are stored here and must be safely and securely maintained under federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations. In addition, some old medical equipment is stored in this part of the building.
2. Vehicle and Facility Maintenance. The other one-half of the building is utilized for maintenance purposes. Part of the area is a garage where the snow plow, sanding equipment, and other trucks are parked and maintained. The garage is also where all hospital vehicle maintenance is done. Painting supplies for all the hospital facilities are kept here also.
3. Plant Operation Training. Training for plant operations is conducted at this building. This training is conducted periodically throughout the year.

III. NSHC Enjoys the Sovereign Immunity of its Member Tribes and is Immune from Suits to Collect Taxes

Tribal healthcare entities like NSHC performing self-determination contracts under the ISDEAA for health services enjoy sovereign immunity,¹² including those operating off-reservation.¹³ “Indian tribes have long been recognized as possessing the common-law immunity from suit traditionally enjoyed by sovereign powers.”¹⁴ “As a matter of federal law, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has

¹⁰ *Id.* § 3.4.7.

¹¹ *Id.* at § 3.2.14.

¹² *Manzano v. S. Indian Health Council, Inc.*, No. 20-cv-02130-BAS-BGS, 2021 WL 2826072, at *1 (S.D. Cal. July 7, 2021) (non-profit healthcare corporation formed by membership of seven tribes entitled to sovereign immunity).

¹³ *See Pink v. Modoc Indian Health Proj., Inc.*, 157 F.3d 1185, 1189 (9th Cir. 1998) (nonprofit corporation created and controlled by two tribes entitled to sovereign immunity).

¹⁴ *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978).

waived its immunity.”¹⁵ “[T]ribal immunity is a matter of federal law and is not subject to diminution by the States.”¹⁶ Tribal immunity extends to tribal governing bodies and to tribal agencies or entities that act as an “arm of the tribe.”¹⁷ Lastly, “[i]t is settled that a waiver of [tribal] sovereign immunity cannot be implied but must be unequivocally expressed.”¹⁸

In *Barron v. Alaska Native Tribal Health Consortium*, the U.S. District Court for the District of Alaska held a tribal health consortium organization enjoyed sovereign immunity where the organization was formed by Alaska Native tribes; its creation was authorized pursuant to the ISDEAA; it received federal funding to conduct activities that benefitted tribal members; the structure of its board placed control over its ownership and management in representatives of the Alaska Native tribes; its purpose of entering into self-determination and self-governance agreements was “core to the notion of sovereignty”; and it received federal funding “to carry out governmental functions critical to Alaska Native tribes,” i.e., healthcare services.¹⁹ Like the entity in *Barron*, and as more fully discussed below, NSHC shares these same attributes.

Tribal immunity extends to suits to collect unpaid taxes. This is because, as the U.S. Supreme Court noted in *Oklahoma Tax Commission v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, “[a]lthough Congress has occasionally authorized limited classes of suits against Indian tribes, it has never authorized suits to enforce tax assessments.”²⁰

In the U.S. Circuit Court of Appeals for the Ninth Circuit, where NSHC is located, courts look to the following factors to determine whether a tribal entity functions as an “arm of the tribe” and is therefore entitled to share in the tribe’s sovereign immunity: “(1) the method of creation of the economic entities; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) the tribe’s intent with respect to the sharing of its sovereign immunity; and (5) the financial relationship between the tribe and the entities.”²¹ In *White v. University of California*, the Ninth Circuit upheld the

¹⁵ *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998) (citations omitted).

¹⁶ *Id.* at 756 (citations omitted).

¹⁷ *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718, 725 (9th Cir. 2008).

¹⁸ *Santa Clara Pueblo*, 436 U.S. at 58 (citation omitted) (internal quotation omitted).

¹⁹ 373 F.Supp.3d 1232, 1239–40 (D. Alaska 2019).

²⁰ 498 U.S. 505, 510 (1991) (emphasis added).

²¹ *White v. Univ. of Cal.*, 765 F.3d at 1025 (2014) (citation omitted). Although not included in the Ninth Circuit’s “arm of the tribe” test, an additional factor is examined by the Tenth Circuit: “the policies underlying tribal sovereign immunity and its connection to tribal economic development, and whether those policies are served by granting immunity to the economic entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino and Resort*, 629 F.3d 1173, 1187 (2010).

Here, a grant of immunity to NSHC furthers the policies underlying tribal sovereign immunity. The doctrine of tribal sovereign immunity exists in order to avoid “interference with tribal autonomy and self-government,” *Santa Clara Pueblo*, 436 U.S. at 59, and “infringe[ment] on the right of the Indians to govern themselves.” *Williams v. Lee*, 358 U.S. 217, 223 (1959). Like the doctrine of tribal sovereign immunity, the fundamental policy underlying the ISDEAA is to enhance tribal autonomy and control in the provision of services to tribal communities. See, e.g., 25 U.S.C. § 5302(a) (declaring that policy of ISDEAA is to assure “maximum Indian participation in the direction of educational as well as other Federal services to Indian communities so as to render such services more responsive to the needs and desires of those communities”). NSHC has taken on the entire federal responsibility for health care services for its member tribes. The essential federal-tribal nature of the ISDEAA program and the fact ISDEAA

district court's application of this test to hold that a tribal repatriation committee formed by twelve tribes was entitled to sovereign immunity because it was created by resolution of each of the tribes; comprised solely of tribal members appointed by each tribe; funded exclusively by the tribes; and its purpose, "to recover remains and educate the public, [was] 'core to the notion of sovereignty.'"²² And in *Pink v. Modoc Indian Health Project, Inc.*, the court held that a subsidiary tribal entity established and controlled by several tribes to provide health care services was protected by sovereign immunity.²³

1. NSHC's method of creation supports immunity.

NSHC was incorporated on November 27, 1970 under the Alaska Non-Profit Corporation Act. Article VII of the NSHC Articles of Incorporation names three individuals representing the Alaska Native villages of Shaktoolik, Gambell, and Teller to the initial Board of Directors, and Article VIII shows the same three Village representatives as the initial incorporators. The formation and governance of NSHC was thereby tied directly to the member Villages. Article I and Article III of the Articles of Incorporation also provide that NSHC shall be "non-profit in nature," weighing in favor of treating it as an arm of the tribes. It is clear that NSHC's member tribes have delegated their governmental, rather than commercial, responsibility to provide health care to NSHC, which is not a for-profit venture but a vehicle for providing government health services.

2. NSHC's purpose to provide governmental health care supports immunity.

NSHC's Bylaws, adopted in 1977 and revised in 1978–79, expressly establish the Corporations purposes as follows:

1. To establish and maintain facilities, including but not limited to hospital and clinics, for the care of people suffering from injury, illness or disability requiring medical and hospital services and utilizing both inpatient and outpatient facilities and services, such care to be given regardless of the person's race, color, creed, age, sex, nationality or ability to pay.
2. To participate, so far as the circumstances may warrant, in any activity to promote the general health of the principal area.
3. To carry on educational programs, including the training of healing arts personnel, relating to rendering care to the sick and the promotion of health and the maintenance of high health care standards.
4. To advance general community understanding of, confidence in and proper use of the total program of health services.

programs are funded by the federal resources that would have been spent on programs serving those tribes shows that NSHC is completely financially dependent on the tribes' right to ISDEAA funding, and has stepped into the tribes' shoes and operates as the "health arm" of its member tribes. Because NSHC has stepped into the shoes of its member tribes as the "health arm" of those tribes in order to enter a government-to-government relationship with the United States, NSHC's immunity from suit protects the tribal autonomy of NSHC's member governments.

²² *White*, 765 F.3d at 1025.

²³ 157 F.3d at 1188–89.

5. To carry out the foregoing purposes [through the receipt and disbursement of funds and assets].

Each of these purposes reflects the delegation from the member tribes of their respective governmental health care responsibilities to NSHC. Indeed, the purpose of NSHC is to “step into the shoes” of the federal government to carry out, through the ISDEAA, the United States’ responsibility to provide health care for Alaska Native and American Indian people.²⁴

3. The tribal governments’ close ownership, and management and control of NSHC support immunity.

NSHC is structured such that NSHC’s member tribes directly control the governance of NSHC. Article IV of the Bylaws established a Board of Directors of 22 elected directors. Each of the 16 member villages elects one representative to the Board of Directors, and the Nome Eskimo Community elects two directors. The Nome City Council may elect one director, and the Board of Directors, among themselves, elects three additional directors representing Nome. Article V provides that the NSHC officers, including the Chairman, are elected from among the Board of Directors.

To this point, in 1980, the United States Department of the Interior unequivocally determined, based on the member tribal organizations’ direct control of NSHC, that NSHC is an arm of the member tribes.²⁵

In his Memorandum, Alaska Regional Solicitor Dennis J. Hopewell informed the BIA Area Director, Juneau Area Office that “[NSHC] is not only considered the ‘health arm’ of the Bering Straits Native Corporation . . . which is a recognized Indian tribe . . . but the Norton Sound Health Corporation is controlled, sanctioned and chartered by other tribal governing bodies.” Hopewell considered the NSHC Bylaws to be conclusive evidence of NSHC’s direct control by its member tribal entities, stating “[s]ince the Bylaws for the [NSHC] also spell out that ‘[t]he management of the property, funds, affairs and business of this Corporation shall be vested in a Board of Directors consisting of ...’ the members listed above, there can be no doubt that the corporation is controlled by tribal governing bodies.” Hopewell found that NSHC “in addition to being controlled by, is also sanctioned and chartered by such tribal governing bodies,” and “[t]his representation also shows that the operation and management of [NSHC] includes the maximum participation of Indians in all phases of its activities.”

4. The tribal governments intended that NSHC share in their tribal sovereign immunity.

In 1975, Congress signed the ISDEAA (Pub. L. No. 93-638) into law. In 1978 and 1979, NSHC’s member Alaska Native Villages each executed resolutions authorizing NSHC to enter contracts and grants with the United States on their behalf.²⁶ In 1994, the member Villages

²⁴ See 25 U.S.C. § 5302.

²⁵ Status of Norton Sound Health Corporation As A Tribal Organization Pursuant to P.L. 93-638.

²⁶ A representative resolution from the Native Village of Elim is attached [hereafter Elim Resolution].

executed additional resolutions, which provide the current authority for NSHC to enter into the compact and funding agreements.²⁷

Each resolution acknowledged that Congress enacted the ISDEAA as a “far reaching Indian Self-Determination Policy” that “grants Alaska Native villages the *sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government* under Public Law 93-638 for the provision of Government services to Native peoples.”²⁸ The resolutions further note that NSHC “has village representation and traditionally provided information both to and from the village on health related matters” and that NSHC “is controlled and operated by a Board of Directors appointed by the tribal governments” of its member communities.²⁹

In recognition of the foregoing, the resolutions authorize NSHC “to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people” in the region.³⁰ The resolutions further authorize NSHC and its Board of Directors “to act on behalf of this village on health and related services” and “to accept funding for health and related service projects for this village from all funding agencies private and public.”³¹ The United States Supreme Court has noted that “[t]he common law sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and self-governance.”³² The resolutions’ provisions that NSHC would “act on behalf” of the villages as their health arm and delegation of governmental duties to NSHC reflects their intent that NSHC would share in the “corollary” privilege of immunity from suit in carrying out those functions.

5. NSHC is wholly financially dependent on the member tribes’ assignment of their right to contract with IHS to provide health services to their members.

Under the ATHC, all Alaska tribes participate in the delivery of health care services to their members and other beneficiaries in accordance with the principles of tribal self-governance. The Compact allowed NSHC, on behalf of its member tribes, to enter into a government-to-government relationship with the United States. Since 1994, NSHC has participated each year with other co-signers and the IHS in the negotiation of funding agreements and amendments to the ATHC.

The funding agreement (FA) NSHC negotiates annually with IHS on behalf of the member tribes includes a broad scope of work covering a wide variety of health care services,

²⁷ A representative resolution from the Native Village of Diomedea is attached.

²⁸ See, e.g., Elim Resolution at 1 (emphasis added).

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Ibid.*

³² *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng'g*, 476 U.S. 877, 890 (1986) (emphasis added).

from hospital and clinic services to long-term care, from dental services to lodging for patients.³³ In fact, while NSHC is the *signatory* to the funding agreement, the *parties* to the FA are the HHS Secretary and NSHC’s member villages themselves. The 2018 Funding Agreement, titled “Funding Agreement Between Certain Alaska Native Tribes Served by the Norton Sound Health Corporation and the Secretary Of Health And Human Services Of The United States Of America,” states:

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.³⁴

Section 2.1 of the 2018 FA “obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC.” Section 5.2 provides these resources represent the entirety of the member Tribes’ entitlement to these funds: “NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA.” Section 4 of the 2018 FA describes the total FY 2018 funding made available to NSHC from funds that would otherwise be allocated to NSHC’s member tribes. Without the Compact and Funding Agreements, through which NSHC performs governmental functions for their member villages, NSHC would be unable to function. Accordingly, the financial relationship between NSHC and the tribal entities supports NSHC’s immunity.³⁵

In substance and in form, NSHC serves as an arm of its member tribes. NSHC is dependent on the authorization and support of its member tribal governments to operate, and it fills a critically under-resourced governmental function—far different from a private, for-profit economic venture or other state-incorporated non-profits that may operate in the public sector but are not fulfilling government functions. NSHC shares in the sovereign immunity of its member tribes, and this immunity from suit extends to suits to collect unpaid taxes. This sovereign immunity operates unless specifically and unequivocally waived, and NSHC has not waived its immunity.

IV. The City’s Taxation is Preempted by Federal Law

Alaska Statute 29.45.030(a)(8) exempts from tax, “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The City of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. The Alaska

³³ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Health And Human Services Of The United States Of America Fiscal Years 2018-2020 §§ 3.2, 3.4.1, and 3.2.14.

³⁴ *Id.* at 1.

³⁵ See *White*, 765 F.3d at 1025 (fact that entity was funded solely by the tribe supported determination that entity was an “arm of the tribe” entitled to immunity).

Supreme Court itself has applied the doctrine to preempt borough property taxation on “*all space in a building that contains a tribally operated clinic.*”³⁶

Under the implied federal preemption doctrine, space that is used to carry out federal programs and that is subject to “comprehensive and pervasive federal oversight” is exempt from state or local taxation.³⁷ The U.S. Supreme Court has applied the implied federal preemption doctrine to the fields of tribal timber in *White Mountain Apache Tribe v. Bracker*,³⁸ and Indian education in *Ramah Navajo School Board, Inc. v. Bureau of Revenue, New Mexico*.³⁹ Like tribal timber and Indian education, Indian healthcare is subject to comprehensive and pervasive federal oversight, preempting the application of borough property taxes.

In *Ramah Navajo*, the U.S. Supreme Court found that the “[f]ederal regulation of the construction and financing of Indian education institutions is both comprehensive and pervasive.”⁴⁰ The Court cited the federal policy of Indian self-determination, and in particular its codification and application to education in the ISDEAA and its “detailed and comprehensive” regulations.⁴¹ By contrast, the state provided little support for Indian education, asserting only its general interest in raising revenue through taxation.⁴² Thus, the federal and tribal interests outweighed those of the state under the preemption test.⁴³

In *Ketchikan Gateway Borough v. Ketchikan Indian Corporation*, in a case strikingly similar to the instant matter, the Alaska Supreme Court upheld application of the implied federal preemption doctrine to exempt from borough taxes “*all space in a building that contains a tribally operated clinic.*”⁴⁴ In that case, the tribally operated clinic was funded by the IHS and operated on land conveyed by the United States.⁴⁵ The only space held not to be exempt from taxation was “space not committed to use by the clinic,” because it was “uncertain how the uncommitted space would be used” and it “appear[ed] that at least for near-term purposes it [would] either be leased to others or used for other [i.e., non-clinic-related] programs of [the Indian corporation].”⁴⁶ The court stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied to vacant property, “the unused space, when used, was intended to be used for tax-exempt purposes.”⁴⁷

³⁶ *Ketchikan Gateway Borough v. Ketchikan Indian Corp.*, 75 P.3d 1042, 1044 (2003) (emphasis added).

³⁷ *Id.* at 1048.

³⁸ 448 U.S. 136, 146–47 (1980).

³⁹ 458 U.S. 832 (1982)

⁴⁰ *Id.* at 839.

⁴¹ *Id.* at 839–40 .

⁴² *Id.* at 841–42.

⁴³ *Id.* at 843.

⁴⁴ 75 P.3d at 1044 (emphasis added).

⁴⁵ *Id.*

⁴⁶ *Id.* at 1049, 1048 n.27.

⁴⁷ *Id.* at 1048, n.27 (citations omitted). See also *United Way of the Midlands v. Douglas Cnty. Bd. of Equal.*, 337 N.W.2d 103, 107 (Neb. 1983) (“Ofentimes a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”); *Our Savior Lutheran Church v. Dep’t of Revenue*, 562 N.E.2d 1198, 1201 (Ill. 1990)

In *Ketchikan Gateway*, the Alaska Supreme Court noted that federal preemption in Indian tax cases is quite different from federal preemption in other areas of the law, which require a clear statement from Congress of its intent to displace state law.⁴⁸ Instead, the U.S. Supreme Court has developed a “flexible pre-emption analysis sensitive to the particular facts and legislation involved” and “requires a particularized examination of the relevant state, federal, and tribal interests.”⁴⁹ As the U.S. Supreme Court instructed in *Ramah Navajo*, there is no requirement for a statute to “express the intention to pre-empt” state taxation, with the Court confirming that “[t]his argument is clearly foreclosed by our precedents.”⁵⁰

This property is integral to the provision of healthcare under NSHC’s ISDEAA agreement. As programs and services that support the healthcare operations are included under the scope of work as defined in NSHC’s Funding Agreement, all areas used for human resources, administration and board support, performance management, training, medical personnel housing, patient housing, and financial function are integral to NSHC’s healthcare operations under the ISDEAA.

The Alaska Supreme Court, in *Ketchikan Gateway Borough*, acknowledged that federal law preempts state taxation where the activity is subject to comprehensive and pervasive federal oversight.⁵¹ The federal and tribal interests in the instant case are clear and strong. Provision of Indian health care services is comprehensively and pervasively regulated; this is manifest both in the ISDEAA and in the Indian Health Care Improvement Act (IHCIA). Congress expressed its intention in the ISDEAA that those operating under self-determination contracts receive the same amount of funding as would the federal government if one of its departments was still providing the services in question. Congress’s clear intent would be undercut if NSHC has to use its federal funding to pay property taxes from which IHS would be exempt.⁵² In *Ramah Navajo*, the U.S. Supreme Court found that a similar depletion of federal funds to reimburse the contractor for state gross receipts taxes would contravene federal policy and Congress’s intent and thus argued in favor of preemption.⁵³

Although tribes step into the shoes of the IHS when carrying out programs and providing services under the ISDEAA, the ultimate responsibility for those programs and services remains with IHS, which therefore retains a pervasive oversight role. Participation in the self-governance program requires a rigorous planning process and demonstration of financial stability and

(“We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”). The latter case was cited positively by the *Ketchikan Gateway* court. 75 P.3d at 1048, n.27.

⁴⁸ *Id.* at 1046.

⁴⁹ *Id.* (quoting *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 176 (1989) and *Ramah Navajo*, 458 U.S. at 838).

⁵⁰ 458 U.S. at 843.

⁵¹ 75 P.3d at 1048.

⁵² *Id.* at 1049–50 (Fabe, C.J., and Carpeneti, J., dissenting).

⁵³ 458 U.S. at 842.

financial management capability for three (3) years.⁵⁴ ISDEAA contractors are subject to annual audits, with penalties for noncompliance with applicable cost principles.⁵⁵ And every ISDEAA agreement must, by law, include a provision allowing the Secretary to reassume operation of a program, and the associated funding, if the agency finds gross mismanagement or imminent danger to public health.⁵⁶ The regulations at 25 C.F.R. Part 900 and 42 C.F.R. Part 137 elaborate these and other limitations. As noted above, nothing in the ISDEAA abrogates or weakens the trust responsibility to tribes and individual Indians,⁵⁷ and IHS consequently retains comprehensive and pervasive oversight. In other words, NSHC is beyond the taxing authority of the state, and the borough is without the ability to apply, impose, assess, or levy borough property tax against NHSC.⁵⁸

Finally, in *Ketchikan Gateway Borough*, the Alaska Supreme Court also noted that while the rule of strict construction requires that “[t]axpayer exemptions are strictly construed against the taxpayer and in favor of the taxing authority . . . where the question is whether federal law requires the exemption of tribal interests from taxation, ambiguities in federal law should be resolved *in favor of the tribe*.”⁵⁹ This further supports the application of the implied federal preemption doctrine to NSHC’s properties.

V. Alaska Law Exempts The Subject Property from Taxation

The Alaska Constitution provides that: “All, or any portion of, property used exclusively for non-profit religious, charitable, cemetery, or educational purposes, as defined by law, shall be exempt from taxation.”⁶⁰ Pursuant to this provision, Alaska Statute (AS) 29.45.030(a)(3) provides that “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes” is exempt from general taxation. Alaska courts interpret “exclusive use” to require that all uses of the property be for the “direct and primary” exempt purpose.⁶¹ The use of this property for essential record storage, hospital vehicles and maintenance, and operations training is for the direct and primary hospital and charitable purposes of NSHC, as follows.

⁵⁴ 25 U.S.C. § 5383(c)(1)(C).

⁵⁵ *Id.* § 5386(c).

⁵⁶ *Id.* § 5387(a)(2).

⁵⁷ *E.g.*, *id.* § 5332(2); *id.* § 5329(c), Model Agreement § (d)(1) (“The United States reaffirms the trust responsibility of the United States” to the contracting tribe); *id.* § 5395(b) (“Nothing in this chapter shall be construed to diminish in any way the trust responsibility of the United States to Indian tribes and individual Indians . . .”).

⁵⁸ *See* 75 P.3d at 1046 (“federal law impliedly preempted *application* of the [state] tax”) (citing *Ramah Navajo*, 458 U.S. at 838) (emphasis added), 1047 (quoting the U.S. Supreme Court’s statement that in *Bracker*, the Court addressed the question of “whether [the state] could *impose* its motor carrier license and use fuel taxes on a [non-tribal-member company]”) (citing *Cotton Petroleum*, 490 U.S. at 184) (emphasis added); *Bracker*, 448 U.S. at 148 (“[i]n a variety of ways, the *assessment* of state taxes would obstruct federal policies”) (emphasis added), 152 (where implied federal preemption is found, states are without “the privilege of *levying* [the] tax”) (citing *Warren Trading Post Co. v. Ariz. State Tax Comm’n*, 380 U.S. 685, 691 (1965) (emphasis added)).

⁵⁹ 75 P.3d at 1045 (citing *Cotton Petroleum Corp.*, 490 U.S. 163 at 177).

⁶⁰ Alaska Const. art. IX, § 4.

⁶¹ *Fairbanks North Star Borough v. Dená Nená Henash*, 88 P.3d 124 (Alaska 2004).

A. Charitable Purposes

In *Matanuska–Susitna Borough v. King’s Lake Camp*, “charitable” is defined under Alaska law to mean a “broad scope” of activities given to the term:

It is quite clear that what is done out of good will and a desire to add to the improvement of the moral, mental, and physical welfare of the public generally comes within this meaning of the word “charity.” To crowd out coarseness, cruelty, brutality from social man undoubtedly results in this betterment.⁶²

The *Catholic Bishop* court characterized this statement as “the broad common law definition of ‘charity’ “ and observed that this definition reflects the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large.”⁶³

Following this definition, Alaska law recognizes that the ISDEAA has the purposes of improving the provision of federal services by making them more responsive to tribal needs, and improving the functioning of the tribes through increased self-government. *Fairbanks North Star Borough v. Henash*, 88 P.3d 124, 135 (2004). ISDEAA contracts permit tribes to “improve[] ... the moral, mental, and physical welfare” of individuals and the group. *Id.* The Alaska Supreme court therefore holds that activities in satisfying ISDEAA contracts with the government are motivated by purposes that are properly characterized as charitable, and as such, satisfies the charitable-purposes criterion for exemption in Alaska. *Fairbanks*. 88 P.3d at 135.

Use of the subject property for maintenance of equipment and facilities used by the hospital, storage of patient and administrative records maintained by the hospital, and training of hospital operations personnel have no other purpose other than for NSHC’s charitable purposes. The direct and primary use of the property is to accomplish the ISDEAA contracted activities which impose the following obligations on NSHC pursuant to the Alaska Tribal Health Compact Funding Agreement with IHS:

3.2.10 Services associated with **training medical students, residents, physician assistant students, nursing students, and allied health provider students** from accredited institutions, under supervision of appropriate staff;

3.2.10.1 Physician **coverage for services** provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed **with the physician assistants and/or Community Health Aides/Practitioners in the villages**, and for teleradiology services;

3.2.16 **Provides training and continuing education for NSHC employees and NSHC beneficiaries,...**

⁶² 439 P.2d 441, 445 (Alaska 1968) (quoting *Old Colony Trust Co. v. Welch*, 25 F.Supp. 45, 48 (D.Mass.1938))

⁶³ 707 P.2d at 888 n. 37

3.5 **Support Services.** Support services required to support the provision of health services, **including, but not limited, to plant operations**, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, **administration and board support**, corporate planner, grant management, compliance officer and performance improvement, **material management** (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and **financial, including business office functions, coding and medical records**, planning and implementation of an electronic health records system, patient benefits coordinator, and **the provision of staff housing**.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, **maintenance and operation of all facilities used by NSHC**, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

Appendix B to the above-referenced agreement states further:

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds. Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

Nome	Warehouse/Storage West	Section 3.5
300 Division Street	Campus	

NSHC's use of the subject property to fulfill these ISDEAA contracted obligations is charitable. *Fairbanks*, 88 P.3d. at 135.

B. Hospital Purposes

1. *Exclusive Use Standard.*

Use of the subject property meets Alaska's constitutional test for "exclusive use." The framers of Alaska's constitution chose to pattern the property tax exemption after the standard state property tax exemptions of the day. *Cooley on Taxation* identifies the scope of exemption at that time in states with a property tax exemption based on exclusive use:

Even if the exemption is based upon the use made of the property, it is not limited to property actually indispensable unless the statute so expressly provides, but instead also

includes property obviously appropriate and convenient to carry out the purposes of the corporation.

4 Cooley, Taxation, § 683, p. 1430. In fact, the framer’s colloquy during the Alaska Constitutional Convention makes clear an intent not to impose a “necessity” requirement on the character of the use and does not require that the property’s use be indispensable to the institution, stating:

For example, the case of an office building owned by an educational institution, part of which is being *occupied by the institution itself for its own purposes*, and part of which is rented out at a profit. It’s the intention here that the part which is rented at a profit could be taxed.

ACCP 1111–12, 2332 (emphasis added).

Alaska’s statutory and constitutional property tax exemption has been interpreted consistently with the above-cited standard. In *Catholic Bishop*, the court stated that the standard for interpreting “exclusive use” under Alaska law is whether the use is “direct and primary” to the exempt purposes:

We have interpreted “exclusive use” in accord with our rule of strict construction. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), we decided that “[e]ven when the uses of a piece of property are highly related to the primarily exempted activity, the exemption will not apply when the statute requires ‘exclusive’ use.” 462 P.2d at 437. All uses of the property must be for the “direct and primary” exempt purpose. *Evangelical Covenant Church v. City of Nome*, 394 P.2d 882, 883 (Alaska 1964) (citing Annot., 154 A.L.R. 895, 898 (1945)). See *Matanuska-Susitna Borough v. King’s Lake Camp*, 439 P.2d 441, 445 (Alaska 1968).⁶⁴

“Direct and primary” to exempt purposes means use which is reasonable and appropriate to accomplish the nonprofit’s purposes. Courts in jurisdictions, like Alaska, which interpret “exclusive use” to mean uses for the direct and primary exempt purpose have addressed what this means for hospital tax exemptions. In *Norwegian American Hospital, Inc. v. Department of Revenue*, 210 Ill. App. 3d 318, 569 N.E.2d 83 (1st Dist. 1991), the court evaluated what is meant by primary use. The court recognized that the use need not be absolutely indispensable for carrying out, as in this instance, patient care. If the party seeking the exemption can establish that the property is used primarily for purposes reasonably necessary for the accomplishment and fulfillment of the institution’s objectives and administration, an exemption will be sustained.⁶⁵ The *Norwegian* court went on to say, “The hospital need not prove that the subject parcels involved activity that directly related to the healing of patients in order to receive tax exemptions

⁶⁴ 707 P.2d. at 879.

⁶⁵ *Norwegian*, 210 Ill. App. 3d at 322–23.

for the properties.”⁶⁶

Similarly, in interpreting the same statutory and constitutional requirement as Alaska has for “exclusive use” for “hospital purposes,” the California Supreme Court held to be tax exempt:

[A]ny property which is used exclusively for any facility which is incidental to and reasonably necessary for the accomplishment of hospital purposes; or, in other words, for any facility which is reasonably necessary for the fulfillment of a generally recognized function of a complete modern hospital.

Cedars of Lebanon v. Los Angeles County, 221 P.2d 31, 35 (Cal. 1950).

Storage of essential medical, personnel and administrative records is necessary and integral to the operation of the hospital and the fulfillment of its legal obligations as a hospital. NSHC cannot provide health care unless it is operating in a legally compliant fashion, which requires it to maintain essential records. Since there is no physical space within the hospital to store essential records, it has no choice but to store them off site. The same is true for maintenance and storage of vehicles and equipment essential to the operations of the hospital. The direct and primary purpose of this building is dedicated to the operation of the hospital. Without the functions and activities conducted in this building, the hospital could not legally and safely operate. The building’s use is entirely integrated with the hospital. Its use is not ancillary or incidental. Further, training facilities operated in connection the hospital are part of the hospital.⁶⁷ The use of this building to conduct operations training is integral to its function as a hospital. All of these uses are an exercise of key, integral functions required by the federal government to operate as a hospital. *See*, FA, Section 3.

2. *Hospital Purposes.*

Alaska courts have not defined “hospital purposes” but have held that the Alaska legislature and framers of the constitution intended for a broad definition of exempt purposes notwithstanding the canon of strict construction for tax exemptions. *Catholic Bishop*, 707 P.2d at 888 n. 37. (“charitable purposes” broadly defined); *McKee v. Evans*, 490 P.2d 1226, 1228-30 (“educational purposes” broadly defined).

Also, hospital “purposes” is a different term than hospital “use”, which the assessor has conflated. *Fairbanks Northstar Borough vs. Dena Nena Henash*, 88 P.3d. 124, fn. 20 (2004) (charitable use is not the constitutional test for exemption). The assessor appears to argue, for instance, that maintenance *uses* at a property are tantamount to solely furthering maintenance *purposes*, which is non-exempt. This unlawfully recasts the constitutional test for exemption. *Id.* There can be many types of exclusive uses for hospital purposes. The question is whether a particular use is exclusively for hospital purposes. In this instance, the answer is “yes” as to the subject property. But for the activities occurring at the subject property, the hospital purposes

⁶⁶ *Id* at 324; *see also*, *Nw. Mem’l Found. v. Johnson*, 141 Ill. App. 3d 309, 490 N.E.2d 161 (1st Dist. 1986) (parking lot for employees and patients exempt from tax as necessary to fulfill the purposes of the hospital although not always in use).

⁶⁷ A.G. Opinion.

could not be accomplished. Put another way, there is no other purpose for this property other than to operate the hospital.

Further, the meaning of “hospital” itself is broader than what the assessor holds. A hospital is generally understood to include the structures operated as part of a hospital complex in addition to the limited area at which care is directly provided to patients. For instance, the Alaska Attorney General has ruled:

‘hospital’ includes a public health center and general, tuberculosis, mental, chronic disease, and other type of hospital, and **related facilities**, including laboratory, outpatient department, nurses’ homes, and **training facilities**, and **central services facilities operated in connection with a hospital**, but does not include a hospital furnishing primarily domiciliary care.⁶⁸

Although the A.G. ruling related to construction of hospitals, it recognizes the multitude of functions and uses to which hospital properties are put. The City argued in 2022, and appears to argue here again for the 2023 tax year, that the A.G.’s definition has been rejected by Alaska courts when it comes to defining “hospital” for tax exemption purposes. *Citing, Sisters of Charity*. That decision is inapposite. This is not the case of NSHC owning property and renting it out to be used for non-hospital purposes, such as in *Sisters of Charity* where a hospital office building was rented to doctors for their own personal practices. The subject property is used by NSHC exclusively for NSHC’s hospital purposes. The *Sisters* court did not hold that office buildings owned by and used exclusively by hospitals are not exempt.

The Alaska A.G.’s definition comports with, and appears to draw directly from, the federal definition applied to public health facilities. The definition of “hospital” for federal public health purposes and as defined by the CMS, is:

The term “hospital” includes general, tuberculosis, and other types of hospitals, and related facilities, such as laboratories, outpatient departments, nurses’ home facilities, extended care facilities, facilities related to programs for home health services, self-care units, and central service facilities, operated in connection with hospitals, and also includes education or training facilities for health professional personnel operated as an integral part of a hospital, but does not include any hospital furnishing primarily domiciliary care.

42 U.S.C. § 300s–3(1). So, facilities like the subject property which are operated in connection with and operated as an integral part of the hospital, are the hospital.

Like the instant case, the city of Los Angeles in the *Cedars of Lebanon* case challenged whether the particular uses to which hospital property was put met the definition of exclusive use for hospital purposes. The court answered the question by first ascertaining the nature of a hospital. The court accepted the definition posited by the hospital:

‘A hospital is primarily a service organization. It serves three groups: the patients, its

⁶⁸ AK Office of Attorney General Opinion, 1981 WL 38838 (Alaska A.G.) (1981) (hereinafter “A.G. Opinion”).

doctors, and the public. It furnishes a place where the patient, whether poor or rich, can be treated. . . . Essential to the administration of these techniques is the corps of highly-trained nurses and student nurses who are on duty twenty-four hours per day. In the large hospitals there are the interns and residents whose presence makes it possible for the hospital to do a better job. In addition, the hospital * * * must have administration to see that its services function properly and are coordinated. . .

Cedars of Lebanon, 221 P.2d at 735–36 (quoted, in part). The court found that this describes the “nature, functions, and purposes of a complete and modern hospital.” *Id.* at 736. The actual uses of the subject property are among the nature, functions and purposes of a hospital and are explicitly required by the federal government in this case to operate as a hospital for the Bering Strait region.

Based upon the multitude of legal authorities cited by NSHC for the definition of “hospital” and “hospital purposes”, the direct and primary purpose of the uses of the subject property are for hospital purposes. The assessor has no legal basis for his definition of hospital and hospital purposes.

C. Assessor’s Determination Applies the Wrong Legal Standard.

The assessor has not provided the legal basis for his determination for the 2023 tax year. Assuming it is the same legal basis he relied upon for the 2022 tax year to deny the tax exemption, his analysis misconstrues the applicable law. The assessor suggested that the standard for determining whether property is “exclusively used” for exempt purposes is set forth in *City of Nome v. Catholic Bishop of Northern Alaska*, 707 P.2d 870 (Alaska 1985) and in that regard requires a finding that the use of the property is “directly incidental to and vitally necessary” to the hospital’s exempt purposes.

As stated previously, the exclusive use test is whether the use is direct and primary to the exempt purposes. The “vitally necessary” test is an exception to the “exclusive use” test and was first referenced in *Harmon* for purposes of interpreting a different statutory exemption from the instant case, the religious parsonage exemption under AS 29.10.336 (now AS 29.45.030(b)). The church in *Harmon* sought to exempt buildings used for the residences of church administrators, teachers, and visiting church staff members. The buildings were also used for counseling and church social gatherings. The court stated that it must strictly construe whether property is used “exclusively for religious purposes” based on the legislative intent to narrowly define the type of residence which qualifies for exemption.⁶⁹

Similarly, in *Catholic Bishop*, the court addressed the same parsonage exemption under AS 29.53.020(b)(1) (now AS 29.45.030(b)(1)). The court stated that it recognizes a narrow exception to the exclusive-use standard when evaluating the parsonage allowance, as follows:

⁶⁹ *Harmon*, 462 P.2d at 436.

Residences that are not exempt under AS 29.53.020(b)(1) may still be exempt if their use was directly incidental to and vitally necessary for the exempt use **of other church property**.⁷⁰

With respect to the residence of a religious worker/volunteer, the court evaluated this as “other property” because it did not appear in the list of allowable properties in the applicable statute (i.e., residence of bishop, pastor, priest, rabbi, minister), and applied the narrow “vitally necessary” alternative standard to exclusive use. The *Catholic Bishop* court explained that the “vitally necessary” standard applies only to use of other property and does not supplant the “direct and primary” exclusive-use standard for property used directly with the particular exempt activity.⁷¹

The pillar of the assessor’s argument is the assertion that the actual uses (maintenance, storage, personnel training) at the subject property are not exempt, so the property must be considered “other” property and the test is to determine whether the use at this property is incidental to and vitally necessary to support exempt activities occurring elsewhere, i.e. the hospital main building. As stated, the subject property is not “other” property or simply “support” property; it is by definition the “hospital.” And the actual uses are hospital purposes. NSHC’s charitable aims cannot be accomplished or effectuated without the activity carried out at the property. Therefore, the *Catholic Bishop* “vitally necessary” standard does not apply because this is not a case of “other property” discrete from the hospital being used for ancillary purposes or purposes outside of the statutory definition of “*hospital purposes*”.

Even if the proper test in this instance were to establish the subject property use is “directly incidental to and vitally necessary” to the hospital purposes as the assessor suggests, that standard has been met as well. As described above, NSHC is conducting the activities at the subject property by and on behalf of the federal government (IHS) and various tribal governments explicitly as part of their operation as a hospital. The functions occurring at the subject property are legally required as part of its operation as a hospital pursuant to NSHC’s FA with these governments. As such, the use of the subject property is directly incidental to and vitally necessary to accomplish NSHC’s exempt purposes.

⁷⁰ 707 P.2d at 884–85 (emphasis added).

⁷¹ *Id.* at 880.

FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer’s Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The “Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service” among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC’s technical issue, OIT’s support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	to Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS’s contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled “Memorialization of Historical Level of PSFAs provided by ANMC and AANHS.” The PSFAs listed in this addendum are taken from NSHC’s FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

- 3.2.1** Acute patient care swing-bed;
- 3.2.2** Twenty-four hour emergency services, including those associated with being a Level IV trauma center;
- 3.2.3** Ambulatory care services, including after-hour nursing phone triage service;
- 3.2.4** Medevac/air ambulance services;
- 3.2.5** Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621f;
- 3.2.6** Specialty clinic support;
- 3.2.7** Sexual Assault Response Team (SART), including forensic exams and counseling of victims;
- 3.2.8** Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;
- 3.2.9** Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;
- 3.2.10** Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;
 - 3.2.10.1** Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;
- 3.2.11** Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;
- 3.2.12** Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;
- 3.2.13** Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/Ps in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training and education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

3.8.1 preventing or controlling disease, injury, or disability;

3.8.2 reporting disease, injury, and vital events such as birth and death; and

3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC’s PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandatories associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to “Adjustments Due to Congressional Actions” as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC’s signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC’s FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC’s diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year’s U of O formula allocation to Alaska is designated as “routine” funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated “non-routine” funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC’s statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled "Adjustments, Due to Congressional Actions." Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously "restricted" or "un-restricted" categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksruaq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluuqtaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomedé Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (*e.g.*, Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1.** 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2.** 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3.** 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4.** 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5.** 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6.** 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7.** 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8.** 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9.** 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCIA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____

**Angie Gorn
President/CEO**

10/18/22

Date: _____

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome	Patient/Employee Housing 607 Division Street	Section 3.2.14; Section 3.5
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomedes	Diomedes Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective October 1, 2022

Item L.

**Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024**

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Ikayuqti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	Section 3.5
Nome 300 Division Street	Warehouse/Storage West Campus	Section 3.5

Amended and Restated effective October 1, 2022

Item L.

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Nome 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19

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P.5/37

NATIVE VILLAGE OF

DIOMEDERESOLUTION NO. 94-01RESOLUTION AUTHORIZING NORTON SOUND HEALTH CORPORATION
TO ENTER INTO A SELF-GOVERNANCE COMPACT AND ANNUAL FUNDING
AGREEMENT ON BEHALF OF THE NATIVE VILLAGE OF DIOMEDE.

WHEREAS, The Native Village of DIOMEDE is the federally recognized tribal governing body for the community of DIOMEDE located in the Bering Straits region of Alaska;

WHEREAS, The Native Village of DIOMEDE desires to support the objective of achieving maximum Alaska Native participation in the direction of health services furnished to Alaska Natives in the Bering Straits region so as to render such services more responsive to the needs and desires of Alaska Natives;

WHEREAS, Norton Sound Health Corporation ("NSHC") is the Alaska Native regional non-profit corporation authorized by tribal resolution to provide Indian Health Services and other health services on behalf of the federally recognized tribes within the Bering Straits region of Alaska;

WHEREAS, NSHC has been selected to participate in an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended by P.L. 100-472 and P.L. 102-184, which is intended to improve and perpetuate the unique government-to-government relationship between Indian tribes and the United States, to strengthen tribal control over federal funding and program management, and to improve the quality of services provided to Native peoples;

WHEREAS, NSHC has successfully applied for and was awarded a Self-Governance Demonstration Project planning grant which evaluated all health services presently provided by NSHC to determine need and effectiveness, including, the redesign of services and program delivery systems, as well as evaluating the contracting of administrative functions and services presently provided by the Indian Health Services to Alaska Natives located in the Bering Straits region;

WHEREAS, The Native Village of DIOMEDE fully supports the goals and objectives of the Self-Governance Demonstration Project, and believes that participation in the Self-Governance Demonstration Project is likely to result in substantial benefit to all tribal governments and individual members throughout the Bering Straits region;

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NOW, THEREFORE, BE IT RESOLVED that the Native Village of DIOMEDE hereby authorizes NSHC to initiate all actions necessary to negotiate and enter into a Self-Governance Compact incorporating any and all Indian Health Services activities and functions as may be negotiated and an Annual Funding Agreement with the United States, to be effective October 1, 1994, and continuing, including, if applicable, a Self Governance Compact and Annual Funding Agreement in cooperation with other Alaska Tribal Organizations;

LET IT BE FURTHER RESOLVED that the authority granted by this resolution shall remain in effect until withdrawn by the Native Village of DIOMEDE; and

LET IT BE FURTHER RESOLVED that nothing herein shall be interpreted to alter the validity of the current and existing resolution authorizing NSHC to enter into a P.L. 93-638 contract with Indian Health Services.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTUK

The Native Village of DIOMEDE.

CERTIFICATION

The foregoing resolution was adopted at a duly convened meeting of the Native Village of DIOMEDE, a quorum being present, by a vote of 5 in favor, 0 opposed, and 0 abstaining, this 31st day of JANUARY, 1994.

Melvin E. Kayouktuk
President, MELVIN KAYOUKTUK

The Native Village of DIOMEDE.

ATTEST: Darlene Akvarek
Secretary, DARLENE AKVAREK
The Native Village of DIOMEDE.

2/24

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RESOLUTION OF THE COUNCIL OF THE VILLAGE OF
ELIM

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, this policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS appointed by the tribal governments of communities served by ELIM; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of ELIM Alaska; and

WHEREAS, it is in the interest of the village of ELIM to ensure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

1. NORTON SOUND HEALTH CORPORATION for ELIM village ELIM, ALASKA representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.
2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE N.S.H.C. BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.

- 3. NORTON SOUND HEALTH CORPORATION shall keep the village of ELIM informed about its activities by corresponding or communicating with ELIM at ELIM, ALASKA and the corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.
- 4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.
- 5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.
- 6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council in accordance with the terms and conditions herein.
- 7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redelegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.

President I R A Council *Elin at*
 (title)

Lincoln Moore
 Certification

The foregoing resolution was adopted at a duly convened meeting of the Village Council of ELIM, ALASKA, a quorum being present this 16th day of OCTOBER, 1978.

Matthew H. [Signature]
 Secretary

**NORTON SOUND HEALTH CORPORATION
BOARD BYLAWS**

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 27, 2017**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION**

ARTICLE I. PURPOSES AND POWERS

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation's service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS**SECTION 4.1 BOARD AUTHORITY.**

1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors ("the Board"). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

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- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies.
2. **Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y) discloses every conviction of the director. In these bylaws, "conviction" shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director's Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on

the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

- 3. State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
- a. Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a “barrier crime” as defined in 7 AAC 10;
 - b. Each director shall immediately notify the Chairperson after being charged with a “barrier crime” as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c. Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d. Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.
- 4. Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board

shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.

- 5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, "a resident of such village" shall mean a resident of such village or other community in the Bering Straits Region where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

- 1. **Directors.** Qualified directors shall be selected as follows:

- a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomede	1
Mary's Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

- b. The Nome City Council shall select one director;
- c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

2. **The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
3. **The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

1. **Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
2. **Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.
3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate

shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.

6. **Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

1. **Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.
3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.

9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

- Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or

immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

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2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
 3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
 4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and
 - (2) The directors discuss a matter on which the Board is empowered to act.
 - b. **The following meetings shall not be open to the public:**
 - (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
 - (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
 - (3) Meetings of hospital medical staff;
 - (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
 - (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.
 - b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
 - c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
 - d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.
2. **Committee Meetings, Special Board Meetings and Emergency Meetings.** Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in

writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.
- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
- g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the

time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.

3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.
2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;

- e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
4. **Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment

of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.

2. **Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
- a. **Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
- b. **Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
- (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;
 - (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
- c. **Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
- (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;

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- (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
 - d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
 - e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.
 - f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
 - g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
 3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
 - a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of

Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:

- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
- (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
- (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
- (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;
- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;

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- (9) see that an integrated patient safety program is implemented at all clinical facilities;
 - (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
 - (11) perform such other duties as may be assigned to it by the Board of Directors.
- b. Board Compliance Committee.** The Board Compliance Committee shall consist of seven persons who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:
- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;
 - (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
 - (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
 - (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.
- c. Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the

committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs.

d. Bylaws, Personnel and Policy Review Committee. The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:

- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
- (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
- (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;
- (4) review all finance policies and amendments thereto proposed by the finance committee;
- (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
- (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
- (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
- (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.

e. Finance and Audit Committee. The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall

provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.

- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:

- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations to the Board regarding the implementation of such programs and policies;
- (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
- (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
- (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
- (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
- (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.

- g. **Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her

designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.

- h. Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
- 4. Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
- 5. Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
- 6. Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.

7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

1. **Qualifications.** The Chairperson of the Board must have:
 - a. The confidence of the Board to represent them on their behalf;
 - b. The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c. The ability to present himself or herself in a professional and respectful manner;

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- d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.
2. **Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.
3. **Chairperson's Resignation.**
- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
 - b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited

by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and
6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. **President/CEO.**

- a. **Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.
- b. **Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
- c. **Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
- d. **Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.

2. **Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the

President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-

voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

- 1. Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
- 2. Responsibilities of the Medical Staff.**
 - a.** The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.

- b. The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
- (1) appointments, reappointments, and other changes in staff status;
 - (2) granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency and patient care; and
 - (5) such specific matters as may be referred to it by the Board.
- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.

3. Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings. The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.

4. Medical Staff Membership and Privileges.

- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
- b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice

President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and

such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. et. seq. or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.

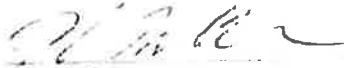
The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.


ARTICLE VIII. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held **September 27, 2017**, at which a quorum was present.


Board Chairperson


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation ("NSHC"):

I, _____, am a
 ___ director ___ alternate ___ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:

- Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
- Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
- Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
- A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
- A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
- Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
- A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term "convicted" means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been "expunged" which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.

3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC's Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 27, 2017

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above:

Criminal Charge	Date	State/Federal Court

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

Approved September 27, 2017

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted

by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.



CITY OF NOME
ADMINISTRATIVE REVIEW AND APPEAL FORM

Appeal #:
Item M.

This form is for you to appeal the assessed valuation on your property. Complete Sections 1, 2 and 3. Retain a copy for your records, and return or mail the original copy to the City Clerk's Office. Appeals must be returned or postmarked no later than the date indicated on the Assessment Notice. The Assessor will contact you regarding your appeal.

1) I appeal the value of tax parcel #: 1 9 0 . 1 . 0 5 9

Property legal description: Block Tract A, Lot, Mineral Survey, Other

Print Owner's Name: Norton Sound Health Corporation

Owner's Mailing Address: PO Box 966, Nome, AK 99762
Day Phone: () 443 3337
Evening Phone: ()

Address to which all correspondence should be mailed (if different than above):

Please also email all information to: dpardee@nshcorp.org

2)

Table with 5 columns: Assessor's Value, Land, Bldg, Total, Purchase Date. Row 1: \$43,100, \$76,366,700, \$76,409,800. Row 2: Owner's Estimate of Value.

Owner's reason for estimate of value (including inventory corrections, sales of comparable properties, and property income statements, if appropriate). The Appellant bears the burden of proof. Grounds for adjustment of assessment are proof of unequal, excessive, improper, or under-valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing.

Total Taxable Value should be \$0.00

Basis for Exemption: AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); Federal Preemption; Sovereign Immunity

See Attached

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

3) I hereby affirm that the foregoing information is true and correct, that I have read and understand the guidelines above, and that I am the owner or owner's authorized agent of the property described above.

Signature of owner or authorized agent: [Signature] Date signed: 4/25/23 Print Name (if different from item # 1): Angie Gorn



SUBSCRIBED and SWORN to before me this 25 day of April, 2023

NOTARY PUBLIC in and for the STATE of ALASKA: [Signature] Commission Expires: 03-26-2024

Appeal#:

4)

Assessor's Decision	From:	Land: 43,100 -	Building: 76,366,700 -	Total: 76,409,800
	To:	43,100 -	76,366,700 -	76,409,800 -

Assessor's Reason for Decision: RECOMMENDED DENIAL OF APPEAL - AS IT DOES DISPUTE VALUATION, RATHER DISPUTES WHETHER ENTRY IS EXEMPT FROM TAXATION.
BOARDS OF EQUALIZATION CONVEENE TO CONSIDER VALUATION ISSUES SOLELY.
AN ADDITION PROPERTY APPEALED ON SAME GROUNDS IN 2022, AND IS CURRENTLY ADDRESSED IN THE COURT SYSTEM - WITHOUT RESOLUTION AT PRESENT.
RECOMMEND DENIAL,

(PLEASE ATTACH STATEMENT IF YOU NEED MORE SPACE)

25 APRIL 2023 [Signature] 1 MAY 2023
 Date Rec'd Decision made by Date Approved by Date Date mailed

5) Appellant's Response:

- I ACCEPT the assessor's decision in Block 4 above and hereby withdraw my appeal.
- I DO NOT ACCEPT the assessor's decision and desire to have my appeal presented to the Board of Equalization.

[Signature] 4/25/23 Angie Gorn
 Signature of owner or authorized agent Date Printed Name

6)

BOARD OF EQUALIZATION DECISION	LAND:	BUILDING:	TOTAL:
--------------------------------	-------	-----------	--------

Date Received Date Heard Certified (Chairman or Clerk of Board) Date Date Mailed

2023 BOARD OF EQUALIZATION DATE: MAY 3, 4, & 5 2023

THE FINAL DAY TO APPEAL (April 21, 2023) IS 30 DAYS AFTER THE POSTMARK OF YOUR ASSESSMENT NOTICE (March 22, 2023)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

Item M.

January 24, 2023

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 30 2023

CITY OF NOME
CLERKS DEPARTMENT

Re: 2023 Applications for Municipal Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2023 Municipal Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Jack, Block MS 1800 192.1.120
2. Thelma, Block MS 1800 192.1.125
3. Gold Hill, Block MS 1800 192.1.130
4. Block 91 Lot 3 & 4 001.221.05A
5. Block MS 1298 192.1.085
6. Block 33 Lot 19 001.131.01A
7. Block 116 Lot 1A 001.115.01
8. Block 110 Lot 3A 001.211.03B
9. Block 110 Lot 1-2 001.211.03A
10. Block 127 Lot 7A 001.201.05
11. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2023 Applications for Municipal Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281 - 102 Division Street
Nome, Alaska 99762
(907)443-6663 (907)443-5345 fax

RECEIVED

Item M.

JAN 30 2023

CITY OF NOME CLERKS DEPARTMENT

2023 APPLICATION FOR MUNICIPAL TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than February 1 of the assessment year for which the exemption is sought.
A separate application must be filed for each legally described lot or parcel of real property.
The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 - 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. Applicant: Norton Sound Health Corporation, Phone: 443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY [X] PERSONAL PROPERTY [X]

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application): Main Hospital Site Block Tract A 190.1.059

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption: See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.):

N/A

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

See answer to # 5 above

2023 Application for Municipal Tax Exemption

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: Main Hospital Site

Legal Description: Block Tract A 190.1.059

4) Basis for exemption. AS 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity.

5) Main Hospital Campus – The property is owned by NSHC, an Indian tribal government entity. Property is used exclusively for hospital and charitable purposes and operation of the Indian Health Service’s integrated health care system in the Bering Strait region, pursuant to the Indian Self Determination and Education Assistance Act. Property has not been utilized by any other entity and all income is from the utilization of the property as a hospital by Norton Sound Health Corporation. This building was deemed Municipal Tax Exempt in 2022.

(Attach additional pages of description as necessary)

(b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

NIA

(Attach additional pages of description as necessary)

(c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

NIA

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

None

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 24th day of January, Year 2023.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

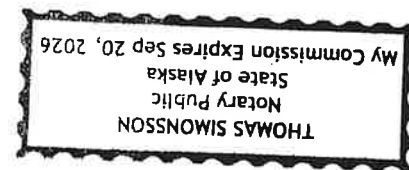
Norton Sound Health Corporation
APPLICANT

[Signature]
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at None
On this 24 day of January, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 9/26/25



City Clerk Use Only:
Received _____ No. _____
Issued: _____ Denied: _____

2023 ASSESSMENT NOTICE

Item M.



NORTON SOUND HEALTH CORP
 PO BOX 966
 NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2023 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2023.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
1000 E 7TH AVE	190.1.059	3/29/2023	4/28/2023

Property Information

Lot Size: 38.85 AC; Tract: A; Subdivision: NSHC NOME HOSPITAL PARCEL; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$43,100	\$76,366,700	\$76,409,800
Exemptions			\$0
Taxable Value	\$43,100	\$76,366,700	\$76,409,800

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; A/S 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
 PO Box 281 Nome, AK 99762
 Phone #: (907) 443-6663 Fax#: (907) 443-5345

**Attachment to Administrative Review and Appeal Form
Tract A, Tax Lot 190.1.059 (“Hospital Main Campus”)**

I. Allegations of Error By Assessor

- A. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(8). AS 29.45.030(a)(8) exempts from tax “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law....” The city of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. Constitution. U.S. Const., art. VI, cl. 2. Properties used to carry out federal programs and that are subject to comprehensive and pervasive federal oversight, like the NSHC properties at issue here, are exempt from state or local taxation. Federal preemption is a jurisdictional bar to the City of Nome’s property taxation scheme.
- B. The assessor erred by denying full property tax exemption to NSHC based on NSHC’s sovereign immunity. NSHC is an arm of its member tribes performing essential governmental services to its member tribes’ beneficiaries, pursuant self-determination contracts under the ISDEAA for health services, and as such enjoys tribal sovereign immunity. Sovereign immunity is a jurisdictional bar to the City of Nome’s assessment and collection of property tax on NSHC. There is no *in rem* exception to tribal sovereign immunity.
- C. The assessor erred by denying full property tax exemption to NSHC pursuant to AS 29.45.030(a)(3). AS 29.45.030(a)(3) exempts from property tax “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes.” All portions of properties owned by NSHC are exclusively used for nonprofit hospital AND charitable purposes.

II. Property Use Description

1. General Scope of Activities on Hospital-Owned Properties.

The Norton Sound Health Corporation (NSHC) is a tribally owned and operated, independent, not-for-profit healthcare organization founded in 1970 to meet the healthcare needs of the Inupiat, Siberian Yup’ik, and Yup’ik people of the Bering Strait region. NSHC is governed by a 22-member board of directors who represent all communities and areas of the Bering Strait region, a 44,000 square-mile section of Northwestern Alaska. The NSHC service area encompasses these 44,000 square miles. NSHC is the only regional health system serving Northwestern Alaska.

The NSHC healthcare system includes a tribally owned regional hospital which is operated pursuant to an Indian Self-Determination and Education Assistance Act (ISDEAA) agreement. NSHC operates health facilities and provides health care services to Alaska Natives and other beneficiaries pursuant to the Alaska Tribal Health Compact (ATHC), a multi-tribe self-governance compact with the Indian Health Service (IHS) under Title V of the ISDEAA, 25

U.S.C. § 5381, et seq., and funding agreements (FAs), which include program funding amounts that are negotiated for each fiscal year between the IHS and NSHC to fund the programs, functions, services, and activities (PFSAs) that NSHC performs on behalf of IHS. IHS funds the administration of the PFSAs, including the operation of the hospital facilities in Nome, that NSHC has contracted to perform on behalf of IHS.¹

NSHC is an “instrumentality” of the United States in providing healthcare services under Title V of the ISDEAA. Healthcare services are federal PFSAs provided under the ISDEAA pursuant to the federal trust responsibility to Indians for health care.²

The ISDEAA deems tribes and tribal organizations carrying out ISDEAA agreements to be federal executive agencies for purposes of coverage under the Federal Tort Claims Act (FTCA) and access to federal sources of supply.³ NSHC employees, like employees of other tribal entities operating agreements with IHS under the ISDEAA, are similarly equally covered by the FTCA and are “federal employees” for these purposes.⁴ The ISDEAA also authorizes tribal contractors and compactors to perform personal services otherwise performed by federal employees in determining eligibility for IHS services and benefits, the amounts of such services and benefits, and how such services and benefits should be provided.⁵ In addition, tribal facilities operated under the ISDEAA are interpreted by the Centers for Medicare and Medicaid Services as IHS facilities for purposes of the 100 percent Federal Medical Assistance Percentage under Section 1905 of the Social Security Act.⁶

The ATHC expressly provides that ATHC co-signers, such as NSHC, “are deemed by statute to be part of the Public Health Service (PHS), and the employees of the Tribes and Co-Signers are deemed by statute to be part of or employed by the Public Health Service, for purposes of coverage under the [FTCA],” while performing PFSAs under the ATHC’s compact and as described in its Funding Agreement.⁷ The current NSHC Funding Agreement expressly provides that “support services required to support the provision of health services,” including human resources activities, administration and board support, performance management, financial functions, and the provision of staff housing, are part of the scope of work,⁸ as is the training of community health aides,⁹ emergency medical services training for staff and

¹ 25 U.S.C. § 5325; 25 U.S.C. § 5396(a) (mandatory application of § 5325 to Title V agreements).

² 25 U.S.C. § 1602.

³ 25 U.S.C. §§ 450f(d) and 450j(k).

⁴ See 25 U.S.C. §§ 5321(d) and 5396(a); *M.J. ex rel. Beebe v. United States*, 721 F.3d 1079, 1084 (9th Cir. 2013).

⁵ 25 USC § 450j(g).

⁶ 42 U.S.C. § 1396(d).

⁷ See ATHC Article V Sec. 3(a).

⁸ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Human Health And Human Services Of The United States of America Fiscal Years 2018-2020 § 3.5.

⁹ *Id.* §§ 3.4.4, 3.4.5.

community members throughout the region;¹⁰ and the provision of lodging for patients, family members of patients, and their escorts.¹¹

2. Specific Use of Hospital Main Campus.

The direct provision of patient care occurs at this hospital. As enumerated in further detail later, under a comprehensive health care delivery plan, NSHC provides a multitude of medical services as a hospital. This building operates exclusively as a hospital within the meaning of Alaska and federal law.

This property was fully exempt in 2022.

III. NSHC Enjoys the Sovereign Immunity of its Member Tribes and is Immune from Suits to Collect Taxes

Tribal healthcare entities like NSHC performing self-determination contracts under the ISDEAA for health services enjoy sovereign immunity,¹² including those operating off-reservation.¹³ “Indian tribes have long been recognized as possessing the common-law immunity from suit traditionally enjoyed by sovereign powers.”¹⁴ “As a matter of federal law, an Indian tribe is subject to suit only where Congress has authorized the suit or the tribe has waived its immunity.”¹⁵ “[T]ribal immunity is a matter of federal law and is not subject to diminution by the States.”¹⁶ Tribal immunity extends to tribal governing bodies and to tribal agencies or entities that act as an “arm of the tribe.”¹⁷ Lastly, “[i]t is settled that a waiver of [tribal] sovereign immunity cannot be implied but must be unequivocally expressed.”¹⁸

In *Barron v. Alaska Native Tribal Health Consortium*, the U.S. District Court for the District of Alaska held a tribal health consortium organization enjoyed sovereign immunity where the organization was formed by Alaska Native tribes; its creation was authorized pursuant to the ISDEAA; it received federal funding to conduct activities that benefitted tribal members; the structure of its board placed control over its ownership and management in representatives of the Alaska Native tribes; its purpose of entering into self-determination and self-governance agreements was “core to the notion of sovereignty”; and it received federal funding “to carry out

¹⁰ *Id.* § 3.4.7.

¹¹ *Id.* at § 3.2.14.

¹² *Manzano v. S. Indian Health Council, Inc.*, No. 20-cv-02130-BAS-BGS, 2021 WL 2826072, at *1 (S.D. Cal. July 7, 2021) (non-profit healthcare corporation formed by membership of seven tribes entitled to sovereign immunity).

¹³ *See Pink v. Modoc Indian Health Proj., Inc.*, 157 F.3d 1185, 1189 (9th Cir. 1998) (nonprofit corporation created and controlled by two tribes entitled to sovereign immunity).

¹⁴ *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978).

¹⁵ *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998) (citations omitted).

¹⁶ *Id.* at 756 (citations omitted).

¹⁷ *Cook v. AVI Casino Enters., Inc.*, 548 F.3d 718, 725 (9th Cir. 2008).

¹⁸ *Santa Clara Pueblo*, 436 U.S. at 58 (citation omitted) (internal quotation omitted).

governmental functions critical to Alaska Native tribes,” i.e., healthcare services.¹⁹ Like the entity in *Barron*, and as more fully discussed below, NSHC shares these same attributes.

Tribal immunity extends to suits to collect unpaid taxes. This is because, as the U.S. Supreme Court noted in *Oklahoma Tax Commission v. Citizen Band Potawatomi Indian Tribe of Oklahoma*, “[a]lthough Congress has occasionally authorized limited classes of suits against Indian tribes, it has never authorized suits to enforce tax assessments.”²⁰

In the U.S. Circuit Court of Appeals for the Ninth Circuit, where NSHC is located, courts look to the following factors to determine whether a tribal entity functions as an “arm of the tribe” and is therefore entitled to share in the tribe’s sovereign immunity: “(1) the method of creation of the economic entities; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) the tribe’s intent with respect to the sharing of its sovereign immunity; and (5) the financial relationship between the tribe and the entities.”²¹ In *White v. University of California*, the Ninth Circuit upheld the district court’s application of this test to hold that a tribal repatriation committee formed by twelve tribes was entitled to sovereign immunity because it was created by resolution of each of the tribes; comprised solely of tribal members appointed by each tribe; funded exclusively by the tribes; and its purpose, “to recover remains and educate the public, [was] ‘core to the notion of sovereignty.’”²² And in *Pink v. Modoc Indian Health Project, Inc.*, the court held that a subsidiary tribal entity established and controlled by several tribes to provide health care services was protected by sovereign immunity.²³

1. NSHC’s method of creation supports immunity.

¹⁹ 373 F.Supp.3d 1232, 1239–40 (D. Alaska 2019).

²⁰ 498 U.S. 505, 510 (1991) (emphasis added).

²¹ *White v. Univ. of Cal.*, 765 F.3d at 1025 (2014) (citation omitted). Although not included in the Ninth Circuit’s “arm of the tribe” test, an additional factor is examined by the Tenth Circuit: “the policies underlying tribal sovereign immunity and its connection to tribal economic development, and whether those policies are served by granting immunity to the economic entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino and Resort*, 629 F.3d 1173, 1187 (2010).

Here, a grant of immunity to NSHC furthers the policies underlying tribal sovereign immunity. The doctrine of tribal sovereign immunity exists in order to avoid “interference with tribal autonomy and self-government,” *Santa Clara Pueblo*, 436 U.S. at 59, and “infringe[ment] on the right of the Indians to govern themselves.” *Williams v. Lee*, 358 U.S. 217, 223 (1959). Like the doctrine of tribal sovereign immunity, the fundamental policy underlying the ISDEAA is to enhance tribal autonomy and control in the provision of services to tribal communities. *See, e.g.*, 25 U.S.C. § 5302(a) (declaring that policy of ISDEAA is to assure “maximum Indian participation in the direction of educational as well as other Federal services to Indian communities so as to render such services more responsive to the needs and desires of those communities”). NSHC has taken on the entire federal responsibility for health care services for its member tribes. The essential federal-tribal nature of the ISDEAA program and the fact ISDEAA programs are funded by the federal resources that would have been spent on programs serving those tribes shows that NSHC is completely financially dependent on the tribes’ right to ISDEAA funding, and has stepped into the tribes’ shoes and operates as the “health arm” of its member tribes. Because NSHC has stepped into the shoes of its member tribes as the “health arm” of those tribes in order to enter a government-to-government relationship with the United States, NSHC’s immunity from suit protects the tribal autonomy of NSHC’s member governments.

²² *White*, 765 F.3d at 1025.

²³ 157 F.3d at 1188–89.

NSHC was incorporated on November 27, 1970 under the Alaska Non-Profit Corporation Act. Article VII of the NSHC Articles of Incorporation names three individuals representing the Alaska Native villages of Shaktoolik, Gambell, and Teller to the initial Board of Directors, and Article VIII shows the same three Village representatives as the initial incorporators. The formation and governance of NSHC was thereby tied directly to the member Villages. Article I and Article III of the Articles of Incorporation also provide that NSHC shall be “non-profit in nature,” weighing in favor of treating it as an arm of the tribes. It is clear that NSHC’s member tribes have delegated their governmental, rather than commercial, responsibility to provide health care to NSHC, which is not a for-profit venture but a vehicle for providing government health services.

2. NSHC’s purpose to provide governmental health care supports immunity.

NSHC’s Bylaws, adopted in 1977 and revised in 1978–79, expressly establish the Corporations purposes as follows:

1. To establish and maintain facilities, including but not limited to hospital and clinics, for the care of people suffering from injury, illness or disability requiring medical and hospital services and utilizing both inpatient and outpatient facilities and services, such care to be given regardless of the person’s race, color, creed, age, sex, nationality or ability to pay.
2. To participate, so far as the circumstances may warrant, in any activity to promote the general health of the principal area.
3. To carry on educational programs, including the training of healing arts personnel, relating to rendering care to the sick and the promotion of health and the maintenance of high health care standards.
4. To advance general community understanding of, confidence in and proper use of the total program of health services.
5. To carry out the foregoing purposes [through the receipt and disbursement of funds and assets].

Each of these purposes reflects the delegation from the member tribes of their respective governmental health care responsibilities to NSHC. Indeed, the purpose of NSHC is to “step into the shoes” of the federal government to carry out, through the ISDEAA, the United States’ responsibility to provide health care for Alaska Native and American Indian people.²⁴

3. The tribal governments’ close ownership, and management and control of NSHC support immunity.

NSHC is structured such that NSHC’s member tribes directly control the governance of NSHC. Article IV of the Bylaws established a Board of Directors of 22 elected directors. Each of the 16 member villages elects one representative to the Board of Directors, and the Nome Eskimo Community elects two directors. The Nome City Council may elect one director, and the Board of Directors, among themselves, elects three additional directors representing Nome.

²⁴ See 25 U.S.C. § 5302.

Article V provides that the NSHC officers, including the Chairman, are elected from among the Board of Directors.

To this point, in 1980, the United States Department of the Interior unequivocally determined, based on the member tribal organizations' direct control of NSHC, that NSHC is an arm of the member tribes.²⁵

In his Memorandum, Alaska Regional Solicitor Dennis J. Hopewell informed the BIA Area Director, Juneau Area Office that “[NSHC] is not only considered the ‘health arm’ of the Bering Straits Native Corporation . . . which is a recognized Indian tribe . . . but the Norton Sound Health Corporation is controlled, sanctioned and chartered by other tribal governing bodies.” Hopewell considered the NSHC Bylaws to be conclusive evidence of NSHC’s direct control by its member tribal entities, stating “[s]ince the Bylaws for the [NSHC] also spell out that ‘[t]he management of the property, funds, affairs and business of this Corporation shall be vested in a Board of Directors consisting of ...’ the members listed above, there can be no doubt that the corporation is controlled by tribal governing bodies.” Hopewell found that NSHC “in addition to being controlled by, is also sanctioned and chartered by such tribal governing bodies,” and “[t]his representation also shows that the operation and management of [NSHC] includes the maximum participation of Indians in all phases of its activities.”

4. The tribal governments intended that NSHC share in their tribal sovereign immunity.

In 1975, Congress signed the ISDEAA (Pub. L. No. 93-638) into law. In 1978 and 1979, NSHC’s member Alaska Native Villages each executed resolutions authorizing NSHC to enter contracts and grants with the United States on their behalf.²⁶ In 1994, the member Villages executed additional resolutions, which provide the current authority for NSHC to enter into the compact and funding agreements.²⁷

Each resolution acknowledged that Congress enacted the ISDEAA as a “far reaching Indian Self-Determination Policy” that “grants Alaska Native villages the *sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government* under Public Law 93-638 for the provision of Government services to Native peoples.”²⁸ The resolutions further note that NSHC “has village representation and traditionally provided information both to and from the village on health related matters” and that NSHC “is controlled and operated by a Board of Directors appointed by the tribal governments” of its member communities.²⁹

In recognition of the foregoing, the resolutions authorize NSHC “to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of

²⁵ Status of Norton Sound Health Corporation As A Tribal Organization Pursuant to P.L. 93-638.

²⁶ A representative resolution from the Native Village of Elim is attached [hereafter Elim Resolution].

²⁷ A representative resolution from the Native Village of Diomedes is attached.

²⁸ See, e.g., Elim Resolution at 1 (emphasis added).

²⁹ *Ibid.*

the Department of Health, Education and Welfare for health care and related programs serving Native people” in the region.³⁰ The resolutions further authorize NSHC and its Board of Directors “to act on behalf of this village on health and related services” and “to accept funding for health and related service projects for this village from all funding agencies private and public.”³¹ The United States Supreme Court has noted that “[t]he common law sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and self-governance.”³² The resolutions’ provisions that NSHC would “act on behalf” of the villages as their health arm and delegation of governmental duties to NSHC reflects their intent that NSHC would share in the “corollary” privilege of immunity from suit in carrying out those functions.

5. NSHC is wholly financially dependent on the member tribes’ assignment of their right to contract with IHS to provide health services to their members.

Under the ATHC, all Alaska tribes participate in the delivery of health care services to their members and other beneficiaries in accordance with the principles of tribal self-governance. The Compact allowed NSHC, on behalf of its member tribes, to enter into a government-to-government relationship with the United States. Since 1994, NSHC has participated each year with other co-signers and the IHS in the negotiation of funding agreements and amendments to the ATHC.

The funding agreement (FA) NSHC negotiates annually with IHS on behalf of the member tribes includes a broad scope of work covering a wide variety of health care services, from hospital and clinic services to long-term care, from dental services to lodging for patients.³³ In fact, while NSHC is the *signatory* to the funding agreement, the *parties* to the FA are the HHS Secretary and NSHC’s member villages themselves. The 2018 Funding Agreement, titled “Funding Agreement Between Certain Alaska Native Tribes Served by the Norton Sound Health Corporation and the Secretary Of Health And Human Services Of The United States Of America,” states:

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.³⁴

³⁰ *Ibid.*

³¹ *Ibid.*

³² *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng'g*, 476 U.S. 877, 890 (1986) (emphasis added).

³³ Funding Agreement Between Certain Alaska Native Tribes Served By The Norton Sound Health Corporation And The Secretary Of Health And Human Services Of The United States Of America Fiscal Years 2018-2020 §§ 3.2, 3.4.1, and 3.2.14.

³⁴ *Id.* at 1.

Section 2.1 of the 2018 FA “obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC.” Section 5.2 provides these resources represent the entirety of the member Tribes’ entitlement to these funds: “NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA.” Section 4 of the 2018 FA describes the total FY 2018 funding made available to NSHC from funds that would otherwise be allocated to NSHC’s member tribes. Without the Compact and Funding Agreements, through which NSHC performs governmental functions for their member villages, NSHC would be unable to function. Accordingly, the financial relationship between NSHC and the tribal entities supports NSHC’s immunity.³⁵

In substance and in form, NSHC serves as an arm of its member tribes. NSHC is dependent on the authorization and support of its member tribal governments to operate, and it fills a critically under-resourced governmental function—far different from a private, for-profit economic venture or other state-incorporated non-profits that may operate in the public sector but are not fulfilling government functions. NSHC shares in the sovereign immunity of its member tribes, and this immunity from suit extends to suits to collect unpaid taxes. This sovereign immunity operates unless specifically and unequivocally waived, and NSHC has not waived its immunity.

IV. The City’s Taxation is Preempted by Federal Law

Alaska Statute 29.45.030(a)(8) exempts from tax, “property of a political subdivision, agency, corporation, or other entity of the United States to the extent required by federal law...” The City of Nome’s tax on all real property owned by NSHC is preempted by federal law under the implied federal preemption doctrine rooted in the Supremacy Clause of the U.S. The Alaska Supreme Court itself has applied the doctrine to preempt borough property taxation on “*all space in a building that contains a tribally operated clinic.*”³⁶

Under the implied federal preemption doctrine, space that is used to carry out federal programs and that is subject to “comprehensive and pervasive federal oversight” is exempt from state or local taxation.³⁷ The U.S. Supreme Court has applied the implied federal preemption doctrine to the fields of tribal timber in *White Mountain Apache Tribe v. Bracker*,³⁸ and Indian education in *Ramah Navajo School Board, Inc. v. Bureau of Revenue, New Mexico*.³⁹ Like tribal timber and Indian education, Indian healthcare is subject to comprehensive and pervasive federal oversight, preempting the application of borough property taxes.

In *Ramah Navajo*, the U.S. Supreme Court found that the “[f]ederal regulation of the construction and financing of Indian education institutions is both comprehensive and

³⁵ See *White*, 765 F.3d at 1025 (fact that entity was funded solely by the tribe supported determination that entity was an “arm of the tribe” entitled to immunity).

³⁶ *Ketchikan Gateway Borough v. Ketchikan Indian Corp.*, 75 P.3d 1042, 1044 (2003) (emphasis added).

³⁷ *Id.* at 1048.

³⁸ 448 U.S. 136, 146–47 (1980).

³⁹ 458 U.S. 832 (1982)

pervasive.”⁴⁰ The Court cited the federal policy of Indian self-determination, and in particular its codification and application to education in the ISDEAA and its “detailed and comprehensive” regulations.⁴¹ By contrast, the state provided little support for Indian education, asserting only its general interest in raising revenue through taxation.⁴² Thus, the federal and tribal interests outweighed those of the state under the preemption test.⁴³

In *Ketchikan Gateway Borough v. Ketchikan Indian Corporation*, in a case strikingly similar to the instant matter, the Alaska Supreme Court upheld application of the implied federal preemption doctrine to exempt from borough taxes “all space in a building that contains a tribally operated clinic.”⁴⁴ In that case, the tribally operated clinic was funded by the IHS and operated on land conveyed by the United States.⁴⁵ The only space held not to be exempt from taxation was “space not committed to use by the clinic,” because it was “uncertain how the uncommitted space would be used” and it “appear[ed] that at least for near-term purposes it [would] either be leased to others or used for other [i.e., non-clinic-related] programs of [the Indian corporation].”⁴⁶ The court stated that in the cases cited by the dissent, and in which the majority agreed the exemption was properly applied to vacant property, “the unused space, when used, was intended to be used for tax-exempt purposes.”⁴⁷

In *Ketchikan Gateway*, the Alaska Supreme Court noted that federal preemption in Indian tax cases is quite different from federal preemption in other areas of the law, which require a clear statement from Congress of its intent to displace state law.⁴⁸ Instead, the U.S. Supreme Court has developed a “flexible pre-emption analysis sensitive to the particular facts and legislation involved” and “requires a particularized examination of the relevant state, federal, and tribal interests.”⁴⁹ As the U.S. Supreme Court instructed in *Ramah Navajo*, there is no requirement for a statute to “express the intention to pre-empt” state taxation, with the Court confirming that “[t]his argument is clearly foreclosed by our precedents.”⁵⁰

⁴⁰ *Id.* at 839.

⁴¹ *Id.* at 839–40 .

⁴² *Id.* at 841–42.

⁴³ *Id.* at 843.

⁴⁴ 75 P.3d at 1044 (emphasis added).

⁴⁵ *Id.*

⁴⁶ *Id.* at 1049, 1048 n.27.

⁴⁷ *Id.* at 1048, n.27 (citations omitted). See also *United Way of the Midlands v. Douglas Cnty. Bd. of Equal.*, 337 N.W.2d 103, 107 (Neb. 1983) (“Oftentimes a qualified organization acquires or maintains building space in reasonable anticipation of full occupancy for an exempt purpose but cannot do so because of economic conditions or other legitimate reasons.”); *Our Savior Lutheran Church v. Dep’t of Revenue*, 562 N.E.2d 1198, 1201 (Ill. 1990) (“We do not think that mere temporary vacancy or lack of use of a portion of an otherwise exempt parcel of property renders that portion taxable. To hold that when a portion of a building otherwise used for an exempt purpose becomes temporarily vacant or unused it loses its exempt status is nonsensical and impractical of application.”). The latter case was cited positively by the *Ketchikan Gateway* court. 75 P.3d at 1048, n.27.

⁴⁸ *Id.* at 1046.

⁴⁹ *Id.* (quoting *Cotton Petroleum Corp. v. New Mexico*, 490 U.S. 163, 176 (1989) and *Ramah Navajo*, 458 U.S. at 838).

⁵⁰ 458 U.S. at 843.

This property is integral to the provision of healthcare under NSHC’s ISDEAA agreement. As programs and services that support the healthcare operations are included under the scope of work as defined in NSHC’s Funding Agreement, all areas used for human resources, administration and board support, performance management, training, medical personnel housing, patient housing, and financial function are integral to NSHC’s healthcare operations under the ISDEAA.

The Alaska Supreme Court, in *Ketchikan Gateway Borough*, acknowledged that federal law preempts state taxation where the activity is subject to comprehensive and pervasive federal oversight.⁵¹ The federal and tribal interests in the instant case are clear and strong. Provision of Indian health care services is comprehensively and pervasively regulated; this is manifest both in the ISDEAA and in the Indian Health Care Improvement Act (IHCIA). Congress expressed its intention in the ISDEAA that those operating under self-determination contracts receive the same amount of funding as would the federal government if one of its departments was still providing the services in question. Congress’s clear intent would be undercut if NSHC has to use its federal funding to pay property taxes from which IHS would be exempt.⁵² In *Ramah Navajo*, the U.S. Supreme Court found that a similar depletion of federal funds to reimburse the contractor for state gross receipts taxes would contravene federal policy and Congress’s intent and thus argued in favor of preemption.⁵³

Although tribes step into the shoes of the IHS when carrying out programs and providing services under the ISDEAA, the ultimate responsibility for those programs and services remains with IHS, which therefore retains a pervasive oversight role. Participation in the self-governance program requires a rigorous planning process and demonstration of financial stability and financial management capability for three (3) years.⁵⁴ ISDEAA contractors are subject to annual audits, with penalties for noncompliance with applicable cost principles.⁵⁵ And every ISDEAA agreement must, by law, include a provision allowing the Secretary to reassume operation of a program, and the associated funding, if the agency finds gross mismanagement or imminent danger to public health.⁵⁶ The regulations at 25 C.F.R. Part 900 and 42 C.F.R. Part 137 elaborate these and other limitations. As noted above, nothing in the ISDEAA abrogates or weakens the trust responsibility to tribes and individual Indians,⁵⁷ and IHS consequently retains comprehensive and pervasive oversight. In other words, NSHC is beyond the taxing authority of

⁵¹ 75 P.3d at 1048.

⁵² *Id.* at 1049–50 (Fabe, C.J., and Carpeneti, J., dissenting).

⁵³ 458 U.S. at 842.

⁵⁴ 25 U.S.C. § 5383(c)(1)(C).

⁵⁵ *Id.* § 5386(c).

⁵⁶ *Id.* § 5387(a)(2).

⁵⁷ *E.g.*, *id.* § 5332(2); *id.* § 5329(c), Model Agreement § (d)(1) (“The United States reaffirms the trust responsibility of the United States” to the contracting tribe); *id.* § 5395(b) (“Nothing in this chapter shall be construed to diminish in any way the trust responsibility of the United States to Indian tribes and individual Indians . . .”).

the state, and the borough is without the ability to apply, impose, assess, or levy borough property tax against NHSC.⁵⁸

Finally, in *Ketchikan Gateway Borough*, the Alaska Supreme Court also noted that while the rule of strict construction requires that “[t]axpayer exemptions are strictly construed against the taxpayer and in favor of the taxing authority . . . where the question is whether federal law requires the exemption of tribal interests from taxation, ambiguities in federal law should be resolved *in favor of the tribe*.”⁵⁹ This further supports the application of the implied federal preemption doctrine to NSHC’s properties.

V. Alaska Law Exempts The Subject Property from Taxation

The Alaska Constitution provides that: “All, or any portion of, property used exclusively for non-profit religious, charitable, cemetery, or educational purposes, as defined by law, shall be exempt from taxation.”⁶⁰ Pursuant to this provision, Alaska Statute (AS) 29.45.030(a)(3) provides that “property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes” is exempt from general taxation. Alaska courts interpret “exclusive use” to require that all uses of the property be for the “direct and primary” exempt purpose.⁶¹ The use of this property is for the direct and primary exempt purposes of NSHC, as follows.

A. Charitable Purposes

In *Matanuska–Susitna Borough v. King’s Lake Camp*, “charitable” is defined under Alaska law to mean a “broad scope” of activities given to the term:

It is quite clear that what is done out of good will and a desire to add to the improvement of the moral, mental, and physical welfare of the public generally comes within this meaning of the word “charity.” To crowd out coarseness, cruelty, brutality from social man undoubtedly results in this betterment.⁶²

The *Catholic Bishop* court characterized this statement as “the broad common law definition of ‘charity’” and observed that this definition reflects the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large.”⁶³

⁵⁸ See 75 P.3d at 1046 (“federal law impliedly preempted *application* of the [state] tax”) (citing *Ramah Navajo*, 458 U.S. at 838) (emphasis added), 1047 (quoting the U.S. Supreme Court’s statement that in *Bracker*, the Court addressed the question of “whether [the state] could *impose* its motor carrier license and use fuel taxes on a [non-tribal-member company]”) (citing *Cotton Petroleum*, 490 U.S. at 184) (emphasis added); *Bracker*, 448 U.S. at 148 (“[i]n a variety of ways, the *assessment* of state taxes would obstruct federal policies”) (emphasis added), 152 (where implied federal preemption is found, states are without “the privilege of *levying* [the] tax”) (citing *Warren Trading Post Co. v. Ariz. State Tax Comm’n*, 380 U.S. 685, 691 (1965) (emphasis added).

⁵⁹ 75 P.3d at 1045 (citing *Cotton Petroleum Corp.*, 490 U.S. 163 at 177).

⁶⁰ Alaska Const. art. IX, § 4.

⁶¹ *Fairbanks North Star Borough v. Dená Nená Henash*, 88 P.3d 124 (Alaska 2004).

⁶² 439 P.2d 441, 445 (Alaska 1968) (quoting *Old Colony Trust Co. v. Welch*, 25 F.Supp. 45, 48 (D.Mass.1938))

⁶³ 707 P.2d at 888 n. 37

Following this definition, Alaska law recognizes that the ISDEAA has the purposes of improving the provision of federal services by making them more responsive to tribal needs, and improving the functioning of the tribes through increased self-government. *Fairbanks North Star Borough v. Henash*, 88 P.3d 124, 135 (2004). ISDEAA contracts permit tribes to “improve[] ... the moral, mental, and physical welfare” of individuals and the group. *Id.* The Alaska Supreme court therefore holds that activities in satisfying ISDEAA contracts with the government are motivated by purposes that are properly characterized as charitable. This satisfies the charitable-purposes criterion for exemption in Alaska. *Fairbanks*. 88 P.3d at 135.

Use of the subject property as a hospital serves no other purpose than for NSHC’s charitable purposes. The direct and primary use of the property is to accomplish the ISDEAA contracted hospital activities which impose the following obligations on NSHC pursuant to the Alaska Tribal Health Compact Funding Agreement with IHS:

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct patient care services:

3.2.1 Acute patient care swing-bed;

3.2.2 Twenty-four hour emergency services, including those associated with being a Level IV trauma center;

3.2.3 Ambulatory care services, including after-hour nursing phone triage service;

3.2.4 Medevac/air ambulance services;

3.2.5 Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621l;

3.2.6 Specialty clinic support;

3.2.7 Sexual Assault Response Team (SART), including forensic exams and counseling of victims;

3.2.8 Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;

3.2.9 Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;

3.2.10 Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited

institutions, under supervision of appropriate staff;

3.2.10.1 Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;

3.2.11 Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;

3.2.12 Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;

3.2.13 Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services...

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support

staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

3.5 Support Services. Support services required to support the provision of health services, **including, but not limited,** to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner,

grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, and the provision of staff housing.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology...

Appendix B to the above-referenced agreement states further:

This *non-exhaustive list* of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds. Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

Nome	Norton Sound Regional Hospital-Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
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NSHC's use of the subject property to fulfill these ISDEAA contracted obligations is charitable.

Fairbanks, 88 P.3d. at 135.

B. Hospital Purposes

The assessor has offered no reasoning or evidence to rebut the fact that 100% of the property is used for actual hospital purposes. Actual hospital activities have been established to occur at this property for the following reasons:

1. The uses are an exercise of purposes set out in Bylaws for which exempt status as a “hospital” was granted by the IRS (provision of patient care and training). They are not extraneous, incidental, or merely related.
2. The uses are an exercise of key, integral functions required by the federal government to operate as a hospital. *See*, FA citations above.

Significantly, the assessor has denied tax exemption for 100% of the subject property. This determination is contrary to even the City’s limited definition of a “hospital” as the location where patient care occurs. The assessor’s denial of exemption is without legal or factual basis and is clearly erroneous.

Anticipating a potential argument from the assessor that some parts of the main hospital may be exempt while others may not be, the assessor has no legal or factual support for such a determination. Alaska courts have not defined “hospital purposes” but have held that the Alaska legislature and framers of the constitution intended for a broad definition of exempt purposes notwithstanding the canon of strict construction for tax exemptions. In *McKee v. Evans*, 490 P.2d 1226, 1228-30 the court held it fulfills the legislative intent of Alaska property tax exemptions to define “educational purposes” broadly. Alaska courts recognize that “charitable purposes” must be broadly defined so as to achieve the legislative intent to reflect the “humanitarian rationale” of property tax exemptions: they are granted “as an aid or encouragement to individuals, corporations, or businesses, to do something supposedly for the good of the community at large. *Catholic Bishop*, 707 P.2d at 888 n. 37. (“charitable purposes” broadly defined). Similarly, “hospital purposes” encompasses a broad array of activities to achieve legislative intent to encourage the community benefit which a hospital brings. *See*, Community Health Needs Assessment and Strategy for NSHC, <https://www.nortonsoundhealth.org/nshc-2020-community-health-needs-assessment/>.

Also, “Hospital purposes” is a different term than hospital “use”, which the assessor has conflated in recent determinations. *Fairbanks Northstar Borough vs. Dena Nena Henash*, 88 P.3d. 124, fn. 20 (2004) (charitable use is not the constitutional test for exemption). Thus, all areas of the hospital, including areas where the patient is not treated, such as storage closets, restrooms, eating areas and waiting rooms, accomplish hospital “purposes.” There are many functions and activities within a hospital that are considered exclusive use for hospital purposes. Multiple courts have acknowledged that uses at hospital properties for laundry facilities, parking lots, gift shops, lunchrooms, and collection facilities that do not directly relate to the provision of medical care are still necessary and integral to the operations of a hospital.⁶⁴ These types of

⁶⁴ *Methodist Hosps.*, 669 S.W.2d 305 (parking facility); *Shared Hosp. Servs. Corp. v. Ferguson*, 673 S.W.2d 135 (Tenn. 1984) (laundry facilities and lunchroom).

uses, in addition to patient treatment, are direct and primary to NSHC's exempt purposes as they are reasonably necessary and appropriate to accomplish its charitable and hospital purposes. *Norwegian American Hospital, Inc. v. Department of Revenue*, 210 Ill. App. 3d 318, 569 N.E.2d 83 (1st Dist. 1991); *Cedars of Lebanon v. Los Angeles County*, 221 P.2d 31, 35 (Cal. 1950).

D. Assessor's Determination Applies the Wrong Legal Standard.

The assessor has not provided a factual or legal basis for his determination as to why this property was exempt in 2022 and is not exempt in 2023. Assuming it is the same legal basis he relies upon to deny exemptions to other properties owned by NSHC, he has applied the wrong standard. The assessor suggests that the standard for determining whether property is "exclusively used" for exempt purposes is set forth in *City of Nome v. Catholic Bishop of Northern Alaska*, 707 P.2d 870 (Alaska 1985) and in that regard requires a finding that the use of the property is "directly incidental to and vitally necessary" to the hospital's exempt purposes. The *Catholic Bishop* case entailed an interpretation of AS 29.53.020(a)(3) (repealed and replaced by AS 29.45.030(a)(3)) with respect to use of certain church properties. The *Catholic Bishop* court stated that the standard for interpreting "exclusive use" is whether the use is "direct and primary" to the exempt purposes:

We have interpreted "exclusive use" in accord with our rule of strict construction. In *Harmon v. North Pacific Union Conference Association of Seventh Day Adventists*, 462 P.2d 432 (Alaska 1969), we decided that "[e]ven when the uses of a piece of property are highly related to the primarily exempted activity, the exemption will not apply when the statute requires 'exclusive' use." 462 P.2d at 437. All uses of the property must be for the "direct and primary" exempt purpose. *Evangelical Covenant Church v. City of Nome*, 394 P.2d 882, 883 (Alaska 1964) (citing Annot., 154 A.L.R. 895, 898 (1945)). See *Matanuska-Susitna Borough v. King's Lake Camp*, 439 P.2d 441, 445 (Alaska 1968).⁶⁵

The "vitally necessary" test is an exception to the "exclusive use" test and was first referenced in *Harmon* for purposes of interpreting a different statutory exemption from the instant case, the religious parsonage exemption under AS 29.10.336 (now AS 29.45.030(b)). The church in *Harmon* sought to exempt buildings used for the residences of church administrators, teachers, and visiting church staff members. The buildings were also used for counseling and church social gatherings. The court stated that it must strictly construe whether property is used "exclusively for religious purposes" based on the legislative intent to narrowly define the type of residence which qualifies for exemption.⁶⁶

Similarly, in *Catholic Bishop*, the court addressed the same parsonage exemption under AS 29.53.020(b)(1) (now AS 29.45.030(b)(1)). The court stated that it recognizes a narrow exception to the exclusive-use standard when evaluating the parsonage allowance, as follows:

⁶⁵ 707 P.2d. at 879.

⁶⁶ *Harmon*, 462 P.2d at 436.

Residences that are not exempt under AS 29.53.020(b)(1) may still be exempt if their use was directly incidental to and vitally necessary for the exempt use of **other church property**.⁶⁷

In *Catholic Bishop*, three churches sought to exempt religious residences, administrative offices, sanctuaries, and property used for both religious educational and charitable purposes. They also sought to exempt properties used as support for exempt properties, and church property leased to other nonprofit organizations. With respect to the residence of a religious worker/volunteer, the court evaluated this as “other property” not specifically listed in the applicable statute (i.e., residence of bishop, pastor, priest, rabbi, minister), and applied the narrow “vitally necessary” alternative standard to exclusive use. The *Catholic Bishop* court explained that the “vitally necessary” standard applies only to use of other property and does not supplant the “direct and primary” exclusive-use standard for property used directly with the particular exempt activity.⁶⁸ The main hospital building is used directly with the hospital’s exempt activity.

Even if the proper test in this instance were to establish the subject property use is “directly incidental to and vitally necessary” to the hospital purposes as the assessor suggests, that standard has been met as well. The assessor has proffered no evidence to prove that operation of all portions of the hospital’s main building are somehow not vitally necessary and incidental to operating the hospital. And, for the assessor to argue such is a non sequitur.

⁶⁷ 707 P.2d at 884–85 (emphasis added).

⁶⁸ *Id.* at 880.

**FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024**

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer’s Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The “Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service” among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC’s technical issue, OIT’s support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled "Memorialization of Historical Level of PSFAs provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from NSHC's FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

- 3.2.1** Acute patient care swing-bed;
- 3.2.2** Twenty-four hour emergency services, including those associated with being a Level IV trauma center;
- 3.2.3** Ambulatory care services, including after-hour nursing phone triage service;
- 3.2.4** Medevac/air ambulance services;
- 3.2.5** Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621f;
- 3.2.6** Specialty clinic support;
- 3.2.7** Sexual Assault Response Team (SART), including forensic exams and counseling of victims;
- 3.2.8** Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;
- 3.2.9** Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;
- 3.2.10** Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;
 - 3.2.10.1** Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;
- 3.2.11** Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;
- 3.2.12** Diabetes prevention program, including community exercise and activity programs, such as “Summercise” programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;
- 3.2.13** Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy,

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/Ps in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training end education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

3.8.1 preventing or controlling disease, injury, or disability;

3.8.2 reporting disease, injury, and vital events such as birth and death; and

3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandatories associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to “Adjustments Due to Congressional Actions” as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC’s signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC’s FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC’s diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year’s U of O formula allocation to Alaska is designated as “routine” funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated “non-routine” funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC’s statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled "Adjustments, Due to Congressional Actions." Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously "restricted" or "un-restricted" categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksruaq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluqutaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomedea Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (*e.g.*, Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1. 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2. 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3. 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4. 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5. 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6. 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7. 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8. 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9. 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
Nome	Norton Sound Regional Hospital–Main Campus (Replacement Facility)	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
Nome	Quyanna Care Center	Section 3.2.8
Nome	Wellness and Training Center 706 East N Street	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
Nome	Hostel, Pre-Maternal Home, and other patient housing (including patient housing apartments)	Section 3.2.14, Section 3.4.8.1
Nome	Kusgi House	Section 3.3.5, 3.3.6
Nome	Patient/Employee Housing 607 Division Street	Section 3.2.14; Section 3.5
Brevig Mission	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Diomedes	Diomedes Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Elim	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective October 1, 2022

Item M.

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Gambell	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Golovin	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Koyuk	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
St. Michael	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Savoonga	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shaktoolik	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Shishmaref	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Stebbins	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Teller	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Unalakleet	Ikayuqti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Wales	Wales Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
White Mountain	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Nome and all Villages	staff housing owned/rented including "Lawyer's apts," St. Michael Triplex, Golovin 2-bedroom home, Shishmaref duplex, and Savoonga duplexes	Section 3.5
Nome 300 Division Street	Warehouse/Storage West Campus	Section 3.5

**Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024**

Nome 705 East K Street	Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19

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NATIVE VILLAGE OF

DIOMEDERESOLUTION NO. 94-01RESOLUTION AUTHORIZING NORTON SOUND HEALTH CORPORATION
TO ENTER INTO A SELF-GOVERNANCE COMPACT AND ANNUAL FUNDING
AGREEMENT ON BEHALF OF THE NATIVE VILLAGE OF DIOMEDE

WHEREAS, The Native Village of DIOMEDE is the federally recognized tribal governing body for the community of DIOMEDE located in the Bering Straits region of Alaska;

WHEREAS, The Native Village of DIOMEDE desires to support the objective of achieving maximum Alaska Native participation in the direction of health services furnished to Alaska Natives in the Bering Straits region so as to render such services more responsive to the needs and desires of Alaska Natives;

WHEREAS, Norton Sound Health Corporation ("NSHC") is the Alaska Native regional non-profit corporation authorized by tribal resolution to provide Indian Health Services and other health services on behalf of the federally recognized tribes within the Bering Straits region of Alaska;

WHEREAS, NSHC has been selected to participate in an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 93-638, as amended by P.L. 100-472 and P.L. 102-184, which is intended to improve and perpetuate the unique government-to-government relationship between Indian tribes and the United States, to strengthen tribal control over federal funding and program management, and to improve the quality of services provided to Native peoples;

WHEREAS, NSHC has successfully applied for and was awarded a Self-Governance Demonstration Project planning grant which evaluated all health services presently provided by NSHC to determine need and effectiveness, including, the redesign of services and program delivery systems, as well as evaluating the contracting of administrative functions and services presently provided by the Indian Health Services to Alaska Natives located in the Bering Straits region;

WHEREAS, The Native Village of DIOMEDE fully supports the goals and objectives of the Self-Governance Demonstration Project, and believes that participation in the Self-Governance Demonstration Project is likely to result in substantial benefit to all tribal governments and individual members throughout the Bering Straits region;

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NOW, THEREFORE, BE IT RESOLVED that the Native Village of DIOMEDE hereby authorizes NSHC to initiate all actions necessary to negotiate and enter into a Self-Governance Compact incorporating any and all Indian Health Services activities and functions as may be negotiated and an Annual Funding Agreement with the United States, to be effective October 1, 1994, and continuing, including, if applicable, a Self Governance Compact and Annual Funding Agreement in cooperation with other Alaska Tribal Organizations;

LET IT BE FURTHER RESOLVED that the authority granted by this resolution shall remain in effect until withdrawn by the Native Village of DIOMEDE; and

LET IT BE FURTHER RESOLVED that nothing herein shall be interpreted to alter the validity of the current and existing resolution authorizing NSHC to enter into a P.L. 93-638 contract with Indian Health Services.

Melvin E. Kazoukiuk
President, MELVIN KAZOUKIUK

The Native Village of DIOMEDE.

CERTIFICATION

The foregoing resolution was adopted at a duly convened meeting of the Native Village of DIOMEDE, a quorum being present, by a vote of 5 in favor, 0 opposed, and 0 abstaining, this 31st day of JANUARY, 1994.

Melvin E. Kazoukiuk
President, MELVIN KAZOUKIUK

The Native Village of DIOMEDE.

ATTEST: Darlene Ahkvaak
Secretary, DARLENE AHKVAEK
The Native Village of DIOMEDE.

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RESOLUTION OF THE COUNCIL OF THE VILLAGE OF
ELIM

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, this policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS appointed by the tribal governments of communities served by ELIM; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of ELIM Alaska; and

WHEREAS, it is in the interest of the village of ELIM to ensure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

1. NORTON SOUND HEALTH CORPORATION for ELIM village ELIM, ALASKA representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.
2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE N.S.H.C. BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.

3. NORTON SOUND HEALTH CORPORATION shall keep the village of ELIM informed about its activities by corresponding or communicating with ELIM at ELIM, ALASKA

and the corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.

4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.

5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.

6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council in accordance with the terms and conditions herein.

7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redelegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.

President J. R. A Council *Elin at*
(Title)

Leucala Moore
Certification

The foregoing resolution was adopted at a duly convened meeting of the Village Council of Elim, Alaska, a quorum being present this 16th day of October, 1978.

Matthew H. Jensen
Secretary

**NORTON SOUND HEALTH CORPORATION
BOARD BYLAWS**

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 27, 2017**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION****ARTICLE I. PURPOSES AND POWERS**

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation's service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.1 BOARD AUTHORITY.

1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors ("the Board"). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

-
2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
 3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
 4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies.
2. **Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y) discloses every conviction of the director. In these bylaws, "conviction" shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director's Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on

the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

- 3. State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
- a. Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a “barrier crime” as defined in 7 AAC 10;
 - b. Each director shall immediately notify the Chairperson after being charged with a “barrier crime” as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c. Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d. Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.
- 4. Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board

shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.

- 5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, “a resident of such village” shall mean a resident of such village or other community in the Bering Straits Region where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

- 1. **Directors.** Qualified directors shall be selected as follows:

- a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomede	1
Mary’s Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

- b. The Nome City Council shall select one director;
- c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

2. **The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
3. **The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

1. **Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
2. **Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.
3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate

shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.

- 6. Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

- 1. Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.
3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.

9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

1. **Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or

immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.

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2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
 3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
 4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and
 - (2) The directors discuss a matter on which the Board is empowered to act.
 - b. **The following meetings shall not be open to the public:**
 - (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
 - (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
 - (3) Meetings of hospital medical staff;
 - (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
 - (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.
 - b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
 - c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
 - d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.
2. **Committee Meetings, Special Board Meetings and Emergency Meetings.** Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in

writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.
- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
- g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the

time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.

3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.
2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;

- e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
4. **Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment

of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.

- 2. Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
- a. Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
- b. Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
- (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;
 - (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
- c. Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
- (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;

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- (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
 - d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
 - e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.
 - f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
 - g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
 3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
 - a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of

Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:

- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
- (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
- (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
- (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;
- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;

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- (9) see that an integrated patient safety program is implemented at all clinical facilities;
- (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
- (11) perform such other duties as may be assigned to it by the Board of Directors.
- b. Board Compliance Committee.** The Board Compliance Committee shall consist of seven persons who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:
- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;
 - (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
 - (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
 - (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.
- c. Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the

committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs.

- d. **Bylaws, Personnel and Policy Review Committee.** The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:
- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
 - (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
 - (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;
 - (4) review all finance policies and amendments thereto proposed by the finance committee;
 - (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
 - (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
 - (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
 - (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.
- e. **Finance and Audit Committee.** The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall

provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.

- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:
- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations to the Board regarding the implementation of such programs and policies;
 - (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
 - (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
 - (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
 - (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
 - (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.
- g. **Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her

designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.

- h. Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
- 4. Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
- 5. Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
- 6. Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.

7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

1. **Qualifications.** The Chairperson of the Board must have:
 - a. The confidence of the Board to represent them on their behalf;
 - b. The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c. The ability to present himself or herself in a professional and respectful manner;

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- d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.
2. **Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.
3. **Chairperson's Resignation.**
- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
 - b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited

by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and
6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. President/CEO.

- a. Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.
 - b. Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
 - c. Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
 - d. Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.
- 2. Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the

President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-

voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

- 1. Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
- 2. Responsibilities of the Medical Staff.**
 - a. The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.

-
- b. The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
- (1) appointments, reappointments, and other changes in staff status;
 - (2) granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3) disciplinary actions;
 - (4) all matters relating to professional competency and patient care; and
 - (5) such specific matters as may be referred to it by the Board.
- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.

3. Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings. The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.

4. Medical Staff Membership and Privileges.

- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
- b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice

President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and

such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. et. seq. or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.

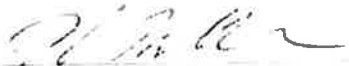
The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.

ARTICLE VIII. AMENDMENTS

These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held **September 27, 2017**, at which a quorum was present.


Board Chairperson


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____
By: _____
Title: _____

Approved September 27, 2017

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation ("NSHC"):

I, _____, am a
 ___ director ___ alternate ___ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:
 - Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
 - Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
 - A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
 - A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
 - Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
 - A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term "convicted" means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been "expunged" which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.

3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC's Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 27, 2017

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above:

Criminal Charge	Date	State/Federal Court

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this ____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

Approved September 27, 2017

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

Approved September 27, 2017

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted

by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.



March 29, 2023

City of Nome
Attn: Bryant Hammond
P.O. Box 281
Nome, AK 99762

Re: 2023 Municipal Tax Exemptions, Additional Information Requests

Dear Mr. Hammond,

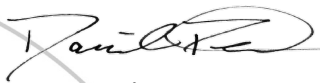
This letter is in response to your email request dated 03/17/2023, regarding additional information needed to determine NSHC's municipal tax exemptions for several referenced properties.

1. Lease/rental Agreements:
 - a. Property 4 (7 Plex). See [Corporate Housing Employee Payroll Deduction Form]***
 - b. Property 5 (20 Plex). See [New Hire Corporate Housing Agreement]***
 - c. Property 6 (Kusqii). Not applicable, no rent collected. See [Contract Labor Agency Contract]***
 - d. Property 7 (Patient Hostel, Wellness Center, Operations). Not applicable, no space rented.
 - e. Properties 4-6. No revenue is generated from housing. Also, as indicated in the application, NSHC is legally required pursuant to its ISDEAA contract and Bylaws to provide patient and staff housing. Accordingly, as reported on Form 990, all gross proceeds from these rentals are reported as related to charitable purposes. See [attached, Form 990, pp. 1 (line 7b), p. 5 (line 3a)] ***
2. Property 11. The hospital cafeteria is used by staff, patients and their family/support. Other hospital eating areas are used exclusively by staff. [staff breakrooms on each floor of NSRH and main buildings]
 - a. Cafeteria/Eating space s.f. is unchanged since 2021. [2,048 square feet]
3. Property 7, Patient Hostel – what areas are used for patient care? One hundred percent (100%) of the hostel is used for patient care. Patient stays at the hostel are integrated into and essential to the care they receive, including but not limited to, medication support, control of diet, handicap related support, proximity to the main hospital campus to facilitate delivery of care and special needs, and other essential care services. In addition, 40% of the hostel is dedicated to COVID-19 quarantine.

4. Property 7, Operations. What areas are used for patient care? 100% - This is a central service area operated in connection with, and integral to, the delivery of patient care.
5. Property 7, Wellness Center. What areas are used for patient care? 100%-as indicated on the application, this houses the Behavioral Health services, tribal healing and wellness services, day shelter, sobering center/social detoxification services. Training for regional health aides and EMT/EMS also occurs in this space.

Feel free to reach out to me should you have any questions or need further clarification regarding our exemption applications.

Regards,



Dan Pardee, CFO

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NORTON SOUND HEALTH CORPORATION

BOARD BYLAWS

**Including Amendments
Adopted by the NSHC Board of Directors
Through September 23, 2021**

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**BOARD BYLAWS OF
NORTON SOUND HEALTH CORPORATION**

ARTICLE I. PURPOSES AND POWERS

SECTION 1.1 PURPOSES

The purposes of Norton Sound Health Corporation (“the Corporation”) shall be to engage in the following activities consistent with the Corporation’s Mission, Core Values and Vision for the Future:

1. Establish and maintain facilities, including hospitals, clinics, and other inpatient and outpatient facilities, for the provision of health care services and preventive services to people in the Corporation’s principal service area suffering from injury, illness, or disability.
2. Participate, as far as the circumstances may warrant, in activities for the promotion of good health in the Corporation’s service area.
3. Carry on educational programs, including the training of healing arts personnel, relating to the provision of care to the sick, the promotion of good health, and the maintenance of high health care standards.
4. Advance general community understanding of, confidence in, and proper use of the total program of health care services offered by the Corporation.
5. To conduct any other business in any location as may be deemed necessary or desirable by the Board of Directors of the Corporation or its Executive Committee, provided that such activities do not affect the status of the Corporation as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as may be amended from time to time (the “Code”).

SECTION 1.2 EQUAL OPPORTUNITY FOR HEALTH CARE.

The Corporation shall provide care and services regardless of the person’s race, religion, color, creed, age, sex, sexual preference, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or national origin.

SECTION 1.3 HIRING PREFERENCE.

To the extent allowed by law and funding sources, the Corporation shall exercise Alaska Native and American Indian preferences in hiring.

SECTION 1.4 POWERS.

1. **Authority.** In order to carry out the purposes of the Corporation, the Corporation has the authority to exercise all powers permitted by law.
2. **Receipt of Property.** The Corporation is empowered to receive personal or real property by gift, grant, devise, bequest, loan, or otherwise, from any private or public source, and to hold, administer, sell, invest, reinvest, manage, use, disburse, distribute, or apply the income and/or principal of such property in accordance with the directions and intent of the donor or donors of such property, or in the absence of such direction, as the Corporation may deem advisable and in its best interests.

SECTION 1.5 SERVICE AREA.

The Corporation's service area shall be the Seward Peninsula, the Norton Sound from Shishmaref to Stebbins, and the outlying islands accepted as part of the Bering Straits Region.

ARTICLE II. MEMBERSHIP

The Corporation shall have no members.

ARTICLE III. OFFICES

The principal office of the Corporation shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or without the State of Alaska, as the Board may designate or as the business of the Corporation may require.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 4.1 BOARD AUTHORITY.

1. **Authority and Purpose.** The affairs of the Corporation shall be managed by a Board of Directors ("the Board"). The Board shall have full authority to direct, and responsibility to oversee, all matters pertaining to the Corporation. The role of the Board is to establish policies to guide the Corporation in carrying out its purposes set forth in Section 1.1 of these Bylaws.

2. **Strategic Health Plan.** The Board shall review and approve each year a strategic health plan which shall serve as the operating plan for each division of the Corporation. The President/CEO shall report progress on the objectives detailed in the Plan to the Board of Directors at each meeting.
3. **Delegation of Authority.** The Board may delegate its powers and administrative responsibilities to:
 - a. The Executive Committee, which acts in the stead of the Board between the Board's regular meetings; and
 - b. The President/CEO of the Corporation, who is responsible for the daily administration of the Corporation's affairs.
4. **Designation of Authority for Execution of Written Documents.** The Board shall designate persons authorized on behalf of the Corporation to execute contracts, deeds, instruments, checks, notes, drafts, demands for money, and other documents, provided that such authority shall be exercisable and delegable in accordance with the provisions of these bylaws and the Board's administrative policies.

SECTION 4.2 NUMBER OF DIRECTORS.

The Board shall consist of not more than twenty-two directors. The number of directors may be changed by amendment to these bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than three.

SECTION 4.3 DIRECTOR QUALIFICATIONS.

1. **Qualifications.** No person shall be a director and an employee of the Corporation at the same time. Employees are disqualified from serving on the Board of Directors for a period of one year following termination of employment with the Corporation; provided, however, that a majority of the Board may waive this prohibition. In addition, directors and alternate directors of the Corporation must have:
 - a. A basic interest in working out solutions to health problems of the Corporation's service area and the ability and willingness to learn necessary techniques of problem solving, planning, and program monitoring;
 - b. The ability and willingness to develop a comprehensive knowledge of the Corporation and the problems faced in bringing high quality health care to the Corporation's service area;

- c. The ability and willingness to communicate actively with other directors, the citizens of the director's community, and the community's local health council;
 - d. The ability and willingness to comply with the Board meeting attendance policy as set forth in the Board Administrative Policies;
 - e. The ability and willingness to be an active, sober, punctual, and serious participant during all Board and committee meetings, including training sessions; and
 - f. The ability and willingness to comply with the Corporation's drug and alcohol testing policy as set forth in the Board Administrative Policies and comply with Norton Sound Health Corporation COVID-19 Vaccine Policy as well as the Influenza Vaccine Policy. Any board member who fails to comply with the NSHC COVID-19 Vaccine or Influenza Vaccine Policy shall be removed from the Board of Directors or not be seated.
2. **Criminal Convictions.** A person may not serve as a director or as an alternate if:
- a. S/he has been convicted of a felony or any crime involving moral dishonesty or moral turpitude; or
 - b. S/he has been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the time the person seeks to serve; or
 - c. Under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary of the United States Department of Health and Human Services to exclude the corporation from participation in any state or Federal health care program. This includes, but is not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or
 - d. S/he has been convicted of a crime involving domestic violence, child abuse or neglect or elder (aged person) abuse or neglect as such terms are defined in the Alaska Statutes or the regulations promulgated thereunder.
 - e. S/he is ineligible to serve as provided in 3 a-d below.

Each director and each alternate shall immediately notify the Executive Committee of the Board when s/he: (i) has been convicted of any offense set forth in a, b, or d above or set forth in 42 U.S.C. § 1320a-7; (ii) has a civil monetary penalty assessed against him/her under 42 U.S.C. § 1320a-7 or 42 U.S.C. § 1320a-8; or (iii) has been excluded from participation in Medicare or a state health care program (each of (i), (ii), and (iii) is referred to herein as a "Prohibited Activity.") Each director shall annually execute a Director's Certification substantially in the form attached as Appendix B to these bylaws that (x) certifies that s/he has not engaged in a Prohibited Activity, and (y)

discloses every conviction of the director. In these bylaws, “conviction” shall have the meaning set forth in 42 U.S.C. § 1320a-7(i). Each alternate shall execute a Director’s Certification before attending a board meeting. Any question regarding whether a person is disqualified from service on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board.

Each director shall immediately notify the Chairperson after being charged with a crime described in (i), (ii) or (iii) and shall keep the Chairperson informed of the status of such actions. If a director has been charged with a crime described in (i) or (ii) above, the alternate from that village shall serve until the charges have been dismissed or the director has been convicted.

- 3. State Law Requirements and Criminal Background Checks.** During any period of time that the Corporation is licensed by the State of Alaska as an entity listed in AS 47.32.010(b) or receives funding from the State of Alaska to provide for the health, safety, and welfare of persons who are served by programs administered by the Alaska Department of Health and Social Services and if (i) such statutes do not exempt the Corporation, and (ii) the regulations implementing such statutes include restrictions regarding the service on the Board by persons who have been charged and/or convicted of a barrier crime as defined in 7 AAC 10, then:
- a. Each director shall comply with criminal background check procedures set forth in the applicable statutes and regulations of the State of Alaska, Department of Health and Social Services and shall not be eligible to serve during any period in which the director would be barred from employment due to conviction of a “barrier crime” as defined in 7 AAC 10;
 - b. Each director shall immediately notify the Chairperson after being charged with a “barrier crime” as defined in 7 AAC 10 and shall keep the Chairperson informed of the status of such actions. The alternate from that village shall serve until the charges have been dismissed or the director has been convicted;
 - c. Each person selected by an entity to serve on the Board shall submit all documents, certifications, responses, fingerprint cards, and other materials as necessary for the Corporation to confirm that such person is eligible to serve as a director prior to being seated on the Board; and
 - d. Each alternate shall comply with a-c, above, before attending any meeting of the board of directors. An alternate who fails to comply may be prevented from participating in a meeting of the board of directors until s/he complies.

4. **Board Acceptance of Directors.** The Board shall have the final authority to approve the seating of all directors selected for service on the Board. If the Board determines within its sole discretion that a person selected to serve as a director lacks the qualifications to serve in that capacity, the Chairperson of the Board shall so notify the selecting entity by sending a letter to it substantially in the form attached as Appendix B to the Board Administrative Policies.
5. **Residency.** The person or persons to be selected as director of a village must be a resident of such village. For purposes of this subsection, “a resident of such village” shall mean a resident of such village or other community in the Bering Straits Region where the majority of the members of such village reside.

SECTION 4.4 SELECTION OF DIRECTORS.

1. **Directors.** Qualified directors shall be selected as follows:
 - a. The IRA Council or Traditional Council of each of the following federally-recognized tribes shall each select the number of directors set forth below:

<u>Village</u>	<u>Number</u>
Brevig Mission	1
Council	1
Elim	1
Gambell	1
Golovin	1
King Island	1
Koyuk	1
Little Diomedede	1
Mary’s Igloo	1
Nome Eskimo Community	1
Savoonga	1
Shaktoolik	1
Shishmaref	1
Solomon	1
St. Michael	1
Stebbins	1
Teller	1
Unalakleet	1
Wales	1
White Mountain	1

In order to select a director of the Corporation, each village must deliver to the Corporation the resolutions required to authorize the Corporation to enter into direct funding agreements pursuant to the Indian Self-Determination Act.

b. City of Nome Seat

The Board of Norton Sound Health Corporation shall select one director who shall represent the City of Nome. For purposes of this subsection the City of Nome shall be defined as a geographical area encompassing the City of Nome and that area within twelve miles of the city limits of Nome, Alaska. This selection process shall be conducted with the taking of letters of interest received after public solicitation by the Board of Norton Sound Health Corporation of a vacancy of this seat. This decision by the Norton Sound Health Corporation Board of Directors shall be by majority vote.

This position will have full voting rights in all matters regarding NSHC Board of Directors.

c. The Board of Directors of Kawerak, Inc., shall select its Chairperson or his or her designee as a director.

- 2. The President/CEO.** The President/CEO of the Corporation shall serve as a non-voting ex-officio member of the Board. In such capacity, the President/CEO: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in executive sessions of the Board unless excluded by vote of a majority of the directors present and voting.
- 3. The Medical Director.** The Medical Director shall serve as a non-voting ex-officio member of the Board with the right of attendance and voice. In such capacity, the Medical Director: (i) shall not be counted for purposes of determining whether a quorum is present; (ii) shall not be entitled to vote; and (iii) may participate in those portions of executive sessions of the Board that concern subjects within the Medical Director's jurisdiction as determined by the Chairperson.

SECTION 4.5 ALTERNATE DIRECTORS.

- 1. Appointment.** For each director selected pursuant to these bylaws, the entity selecting the director shall be entitled to select up to two alternates designated the first and second alternates, to serve in the place of the director. For each alternate selected, the selecting entity shall complete and submit to the Corporation a Notice of Appointment of Alternate Directors(s) substantially in the form attached as Appendix A to these bylaws.
- 2. Applicability of Bylaws.** All provisions of these bylaws relating to directors shall apply equally to the alternates.

3. **Terms.** Each first and second alternate shall serve terms in this position until he or she dies, resigns, fails to meet the qualifications or is removed by the Board or the entity that selected him or her.
4. **Attendance at Board Meetings and Voting.**
 - a. The first alternate shall have the right to attend all or any part of any Board meeting for which the director is absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board; and
 - b. The second alternate shall have the right to attend all or any part of any Board meeting for which the director and the first alternate are both absent, and at such meeting, to act as the director (but excluding therefrom actions related to any office held by such director) and to vote in the place of the director on all matters voted upon by the Board.
5. **Committees.** In the absence of the director, the first alternate shall have the right to serve on all Board committees in place of the director, except for the Executive Committee. In the absence of the director and first alternate, the second alternate shall have the right to serve on all board committees in place of the director, except for the Executive Committee. However, if the director is the chairperson of a Board committee, the alternate shall not have the right to act as the chairperson of that committee in the absence of the director.
6. **Expenses and Meeting Fees.** The Corporation shall be required to reimburse the expenses and pay meeting fees for only one director or alternate to attend each Board meeting, even if more than one director and/or alternates attend a meeting.

SECTION 4.6 DIRECTOR TERM OF OFFICE

1. **Indefinite Term for Directors.** Unless a director dies, resigns, fails to meet the qualifications or is removed s/he shall hold office until removed by the entity that selected him or her. To allow time for NSHC to confirm the person selected is qualified, the Board shall ask the selecting entity to give notice to the Board of the name of the new director at least twenty days before the Board's next meeting.

SECTION 4.7 DIRECTOR RESPONSIBILITIES.

Each director shall:

1. Participate actively in all meetings and work sessions of the Board and of the committees on which s/he serves.
2. Participate in Board training activities.

3. Assume his or her share of committee assignments and other assigned responsibilities.
4. Report back regularly on results of Board meetings to the director's community health council or combined council meeting or follow some other accepted regular reporting procedure to his or her community.
5. Be available to hear the community's health concerns, answer questions, discuss problems, and report these concerns as appropriate.
6. Be a good example to his or her community in personal and public behavior and in health practices.
7. Assist in the recruitment of people in his or her community for training in careers in health care.
8. Support the community health council in its efforts to maintain the clinic program, assist in health revenue sharing planning, assist in water and waste system planning, support public health education and health maintenance, and support village based health programs.
9. Provide reports to the Board of all meetings s/he attends as a representative of the Corporation.

SECTION 4.8 DIRECTOR'S RESIGNATION.

A director may resign at any time by delivering written notice to the Board, the Chairperson of the Board or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

SECTION 4.9 REMOVAL OF DIRECTOR BY SELECTING ENTITY.

A director shall be automatically removed from the Board without action, upon his or her failure to meet the qualifications set forth in these Bylaws or the Corporation's Board Administrative Policies. A director may also be removed by a vote of a majority of the directors present and voting for failure to comply with the provisions of these Bylaws or the provisions of the Corporation's Board Administrative Policies. Notice of a director's removal shall be sent to the entity listed in Section 4.4 of these Bylaws that selected that director. In addition, a director may be removed from the Board at any time by the entity that selected that director.

SECTION 4.10 VACANCIES.

A vacancy in the position of director shall be filled by the entity that selected the vacating director in accordance with Section 4.4. Appointing entities shall be encouraged to fill vacancies as soon as possible to ensure their continued representation on the Board.

SECTION 4.11 CONFLICTS OF INTEREST.

- 1. Duty of Loyalty, Fair Dealing and Full Disclosure.** Directors have a duty of undivided loyalty to the Corporation. This means each director must exercise his/her powers in good faith and in the best interests of the Corporation, rather than in the director's own interests or the interests of another person or entity, including any of the entities that appointed, selected or elected a director to serve on the board of the Corporation. Conflicts of interest are not inherently illegal. However, the failure of a director to reveal a conflict of interest involving that director or another director reflects on the integrity of the director with the conflict and on each director who knew and failed to disclose another director's conflict. In addition, the failure of the disinterested directors to deal properly with a disclosed conflict reflects on the integrity of the board as a whole.

Conflicts of interest can arise because of a director's personal interests or the interests of a director's family members. Whenever a director has a direct or indirect material personal interest in an issue that comes before the board of directors for consideration, a conflict of interest is present. In these circumstances: (1) a director shall not use a corporate position for personal or immediate family member advantage; (2) a director shall not take advantage of a corporate opportunity in which it is reasonably foreseeable that the Corporation would be interested without first offering the opportunity to the Corporation; (3) a director shall not buy or sell property or services to the Corporation without first fully disclosing the terms of the transaction and the nature of his/her involvement in the sale to the Board of Directors; and (4) a director shall reveal every investment or employment relationship that the director or his/her immediate family member has with any entity involved in a transaction or issue being considered by the Board of Directors or Committee.

For purposes of this section, the Corporation adopts the following definition of "family member" as set forth in the Internal Revenue Service's Instructions for Form 990): spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

Conflicts of interest can also arise because the directors are selected by many different entities, each of which may have overlapping, competing or differing interests. This creates the potential for conflicts of interest to arise between the Corporation and each of the entities that appointed, selected or elected a director. Notwithstanding a director's duty of undivided loyalty to the Corporation, a director

may properly consider and advocate the concerns of his/her appointing, selecting or electing entity and its service population in forming a good faith business judgment of what serves the best interests of the Corporation. A director does not violate the duty of undivided loyalty merely by advancing a position that is beneficial to his/her appointing, selecting or electing entity or its service population so long as the director's actions also serve the overall best interests of the Corporation, the people it serves, its purposes, and comport with the director's general duty of care.

Each director must inform the Board or Committee of all known potential or actual conflicts of interest involving any director and, except as noted below, disclose all relevant information about the conflict to the Board or Committee. This step must occur before the Board or Committee discusses the item that gives rise to the conflict or potential conflict or as soon as the conflict or potential conflict becomes apparent. The director with the potential conflict of interest must also inform the Board or Committee whether s/he believes the potential conflict compromises his/her ability to comply with the undivided duty of loyalty to the Corporation. In addition, if any director believes that the director with the potential conflict cannot comply with his/her duty of loyalty, s/he must inform the Board or Committee. The Board or Committee, by motion adopted by a majority of disinterested directors present and voting, shall then determine whether a conflict exists. If the Board or Committee determines that a conflict exists, the director with the conflict must leave the room during the discussion and while the Board or Committee votes on the action, although s/he may answer questions regarding the transaction or arrangement prior to leaving the room.

In situations where a director believes s/he may have a potential or actual conflict of interest but confidentiality or obligations owed to another entity or person make the director unable to disclose relevant information about the conflict or facts creating the conflict, the director must advise the Board or Committee of the existence of the potential or actual conflict. Under these circumstances, because the Board or Committee will be unable to make an informed decision regarding the nature and extent of the actual or potential conflict, the director with the conflict must leave the room during the discussion and cannot vote on the action that gave rise to the actual or potential conflict of interest.

In approving an action giving rise to a conflict of interest for one or more directors, the Board or Committee shall document the names of the directors who disclosed an actual or potential conflict of interest or otherwise were found to have a conflict, the nature of the conflict, the names of the directors who were present during the discussion and vote on the action, the content of the discussion, including the consideration of any alternative actions and the information relied upon in concluding that the action was in the Corporation's best interest, and the votes for and against the action.

2. **Statement of Acceptance and Disclosure.** As part of the process for selecting directors, the selecting entity shall provide each director with a copy of this bylaw. Prior to service on the Board and annually, each director shall acknowledge in writing that s/he has received a copy of the bylaw and that s/he understands that s/he is subject to compliance with the Corporation's policy on conflicts of interest as set forth in that bylaw. Each director shall further disclose any actual or potential conflicts of interest that may exist. The acknowledgment and disclosure shall be given substantially in the form attached as Appendix C to these bylaws. All directors possess a continuing duty to disclose any actual or potential conflicts as they arise and must supplement their disclosure should new conflicts arise.
3. **Additional Policies.** The Board of Directors shall review and adopt such additional policies as it deems necessary or desirable regarding actual or potential conflict of interest situations related to the interactions with the Corporation, the operation of the Corporation and the actions of the Corporation's employees, including but not limited to nepotism, procurement, contract award and contract administration.

SECTION 4.12 BOARD MEETINGS.

1. **Annual Meeting.** The annual meeting of the Board shall be held in September each year, the exact date and time to be set by the Chairperson of the Board. The purpose of the annual meeting shall be to elect officers and transact such business as may properly come before the meeting. If the annual meeting is not held at the date or time designated, the Board shall cause the meeting to be held as soon thereafter as may be convenient.
2. **Regular Meetings.** The Board shall hold two regular meetings each year in addition to the annual meeting. The date, time, and place of the next regular meeting shall be set at each Board meeting or be determined by the Chairperson of the Board.
3. **Special Meetings.** Special meetings of the Board may be called by the Chairperson of the Board or by any eight directors.
4. **Open Meetings.** In general it shall be the policy of the Board to open its meetings to the public, except as otherwise provided in these Bylaws. It is within the discretion of the Board to close any meeting to the public, with or without cause.
 - a. **Definition of Meeting.** A meeting is defined to mean:
 - (1) A gathering when more than three directors, or a majority of the directors, whichever is less, are present; and

- (2) The directors discuss a matter on which the Board is empowered to act.

b. The following meetings shall not be open to the public:

- (1) Committee meetings so long as the committee has authority only to advise or make recommendations to the Board, and has no authority to establish policies or make decisions for the Board;
- (2) Meetings to perform a judicial or quasi-judicial function held solely to make a decision in an adjudicatory proceeding;
- (3) Meetings of hospital medical staff;
- (4) Meetings of the Board or any committee of the hospital when holding a meeting solely to act upon matters of professional qualifications, privileges or discipline; or
- (5) Meetings held for the purpose of participating in or attending a gathering of a national, state, or regional organization of which NSHC is a member, but only if no action is taken and no business of NSHC is conducted at the meetings.

SECTION 4.13 PLACE OF MEETINGS.

All Board meetings and all committee meetings shall be held at the principal office of the Corporation or at such other place, accessible to all directors entitled to attend the meeting, as may be designated by the Board, the committee, the public, or any persons entitled to call the meeting. The Board shall take all reasonable steps to ensure compliance with any applicable laws regarding accessibility for the disabled.

SECTION 4.14 MEETINGS BY TELEPHONE.

Directors and NSHC staff may participate in a Board or committee meeting through use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation in a meeting by such means shall constitute presence at the meeting and will not be considered an absence. Votes at meetings held by teleconference shall be taken by roll call. To the extent that the public desires to participate in meetings by teleconference, materials considered at the meeting should be made available at the teleconference locations, if practicable.

SECTION 4.15 NOTICE OF MEETINGS.

1. **Annual and Regular Board Meetings.** Notice of annual or regular Board meetings stating the place, date, and time of the meeting shall be given to each director in writing. Notice of annual or regular meetings shall also be given to the public in the form described by these bylaws.
 - a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least ten days before the meeting.

- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least thirteen days before the meeting. The notice shall be addressed to the director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's facsimile number as shown on the records of the Corporation.
- d. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least eleven days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
- e. **Notice to the Public.** Notice to the public shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska, at least ten days before the meeting.

2. Committee Meetings, Special Board Meetings and Emergency Meetings.

Notice of committee meetings or special Board meetings stating the place, date, and time of the meeting, and in the case of special Board meetings, specifying the purpose of the meeting, shall be given to each committee member or director in writing or orally. Notice of special meetings shall also be given to the public in the form described by these bylaws.

- a. **Personal Delivery.** If notice to directors is delivered by personal service, the notice shall be effective if delivered at least three days before the meeting.
- b. **Delivery by Mail.** If notice to directors is delivered by mail, the notice shall be deemed effective if deposited in the official government mail with postage prepaid at least six days before the meeting. The notice shall be addressed to the committee member or director's address as shown on the records of the Corporation.
- c. **Facsimile Notice.** If notice to directors is delivered by facsimile transmission, the notice shall be deemed effective when dispatched at least four days before the meeting. The notice shall be transmitted to the committee member's or director's facsimile number as shown on the records of the Corporation.
- d. **Oral Notice.** If notice to directors is delivered orally, it shall be effective if given to the committee member or director by telephone, in person, or by announcement over all available radio stations at least three days before the

meeting. Telephonic notice may be accomplished by speaking with the director or committee member, by speaking with a responsible person over the age of 18 who accepts the message on behalf of the director or committee member or by leaving a message on an answering machine.

- e. **E-Mail Notice.** If notice to directors is delivered by e-mail transmission, the notice shall be deemed effective when dispatched at least three days before the meeting. The notice shall be transmitted to the director's e-mail address as shown on the records of the Corporation.
 - f. **Notice to the Public.** Notice to the public of special meetings shall be effective if the notice is posted at NSHC's Administrative Offices in Nome, Alaska at least three days before the meeting.
 - g. **Emergency Meetings.** Notwithstanding the provisions of subsections a-f set forth above, if the Chairperson declares that an emergency has occurred and a committee or the Board must meet prior to the expiration of the notice period for a special meeting in order to prevent imminent harm to the Corporation, then the Chairperson may call a meeting on shortened time and give notice in such manner as is possible under the circumstances to the directors. The call for such meeting must include the nature of the emergency, the topics to be discussed at the meeting, and the time, date and place of the meeting. Notice shall be simultaneously posted at NSHC's Administrative Offices located in Nome, Alaska.
3. **Delivery of Notice When Vacancies Exist on the Board.** In the event that there is a vacancy on the Board, notice shall be delivered to the entity which has the authority to select a director to fill the vacancy.
 4. **Form of Notice to Public.** The notice to the public must include the date, time, and place of the meeting and, if the meeting is by teleconference, the location of any teleconferencing facilities that will be used.
 5. **Delivery of Agenda Packets.** A packet with the agenda for annual or regular meetings and all available supporting materials shall be delivered to all directors at least ten days in advance of the meeting. A packet with the agenda for special or emergency meetings and all available supporting materials shall be made available to all directors with as much notice as possible under the circumstances.

SECTION 4.16 EXECUTIVE SESSION.

1. **Executive Session.** All meetings shall convene in open session. However, the Board of Directors or any committee thereof may discuss any matter in closed or executive session on a simple majority vote of those present and voting. The President, CEO, Medical Director and General Counsel may be present during an executive session, but may be excluded at the discretion of the Board of Directors.

2. **Motion to Convene an Executive Session.** The question of holding an executive session shall be determined by a majority vote. The motion to convene an executive session must be made in public session and must clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private.
3. **Subjects Permitted to Be Discussed in Executive Session.** The Board may convene in executive session to discuss the following subjects:
 - a. Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of NSHC;
 - b. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
 - c. Matters which by law, municipal charter, or ordinance are required to be confidential;
 - d. Matters involving consideration of government records that by law are not subject to public disclosure;
 - e. Discussions relating to specific patient medical matters, including patient records and treatment and including discussions where the patient has waived the physician-patient privilege;
 - f. Personnel issues; and
 - g. Matters relating to professional qualifications, privileges or discipline.
4. **Limitations Upon Executive Session.** Subjects may not be considered at the executive session except those mentioned in the motion calling for the executive session unless auxiliary to the main question. Motions and resolutions may not be made or adopted in executive session.

SECTION 4.17 QUORUM.

The presence of a simple majority of the Directors (excluding all ex officio members) constitutes a quorum for the transaction of business at any Board meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.

SECTION 4.18 DIRECTOR VOTING RIGHTS.

1. **Number of Votes.** Each director shall have one vote.
2. **Proxies.** Directors may not vote by proxy.

SECTION 4.19 MANNER OF ACTION.

The act of the majority of the directors present and voting at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by other provisions of these bylaws, the Articles of Incorporation, or applicable law.

SECTION 4.20 ACTION BY BOARD WITHOUT A MEETING.

Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by every director. Such written consents may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

SECTION 4.21 BOARD COMMITTEES.

1. **Creation of Committees.** By resolution adopted by a majority of the number of directors fixed by these bylaws, the Board may designate and appoint one or more standing or temporary committees from its own number and invest such committees with such powers as it may see fit. The designation and appointment of any such committee and the delegation of authority thereto shall not relieve the Board or any individual director of any responsibility imposed by these bylaws, the Articles of Incorporation, or applicable law.
2. **Executive Committee.** There shall be an Executive Committee consisting of the Chairperson of the Board, the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board, the Secretary, the Treasurer, and the Assistant Secretary-Treasurer, all of whom shall be elected annually by the directors as set forth in Article V of these Bylaws, and three additional directors. The President/CEO shall serve as a non-voting ex-officio member of the executive committee.
 - a. **Board Supervision.** The Executive Committee shall be under the direction of the Board at all times and shall report its actions to the Board at such times as the Board may direct.
 - b. **Authority.** Subject to any limitations imposed by the Board, the Executive Committee shall have and may exercise all authority of the Board, except that the Executive Committee shall have no authority to:
 - (1) amend the Articles of Incorporation;
 - (2) amend these bylaws;
 - (3) adopt a plan of merger or consolidation with another corporation;
 - (4) authorize the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation;
 - (5) authorize the voluntary dissolution of the corporation or revoke proceedings therefore;

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- (6) adopt a plan for the distribution of assets of the corporation;
 - (7) fill vacancies on the Board or any committee thereof; or
 - (8) establish or dissolve other committees of the Board or appoint or remove the members thereof.
- c. **Responsibilities.** The responsibilities of the Executive Committee shall include, but not be limited to:
- (1) examination and approval of monthly financial reports;
 - (2) management of all endowment and trust funds, which funds may be deposited with a trust company or comparable agency for investment and accounting;
 - (3) development and submission to the Board of a five-year capital expenditures plan, including the year whose operating budget has been submitted to the Board, which identifies in detail the objectives of, and anticipated financing for, each anticipated capital expenditure in excess of \$1,000,000, such plan to be reviewed and updated at least once each year;
 - (4) make recommendations to the Board for strengthening leadership and management of the Corporation, including the evaluation, compensation, benefits and succession planning for the President/CEO and General Counsel);
 - (5) determination of methods for securing funds for the support of the Corporation's facilities and programs;
 - (6) supervision of all financial interests of the Corporation, including emergency approval of funds to support any capital or non-capital expenditure when the entire Board of Directors is not in session; and
 - (7) supervision of consumer relations, including the establishment and maintenance of channels of communication between the Corporation and the public and all community-related agencies, the review of complaints and suggestions from consumers, and the transmission of consumer input to the Board on methods to improve consumer acceptance of health care in the Corporation's service area.
- d. **Meetings.** The Executive Committee shall meet not less than three times per year. The date, time, and place of the next Executive Committee meeting shall be set at each Executive Committee meeting or be determined by the Chairperson of the Board. Special meetings of the Executive Committee may be called by the Chairperson of the Board or by at least four directors then serving on the Executive Committee.
- e. **Delivery of Agenda Packets.** If possible, a packet with the agenda for the Executive Committee meeting and all available supporting materials shall be delivered to all directors serving on the Executive Committee at least five days in advance of the meeting.

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- f. **Meeting Minutes.** Minutes of all Executive Committee meetings shall be prepared and retained in the permanent records of the Board. Within twelve working days following adjournment of each Executive Committee meeting, the minutes of such meeting shall be sent to all directors.
- g. **Report to the Board.** Prior to each Board meeting, the Executive Committee shall prepare a report reviewing all actions taken by the Executive Committee since the last Board meeting. The report shall be read at the Board meeting and the report of the Executive Committee shall be approved or disapproved by the Board.
3. **Standing Committees.** In addition to the Executive Committee, there shall be the following standing committees:
- a. **Clinical Services Committee.** The Clinical Services Committee shall consist of at least five directors and may be a committee of the whole upon which every director shall serve. The Chairperson shall make appointments to the Clinical Services Committee at the annual meeting each year. The President/CEO, Vice President Hospital Services (or designee), Village Health Services Director (or designee), Director of Behavioral Health, Medical Director (or designee), and Director of Nursing (or designee) shall serve as non-voting ex-officio members of the committee. Other individuals who are not directors but who possess special skills or knowledge which would contribute to the evaluation of existing clinical programs and facilities may be appointed to serve on the committee in an advisory or consultant capacity as non-voting ex-officio members. The staff liaison for the Clinical Services Committee is the Vice President Hospital Services and the Village Health Services Director. The committee shall:
- (1) receive and consider reports on the work of the medical staff and other clinical employees and make such recommendations to the Board as the committee deems in the best interests of each clinical facility and the patients served at each clinical facility;
 - (2) review and monitor corporate policies and progress of long range and annual plans developed by the administrative staff related to clinical services and make recommendations to the Board;
 - (3) promote a general understanding and awareness of the corporation's clinical facilities and services throughout the region through a planned program of public education and information dissemination;
 - (4) work with the administration, including the Vice President Hospital Services, the Village Health Services Director, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at all clinical facilities; receive and review periodic reports on the findings and recommendations of such review activities, and recommend action as appropriate to the Board;

- (5) annually review the corporation's Performance Improvement program, make recommendations to the Board and direct the President/CEO to select and support a Quality Director;
- (6) review the annual budget and make recommendations to the Finance and Audit Committee and the Board;
- (7) receive reports and recommendations from the Medical Staff and, on the basis of its review and consideration of such reports and recommendations, make recommendations to the Board of Directors concerning Medical Staff appointments, re-appointments and changes in staff status, disciplinary actions, including suspension, restriction, or revocation of appointments, and the granting or revision of clinical privileges. The Board of Directors has ultimate responsibility for such matters and acts upon the recommendations of the Clinical Services Committee;
- (8) oversee the development and implementation of appropriate policies and procedures for care, treatment and services at all clinical facilities, including any clinical practice guidelines, and make recommendations regarding such policies and procedures to the Board of Directors;
- (9) see that an integrated patient safety program is implemented at all clinical facilities;
- (10) receive recommendations from the Medical Staff regarding adoption or amendment of the Medical Staff Bylaws, Rules and Regulations, and make recommendations regarding the same to the Bylaws, Personnel and Policy Review Committee for its review, with final approval to be by the Board of Directors; and
- (11) perform such other duties as may be assigned to it by the Board of Directors.

b. Board Compliance Committee. The Board Compliance Committee shall consist of at least seven directors who are then serving on the Corporation's Board of Directors. The Chairperson shall appoint the Board Compliance Committee at the annual meeting each year. The President/CEO shall serve as a non-voting ex-officio member of the Committee. The Board Compliance Committee shall meet at least quarterly and more often if necessary. The staff liaison for the Board Compliance Committee is the Compliance Officer. The Board Compliance Committee shall perform the duties assigned to the Board Compliance Committee in the NSHC Compliance Plan including but not limited to the following:

- (1) work with the President/CEO, the Compliance Officer, and the Medical Staff to see that measures are implemented to review the quality and efficiency of health care delivered at any NSHC operated facility; receive and review periodic reports on the findings and recommendations of such review activities, and recommend appropriate action to the Board;

- (2) provide oversight of NSHC's procedures and systems to ensure that (i) NSHC's employees, directors, vendors, contractors, and operations comply with all applicable laws and regulations related to federal healthcare programs; (ii) NSHC, its employees and directors act in accordance with appropriate ethical standards; and (iii) NSHC's hospital and clinics deliver quality medical care to patients;
- (3) receive reports from the NSHC Compliance Officer, President/CEO, General Counsel, and other sources, such as special outside counsel on compliance matters; and
- (4) keep a record of its proceedings and report on its activities at each meeting of the Board of Directors and at each meeting of the Executive Committee, with such records and reports to be compliant with applicable laws, regulations and rules, including but not limited to those relating to privacy rights.

c. **Site Planning and Construction Committee.** The Site Planning and Construction Committee shall consist of the President/CEO and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Village Health Services Director and Vice President Hospital Services shall serve as non-voting ex-officio members of the committee. The President/CEO shall be a voting member. The staff liaison for the Site Planning and Construction Committee is the Project Engineer or other person designated by the President/CEO. The committee shall review space and facility needs within the Corporation and shall make appropriate recommendations to the Board regarding capital acquisitions and construction needs. If bids or quotations from a capital project exceed in the amount of monies originally approved by the Finance Committee then the capital project manager shall call for a joint Site Planning and Construction & Finance & Audit Committee

d. **Bylaws, Personnel and Policy Review Committee.** The Bylaws, Personnel and Policy Review Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The President/CEO and Vice President-Hospital Services shall serve as non-voting ex-officio members of the committee. The staff liaison for the Bylaws, Personnel and Policy Review Committee is the General Counsel. The committee shall:

- (1) review at least biannually the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and make appropriate recommendations to the Board of Directors;
- (2) review all proposed amendments to the Corporation's bylaws, Board Administrative Policies, and medical staff bylaws and shall make appropriate recommendations to the Board of Directors;
- (3) review the Behavior Health System policy manual at least annually and make appropriate recommendations to the Board of Directors;

- (4) review all finance policies and amendments thereto proposed by the finance committee;
 - (5) review new personnel policies or amendments to personnel policies proposed by staff or legal counsel and make appropriate recommendations to the Board or Executive Committee for approval;
 - (6) review the corporation's personnel policies at least biannually, identify employment trends, discuss global employee issues with the human resources department, review exit interview results, and make appropriate recommendations to the Board or Executive Committee;
 - (7) receive reports from the President/CEO regarding all department level policies that have been implemented or changed since the last meeting of the Committee and make recommendations to the President/CEO regarding such policies; and
 - (8) review all amendments to the Compliance Plan and new or amended policies related thereto proposed by the Board Compliance Committee.
- e. **Finance and Audit Committee.** The Finance and Audit Committee shall consist of the Treasurer and not less than five directors who shall be appointed by the Chairperson at the annual meeting. The Treasurer shall be a voting member of the committee and shall serve as chairperson of the committee. The Chief Financial Officer shall serve as a non-voting ex-officio member of the committee. The Finance and Audit Committee shall provide direct communication between the Board of Directors and the corporation's auditors, regularly review the corporation's financial position, review the annual budget, make appropriate recommendations to the Board and operate in accordance with its Charter attached to these Bylaws as Appendix D. The Finance and Audit Committee shall also regularly review the corporation's financial policies and procedures and make recommendations regarding such policies and procedures to the Bylaws and Policy Review Committee regarding the approval of such policies and procedures by the Board of Directors. The staff liaison for the Finance and Audit Committee is the Chief Financial Officer.
- f. **Norton Sound Health Corporation Hire & Development Committee.** The Norton Sound Health Corporation ("NSHC") Hire & Development Committee shall consist of not less than five directors who shall be appointed by the Chairperson at the annual meeting. The NSHC Hire and Development Committee shall work to achieve delivery and management of the corporation's services by tribal members and residents of the region through design and oversight/evaluation and monitoring of effective recruitment, retention and employee development programs. The staff liaison for the Hire & Development Committee is the Human Resources Director. The NSHC Hire & Development Committee shall:
- (1) evaluate the corporation's scholarship, intern and mentoring programs, develop policies regarding such programs and make recommendations

- to the Board regarding the implementation of such programs and policies;
- (2) design and evaluate programs to interest youth and young adults in the region in health careers and make recommendations to the Board regarding such programs;
 - (3) develop an employee promotion, retention, and development program and make recommendations to the Board regarding such program;
 - (4) develop a plan for hiring of tribal members and regional residents, make recommendations to the Board of the adoption of such a plan, and monitor the results of any plan adopted by the Board;
 - (5) recommend resources available to implement the corporation's goals for Alaska Native and regional resident hire and development and the work of this committee including identifying and securing funding from third parties available to support the committee's work and make recommendations to the Board regarding securing such resources; and
 - (6) make recommendations to the Board for methods to ensure the region's tribal values and cultural integrity are exemplified in the workplace.
- g. Research Ethics & Review Board.** The Research Ethics & Review Board shall consist of not less than four directors who shall be appointed by the Chairperson at the annual meeting. The Medical Director or his/her designee shall serve as a non-voting ex-officio member of the committee. The Research Ethics & Review Board shall review and periodically monitor all human research conducted in the Norton Sound region that uses any of the corporation's resources, including but not limited to patients, records, facilities or funding. The Chair of the Research Ethics & Review Board shall be a director and s/he shall be the initial point of contact for all persons desiring to conduct human research in the Norton Sound region. The Research Ethics & Review Board shall meet at least twice per year to review human research proposals to assess safety, confidentiality, degree of benefit, need for and quality of informed consent of participants, special awareness of vulnerable populations and appropriate rationale for targeting Alaska Native people in such research. The Research Ethics & Review Board shall provide direction and advice to persons proposing to conduct such research in the Norton Sound region, and shall adopt policies and procedures as deemed necessary or desirable by the Research Ethics & Review Board. The staff liaison for the Research Ethics & Review Board shall be a person with experience in health and environmental research designated by the President/CEO.
- h. Water and Sewer Committee.** The Water and Sewer committee meet at least four times a year or more often, if necessary. The President/CEO shall serve as a non-voting ex-officio member of the committee. The Chairperson shall appoint the Water and Sewer Committee at the annual meeting each year. The staff liaison for the Water and Sewer Committee shall be the Self-Governance Liaison.

- I. **Committee Requests for Information.** The chair of each standing committee listed in this Article IV, Section 4.21, subsection 3 shall be the primary point of contact between the committee and the person assigned as staff liaison to the committee. Committee members shall make requests for information needed for the performance of committee work through the committee chair, and the committee chair shall be responsible for communicating such requests to the staff liaison. Requests for information sent by a committee chair to NSHC staff shall also be copied to the Chairperson of the NSHC Board, the First Vice Chairperson of the NSHC Board, the President/CEO, and the General Counsel.
4. **Other Standing or Temporary Committees.** Committees other than the Executive Committee and the standing committees described above shall have such authority as may be given to them by the Board.
5. **Standing or Temporary Committee Meetings.** All standing or temporary committees shall meet upon the call of the Chairperson of such committee with the concurrence of the Chairperson of the Board. Special meetings of any standing or temporary committee may be called by the Chairperson of the Board, the Chairperson of the committee, or by a majority of the persons serving on the committee.
6. **Delivery of Agenda Packets.** If possible, a packet with the agenda for a committee meeting and all available supporting materials shall be delivered to all directors serving on that committee at least five days in advance of the meeting.
7. **Quorum.** A majority of the number of persons with voting rights composing the committee shall constitute a quorum for the transaction of business at any committee meeting. If a quorum is not present at a meeting, a majority of the directors present and voting may adjourn the meeting.
8. **Manner of Action.** The act of a majority of the persons with voting rights present and voting at a meeting at which there is a quorum shall be the act of the committee. Committees may also take action by unanimous written consent executed by each committee member.
9. **Committee Reports.** A written report of all standing or temporary committee meetings shall be prepared and included in such committee's report to the Board. All recommendations of a committee shall be presented to the Board in writing.
10. **Resignation of Committee Member.** Any member of any committee may resign at any time by delivering written notice to the Board, the Chairperson of the Board, the Chairperson of the committee, or the Secretary, or by giving oral notice at any committee meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or

the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.

11. **Removal of Committee Member.** The Board may remove any member of any committee elected or appointed by it, but only by the affirmative vote of a majority of the number of directors fixed by these bylaws.

SECTION 4.22 DIRECTOR ACCESS TO INFORMATION.

All directors may request information pertaining to corporate business through the Chairperson of the Board. The office staff shall assist in obtaining and providing such information as instructed by the Chairperson of the Board. Committee chairs may request information pertaining to the performance of committee responsibilities and duties through their staff liaison person as set forth in Article IV, Section 4.21 above.

ARTICLE V. OFFICERS

SECTION 5.1 NUMBER AND QUALIFICATIONS.

The officers of the Corporation shall be a Chairperson of the Board, a First Vice Chairperson of the Board, a Second Vice Chairperson of the Board, a Secretary, a Treasurer, and an Assistant Secretary-Treasurer. Each of the foregoing officers shall be directors and shall be annually elected by the Board. Other officers may be elected by the Board, with such officers to have such authority, perform such duties, and hold office for such period as may be determined by the Board.

The Board shall also select other non-voting officers as set forth in section 5.11 of these Bylaws.

The Board may assign any officer any additional title, as it deems appropriate. The Board may delegate to any officer the power to appoint subordinate officers or agents and to prescribe their respective authority, duties, and terms of office. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary.

SECTION 5.2 ELECTION AND TERMS OF OFFICE.

Except as set forth in section 5.1, the voting officers of the Corporation shall be elected each year by the Board at the annual meeting of the Board. If the election of voting officers is not held at such meeting, the election shall be held as soon thereafter as a Board meeting may conveniently be held. Unless an officer dies, resigns, or is removed from office, s/he shall hold office until the next annual meeting of the Board or until his or her successor is elected and qualifies, whichever occurs first.

SECTION 5.3 RESIGNATION.

Any officer elected by the Board may resign at any time by delivering written notice to the Chairperson of the Board, the President/CEO, or the Secretary, or by giving oral notice at any meeting of the Board. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon the delivery of the resignation or the giving of oral notice. Acceptance of such resignation is not required to make it effective.

SECTION 5.4 REMOVAL.

All officers elected by the Board serve at the pleasure of the Board and may be removed with or without cause, by a two-thirds vote of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 5.5 VACANCIES.

A vacancy in any office elected by the Board created by any cause may be filled by the Board for the un-expired portion of the term.

SECTION 5.6 CHAIRPERSON OF THE BOARD.

- 1. Qualifications.** The Chairperson of the Board must have:
 - a. The confidence of the Board to represent them on their behalf;
 - b. The ability and willingness to represent the region, and to act fairly and impartially with respect to the region as a whole;
 - c. The ability to present himself or herself in a professional and respectful manner;
 - d. The ability and willingness to attend local, state, and national meetings and address issues on behalf of the Board, sometimes on short notice;
 - e. The ability and willingness to address issues in a fair but also firm manner;
 - f. The ability to report to the Board in a clear and concise manner;
 - g. The ability to understand issues and be conversant regarding Board positions; and
 - h. Knowledge of parliamentary procedures, and the ability to orchestrate meetings consistent with such procedures.

- 2. Duties and Responsibilities.** The Chairperson of the Board shall perform such duties as set forth in the Board Administrative Policies, these Bylaws or as shall

be assigned to him or her by the Board and shall preside over meetings of the Board, unless another officer is designated by the Board to act as Chairperson of such meeting. For all committees except the Executive Committee, the Chairperson shall appoint directors to serve on each committee annually and fill vacancies in committees as needed.

3. Chairperson's Resignation.

- a. **Voluntary Resignation.** A Chairperson may resign at any time by delivering written notice to the Board, the President/CEO, or the Secretary, or by giving oral notice at any Board meeting. Such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery of the resignation or the giving of oral notice. Acceptance of such resignation shall not be required to make it effective.
- b. **Involuntary Resignation.** A Chairperson shall be deemed to have involuntarily resigned if the Board, by the affirmative vote of two-thirds of the number of directors fixed by these bylaws, determines that the Chairperson has failed to fulfill his or her obligations as a chairperson as set forth in these bylaws.

SECTION 5.7 VICE CHAIRPERSONS OF THE BOARD.

Vice Chairpersons of the Board shall perform such duties as may be assigned to them by the Board or the Chairperson of the Board. In the event of the death of the Chairperson of the Board or his or her inability to act, the First Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board. In the event of the death or inability to act of both the Chairperson of the Board and the First Vice Chairperson of the Board, the Second Vice Chairperson of the Board shall perform the duties of the Chairperson of the Board, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Chairperson of the Board.

SECTION 5.8 SECRETARY.

The Secretary shall have the power to delegate the following duties:

1. Keep the minutes of meetings of the Board and Board committees in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
3. Be custodian of the corporate records of the Corporation;
4. Keep registers of the post office address of each director;
5. Sign with the President/CEO, or other officer authorized by the Board or the Chairperson of the Board, deeds, mortgages, bond, contracts, or other instruments; and

6. Perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.9 TREASURER.

The Treasurer shall have the power to delegate the following duties:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these bylaws; and
3. Perform all duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the Board or the Chairperson of the Board.

SECTION 5.10 ASSISTANT SECRETARY-TREASURER.

In the event of the death of the Secretary or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Secretary, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Secretary. In the event of the death of the Treasurer or his or her inability to act, the Assistant Secretary-Treasurer shall perform the duties of the Treasurer, except as may be limited by the Board, with all the powers of and subject to all the restrictions upon the Treasurer.

SECTION 5.11 NON-VOTING OFFICERS.

The Board of Directors shall elect the following nonvoting officers who shall be employees of the Corporation but shall not be Directors:

1. President/CEO.

- a. **Authority.** The President/CEO shall be the chief executive officer of the Corporation. Subject to the Board's control, the President/CEO shall control and supervise all of the business, affairs, and assets of the Corporation. The President/CEO shall act as the duly authorized representative of the Board in all matters on which the Board has not formally designated a representative. The President/CEO may sign deeds, mortgages, bonds, contracts, or other instruments, (i) when the signing and execution thereof have been expressly delegated by the Board to the President/CEO; (ii) when a Committee, including the Executive Committee, authorizes the President/CEO to sign and execute such

document; (iii) when the Chairperson authorizes the President/CEO to sign and execute such document.

- b. **Committees and Meetings.** Except as otherwise provided in these bylaws or by the Board, the President/CEO shall serve as a non-voting, ex-officio member of all Board committees. The President/CEO shall prepare a report of each committee meeting for submission to the Board at the next Board meeting.
 - c. **Duties and Responsibilities.** The President/CEO is directly responsible to the Board and the Executive Committee for the administration of the affairs of the Corporation. The President/CEO shall report to the Board on the activities and progress of corporate projects and programs. The President/CEO's duties shall be set forth in a job description, which shall be an exhibit to his/her contract. In addition, the President/CEO shall perform whatever other duties the Board prescribes. The President/CEO shall ensure that all corporate expenditures are substantiated by invoice, purchase order, or contract, are within the Corporation's operating budget, and are approved by the President/CEO or an appropriate Vice President to whom the President/CEO has delegated this function.
 - d. **Absence, Death or Inability to Act.** During temporary absences from Nome, the President/CEO shall delegate his/her duties and powers to such non-voting employee officers of the Corporation as he/she deems appropriate. During such absences, the President/CEO will maintain contact with NSHC via telephone, email, fax and other communication methods to the maximum extent possible. In the event of the death, resignation or removal of the President/CEO, the Board shall designate an acting President/CEO.
2. **Vice Presidents.** Each Vice President shall perform such duties as may be delegated or assigned to that Vice President by the CAO, COO, the President/CEO, or the Board and as set forth in that Vice President's contract, if any, and job description. Each Vice President is responsible for containing total division personnel expenses within the amount budgeted for that Vice President's division. Within a given fiscal year, changes in job descriptions for each division shall be reviewed by the Vice President of such division, and salaries or wages for each job shall be fixed pending approval of the President/CEO and confirmation that such amounts are within the total budget established by the Board of Directors. Each Vice President serves at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if a Vice President's employment with the Corporation is terminated, such person's status as a Vice President shall automatically terminate. Each Vice President's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of a Vice-President shall be without prejudice to the contract rights, if any, of the person so removed.

3. **General Counsel.** The Corporation may employ a General Counsel, who shall be an attorney licensed to practice law in the State of Alaska (or licensed in another state as long as such attorney obtains his/her license to practice law in Alaska within one year of the date of hire by the Corporation). The duties, reporting relationships, administrative oversight, and other aspects of the General Counsel position shall be set forth in a job description approved by the Board of Directors. Unless otherwise directed by the Board of Directors, General Counsel shall be the Corporation's primary contact person with outside counsel.
4. **Other Non-voting Employee Officers.** The Board of Directors may create such other officer positions, including but not limited to, a chief administrative officer ("CAO"), a chief operating officer ("COO"), Village Health Services Director ("VHS Director"), Human Resources Director ("HR Director"), and chief financial officer ("CFO"), as it deems necessary. Such officers shall be employees of the Corporation and shall report as set forth in the Corporation's organizational chart. Each such officer shall serve at the pleasure of the President/CEO, may be removed with or without cause by the President/CEO and if their employment with the Corporation is terminated, their status as an officer shall automatically terminate. Each person's status as an officer of the Corporation shall be subject to annual election by the Board of Directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the person so removed.
5. **Qualifications .** In addition to the qualifications required for a non-voting officer set forth in the corporation's policies, job descriptions and employment contract, if any, a person may not serve as a non-voting officer if (a) under 42 U.S.C. § 1320a-7, his/her service would allow the Secretary to exclude the corporation from participation in any state or Federal health care program for reasons including but not limited to, having been convicted of certain crimes set forth in 42 U.S.C. § 1320a-7; or (b) s/he fails to comply with the requirements applicable to such non-voting officer under Alaska's Barrier Crimes Act and the regulations promulgated thereunder (7 AAC 10).

SECTION 5.12 SALARIES.

Directors shall be compensated for their service as directors and officers as set forth in the Board Administrative Policies. The salaries and benefits of the President/CEO and General Counsel shall be as fixed by the Board or by any person or persons to whom the Board has delegated such authority.

ARTICLE VI. ADMINISTRATIVE AND FINANCIAL PROVISIONS

SECTION 6.1 CONTRACTS.

The Board may authorize any officer or agent to enter into any contract or to execute and deliver such instrument in the name of and on behalf of the Corporation. Such authority may be general or limited to specific instances.

SECTION 6.2 LOANS, NOTES, CHECKS, ETC.

Unless authorized by the Board, no loans shall be contracted on behalf of the Corporation, no notes or other evidence of indebtedness shall be issued in its name, and no checks, drafts, or other orders of the payment of money shall be issued in its name. Such authorization may be general or limited to specific instances.

SECTION 6.3 LOANS TO OFFICERS AND DIRECTORS.

The Corporation shall make no loans to its officers or directors.

SECTION 6.4 DEPOSITS.

All funds of the Corporation not otherwise employed shall be deposited in the name of the Corporation in such banks, trust companies, or other depositories as the Board may select. All demand deposits and short term investments shall be fully collateralized with federal securities.

SECTION 6.5 BOOKS, RECORDS, MINUTES.

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and Board committees, and such other records as may be necessary or advisable.

SECTION 6.6 CORPORATE SEAL.

The corporate seal of the Corporation shall consist of a circle within which is depicted the service area, the initials of the Corporation, the year the Corporation was founded, and a harpoon.

SECTION 6.7 ACCOUNTING YEAR.

The accounting year of the Corporation shall be the twelve months ending September 30.

SECTION 6.8 RULES OF PROCEDURE.

The rules of procedure at meetings of the Board and Board committees shall be rules contained in Robert's Rules of Order on Parliamentary Procedure, newly revised, in the edition selected by the Chairperson, so far as applicable and when not inconsistent with these bylaws, the Articles of Incorporation, or any resolution of the Board.

SECTION 6.9 RESOLUTIONS.

The Board is authorized to adopt, amend, and repeal such resolutions as it deems necessary to clarify and define its duties.

SECTION 6.10 MEDICAL STAFF.

- 1. Establishment, Organization, and Operation.** The Board of Directors shall cause to be created a Medical Staff organization comprised of the physicians and appropriate other persons who are appointed to membership and granted clinical privileges to provide care and treatment to patients in the hospital under Medical Staff Bylaws approved by the Board. The Board shall consider recommendations of the Medical Staff and appoint to the Medical Staff physicians and others who meet the qualifications for membership as set forth in the Bylaws of the Medical Staff. The Medical Staff shall operate within the guidelines of the Medical Staff Bylaws and Rules and Regulations and the applicable laws governing the practice of medicine in the State of Alaska.
- 2. Responsibilities of the Medical Staff.**
 - a.** The Medical Staff shall be responsible for evaluating and supervising the standards of medical practice conducted by members of the Medical Staff and those practitioners granted privileges pursuant to the Medical Staff Bylaws. The Medical Staff shall submit to the Board of Directors, from time to time and as required by the Board of Directors, appropriate reports concerning the quality of medical care and quality assessment and improvement mechanisms being conducted by the Medical Staff of the hospital.
 - b.** The Medical Staff shall make recommendations to the Board through the Clinical Services Committee concerning:
 - (1)** appointments, reappointments, and other changes in staff status;
 - (2)** granting of specific clinical privileges based upon the individual practitioner's demonstrated ability to perform competently in those areas at time of appointment and at least biennially thereafter;
 - (3)** disciplinary actions;
 - (4)** all matters relating to professional competency and patient care; and
 - (5)** such specific matters as may be referred to it by the Board.

- c. The criteria to be used for determining a practitioner's ability to provide patient care, treatment and services within the scope of the privileges requested shall be established upon the recommendation of the Medical Staff and approved by the Board. Such criteria shall include at least the following:
- (1) current licensure and/or certification, as appropriate, verified with the primary source;
 - (2) the applicant's specific relevant training, verified with the primary source;
 - (3) evidence of physical ability to perform the requested privileges, consistent with applicable law;
 - (4) data from professional practice review by an organization that currently privileges the applicant, if available;
 - (5) peer and/or faculty recommendations; and
 - (6) when renewing privileges, review of the practitioner's performance within the hospital.

3. Right of Representation at Clinical Services Committee Meetings and Board of Directors Meetings. The Medical Staff may elect one of its members to represent it as an ex-officio non-voting member of the Clinical Services Committee. The Medical Director, or his/her designee, shall be an ex-officio member of the Board of Directors, without voting rights.

4. Medical Staff Membership and Privileges.

- a. Individuals applying for Medical Staff membership and privileges and/or renewal or changes of current membership and privileges shall complete the hospital medical staff credentialing procedure through the office of the Vice President-Hospital Services. The Medical Staff shall verify information in the application pursuant to its credentials function.
- b. Applications for appointment, reappointment or changes in clinical privileges shall be presented by the Medical Staff Director or Vice President-Hospital Services on behalf of the Medical Staff to the Board through the Clinical Services Committee for review, delineation of privileges, and appointment or non-appointment. The Vice President-Hospital Services and the Medical Staff Director shall have the authority to grant temporary privileges until applications can be presented to the Executive Committee or Board consistent with accreditation standards. Members of the Medical Staff shall operate only within the scope of privileges granted. No appointment may be for a period greater than two (2) years.

SECTION 6.11 AUXILIARY ORGANIZATIONS.

Any auxiliary organization wishing to provide volunteer services to those individuals under the care of Corporation staff shall provide a written proposal to the Board. Such proposal shall include a charter, purpose, and function. If the proposal is accepted by the Board, the mechanism for such services shall be established by the Board.

SECTION 6.12 INDEPENDENT AUDITOR SELECTION.

The Board shall select the auditor and provide for an annual independent audit of the accounts and financial transactions of the Corporation. The audit shall be performed by a Certified Public Accountant firm who has no personal interest, direct or indirect in the fiscal affairs of the Corporation.

ARTICLE VII. INDEMNIFICATION

SECTION 7.1 INDEMNIFICATION OF DIRECTORS AND NON-EMPLOYEE OFFICERS.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that s/he is or was a Director or officer of the Corporation or, while a Director or officer, s/he is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action or failure to act in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer, employee or agent, may, upon the approval of a majority of the Board of Directors, be indemnified and held harmless by the Corporation, for all claims, excepting only those based upon intentional acts or omissions which the Board determines were not taken in good faith, and against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and necessarily incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 7.2 of this Article VII with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section 7.1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses

in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of a promissory note, made by or on behalf of such Director or officer, promising to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 7.1 or otherwise. A majority of the Board of Directors shall determine whether it is necessary for the promissory note to be wholly secured, partially secured or unsecured, and the nature of the security, if any.

SECTION 7.2 RIGHT OF CLAIMANT TO BRING SUIT.

If a claim for which indemnification is authorized under Section 7.1 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, including the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

SECTION 7.3 PRESUMPTIONS.

The claimant shall have the burden of proving s/he is entitled to indemnification under this Article VII and must submit a written claim and request for the Board to approve his/her indemnification to the Board (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation). If the Corporation rejects a claimant's request for indemnification, a claimant may resubmit his/her request at a later date for the Board's consideration. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

SECTION 7.4 NONEXCLUSIVELY OF RIGHTS.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition which arises upon approval of a majority of the Board pursuant to Section 7.1 of this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, or disinterested Directors or otherwise.

SECTION 7.5 INSURANCE, CONTRACTS AND FUNDING.

The Corporation may maintain insurance at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Alaska Stat. 10.20. et. seq. or any successor statute thereto. The Corporation may enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Section 4 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article VII.

SECTION 7.6 INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION.

The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VII with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation (except the provisions of Section 7.3 hereof) or pursuant to rights granted pursuant to, or provided by, Alaska law.

ARTICLE VIII. AMENDMENTS


These bylaws may be amended or repealed and new bylaws may be adopted by the Board, provided that a statement setting forth a proposed amendment is delivered in writing to the Board at any properly called meeting of the Board as permitted under these bylaws. The Board shall review the proposed amendment and place the matter on the agenda of the next properly called meeting of the Board as permitted under these bylaws, where action to adopt such amendment will be taken or may take action immediately if at least two-thirds of the directors present and voting cast votes in favor of doing so. These bylaws will be reviewed in their entirety by the Board at least once every two years for purposes of determining the need for amendments.

CERTIFICATION OF ADOPTION

These amended and restated Bylaws were adopted by the Board of Directors of Norton Sound Health Corporation at a meeting held **September 23, 2021**, at which a quorum was present.


Board Chairperson

10/07/21


Board Secretary

APPENDIX A

NOTICE OF APPOINTMENT OF ALTERNATE DIRECTOR(S)

The undersigned entity hereby provides notice to Norton Sound Health Corporation that it has appointed the following alternate director(s) for the director identified below to serve until such alternate dies, resigns, fails to meet the qualifications or is removed by the Board or the undersigned entity. Each alternate shall be required to comply with all bylaws of the Corporation, including: 1) submission of the required conflict of interest statement, 2) submission of a certification that the alternate has not been convicted of a felony or any crime involving dishonesty or moral turpitude, 3) compliance with the Alaska Barrier Crimes Act; and 4) compliance with the Corporation's drug and alcohol testing policy.

Name of Director: _____
Address: _____

Name of First Alternate: _____
Address: _____

Name of Second Alternate: _____
Address: _____

Dated this ____ day of _____, _____.

Name of Entity: _____
By: _____
Title: _____

[Handwritten signature]

Approved September 23, 2021

APPENDIX B

DIRECTOR'S CERTIFICATION

To the Board of Directors of Norton Sound Health Corporation (“NSHC”):

I, _____, am a

____ director _____ alternate _____ non-voting officer (employee)

of NSHC and hereby certify to NSHC, under penalty of perjury for false statements, that:

1. I have **never** been convicted of any of the following crimes:

- Any misdemeanor or felony related to the delivery of a health care item or service under the Medicare program or a state Medicaid program;
- Any misdemeanor or felony related to neglect or abuse of patients in connection with delivery of a health care item or service;
- Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility or other financial misconduct if (i) the criminal act occurred after August 21, 1996 and (ii) involved a health care program or delivery of a health care service or item operated by or financed by any federal, state or local governmental agency;
- A misdemeanor relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance regardless of when the criminal act occurred;
- A felony relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance if the criminal act occurred after August 21, 1996;
- Any misdemeanor or felony relating to fraud, theft, embezzlement, breach of fiduciary duty or other financial misconduct if the criminal act occurred after August 21, 1996 and involved a program operated by or financed by a federal, state or local government agency that is not a health care program;
- A conviction for interference with or obstruction of an investigation into any of the crimes listed above.

The term “convicted” means (a) judgment entered by a court even if an appeal is pending; (b) judgment entered by a court even if it has been “expunged” which means the record has been sealed or destroyed after a certain period of time; (c) a finding of guilt by a court; (d) when a plea of guilty or *nolo contendere* has been accepted by the court; and (e) when a person has entered into a first offender, deferred adjudication, or other type of arrangement or program where the conviction has been withheld.

2. If I am a medical provider, I further certify that I have **never** had a monetary penalty imposed on me for a violation of any state or federal program nor have I ever been excluded from participating in the Medicare or a Medicaid program because of a program violation.

3. While I am a NSHC director, alternate or non-voting officer, I will advise NSHC’s Executive Committee and President/CEO immediately if (i) I am ever convicted of any of the crimes listed in 1, above, (ii) if a monetary penalty is ever imposed on me for a violation of any state or federal program as a health care provider, or (iii) if I am ever excluded from participating in the Medicare or a Medicaid health care program because of a program violation.

Approved September 23, 2021

4. I have been convicted of the following felonies, none of which are included in the list set forth in 1, above:

<u>Criminal Charge</u>	<u>Date</u>	<u>State/Federal Court</u>

(Please write "none" if you have never been convicted of a felony in any state or federal court.)

5. I have not been convicted of a misdemeanor for importation of alcohol or the use or possession of an illegal drug within five (5) years of the date of this certification.

6. I understand that if this certification is inaccurate in any way:

- The NSHC board of directors can refuse to seat me on the NSHC Board;
- If I am serving on the NSHC board of directors, I can be asked to resign my seat on the NSHC Board of Directors and, if I fail to resign, I can be immediately removed from the NSHC Board of Directors by vote of the Executive Committee.
- If I am a non-voting officer of NSHC, the Executive Committee or President/CEO can immediately terminate my employment with NSHC.

I further understand that NSHC shall communicate the reason for my removal as a director or alternate to the entity that selected me so that the entity can select a new director or alternate who meets the qualifications set forth in NSHC's bylaws.

7. In recognition of NSHC's need for state and federal funding and the impact that my conviction of certain crimes may have on NSHC's funding, I hereby waive any expectation of privacy or privacy rights that I might have under any law, regulation, ordinance, policy or bylaw and authorize NSHC to release any information regarding the matters set forth in this certification to any person or entity, including but not limited to NSHC's attorneys, officers, directors, employees and the members of the village council or other entity that selected me to serve on the NSHC board.

8. I hereby certify that I understand that any question as to whether I am disqualified from service on the Board of Directors on the basis of such a conviction shall be resolved solely by action within the discretion of the Executive Committee of the Board of Directors of the Corporation.

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

The undersigned entity declares that it has verified the certification made above and has raised any questions with the Executive Committee of the Board of Directors of Norton Sound Health Corporation.

Dated this _____ day of _____, _____.

Name of Entity: _____

By: _____

Title: _____

APPENDIX C

Acknowledgement and Disclosure

To the Board of Directors of Norton Sound Health Corporation:

I hereby acknowledge that I have received a copy of Section 4.11 of the Corporation's bylaws concerning conflicts of interests. I understand that I am required to comply with the Corporation's policy on conflicts of interest as set forth in that bylaw. I understand that the failure to disclose any conflict or potential conflict of interest as provided in said policy may subject me to legal liability, dismissal, or action or claims, and I understand that I am under a continuing duty to disclose any actual or potential conflicts of interests as they may arise. I therefore state as follows:

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. I am not aware of any current or potential conflicts of interest with the Corporation.

() I am presently in conformity with said bylaw and have been in conformity with it during the preceding twelve-month period. However, I wish to disclose the following information:

Dated this ____ day of _____, _____.

Signature: _____

Print name: _____

APPENDIX D

CHARTER FOR THE FINANCE AND AUDIT COMMITTEE

OBJECTIVE

The objective for the Finance and Audit Committee is to assist the Board of Directors in its oversight of Norton Sound Health Corporation's financial affairs, including the Corporation's financial policies, financial condition, financial planning, operational and capital budgeting, debt structure, debt financing and refinancing and other significant financial matters involving the Corporation.

RESPONSIBILITIES

The Committee's primary duties and responsibilities are as follows:

- **Budgets**
 - Review and recommend to the Board for approval an annual operating budget for the Corporation and its components.
 - Review and recommend to the Board for approval an annual capital expenditures budget for the Corporation and its components. If deemed appropriate by the Committee, review and recommend to the Board for approval projected capital expenditures budgets for one or more succeeding years.
- **Debt, Financing and Refinancing**
 - Evaluate and monitor the Corporation's long and short-term indebtedness, debt structure, collateral or security therefore, cash flows, and uses and applications of funds.
 - Evaluate and recommend to the Board for approval proposed debt financings and refinancings, including (i) interest rate and whether the rate will be fixed or floating rate; (ii) collateral or security, if any; (iii) issuance costs; (iv) banks, investment banks and underwriters retained or compensated by the Corporation in connection with any financing or refinancing
 - Review and approve all guarantees or other obligations for the indebtedness of any third party.
 - Periodically review the Corporation's rating from credit rating agencies.
- **Risk Management and Insurance**
 - Review and recommend to the Board for approval the Corporation's risk management policies and procedures.
 - Review and recommend to the Board for approval the Corporation's insurance coverages, including (i) identity and rating of carriers; (ii) premiums; (iii) retentions; (iv) self-insurance and captive insurance arrangements; (v) stop-loss policies; and (vi) all other aspects of insurance coverage for healthcare institutions.

- **Finance Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's Finance policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Investment Policies**
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's cash management and cash investment policies, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
 - Review and recommend to the Bylaws, Personnel and Policy Review Committee for approval the Corporation's investment policies relating to assets of any employee benefit plan maintained and controlled by the Corporation, utilizing the advice of financial consultants as the Committee deems necessary or desirable.
- **Travel Review**
 - Due to the sensitive and large amount of patient and other travel paid for by the Corporation, the Finance and Audit Committee will review and approve travel policies.
 - As it deems necessary, review specific travel made by Board, management, employees or patients.
- **Corporate Credit Cards**
 - Review the credit card statements for the corporate credit cards, including appropriate receipts or other support for all charges, for all corporate credit cards held by the Corporation or its officers.
- **General**
 - Select and terminate the services of all outside financial advisors, financial consultants, banks, investment banks, and underwriters for the Corporation. Review periodically the Corporation's significant commercial and investment bank relationships.
 - Perform any other duties and responsibilities as the Board may deem necessary, advisable or appropriate for the Committee to perform.
 - Perform any other duties and responsibilities as the Committee deems appropriate to carry out its purposes as provided in this Charter.
 - Report on a regular basis, but no less frequently than quarterly, to the Board concerning the Corporation's financial affairs. Urgent and time sensitive matters shall be reported at the next regular or special Board meeting.

COMMITTEE MEMBERSHIP

The Finance and Audit Committee shall consist of at least six directors, one of whom shall be the treasurer. The Committee's membership, the chairperson, the call and conduct of Committee meetings, the preparation of Committee minutes, and the Committee's other activities shall be appointed, conducted and accomplished in accordance with applicable provisions of the Bylaws, the Board Administrative Policies, and the Corporate Governance Principles adopted by the Corporation's Bylaws, Personnel and Policy Review Committee as ratified by the Board of Directors.

COMMITTEE MEETINGS

The Finance and Audit Committee shall meet quarterly. Additional meetings may occur as the Committee or its chair deems advisable.

RESOURCES AND AUTHORITY OF THE COMMITTEE

The Finance and Audit Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the sole authority to select, retain, terminate, and approve the engagement and other retention terms of special counsel or other experts or consultants, as it deems appropriate.

OTHER

The charter of the Finance and Audit Committee shall be reviewed and approved at least annually by the Finance Committee and the Board of Directors.

RESOLUTION OF THE COUNCIL OF THE VILLAGE OF
NOME

SUBJECT

Authority of NORTON SOUND HEALTH CORPORATION to enter contracts and grants with the Indian Health Service or other funding and regulatory agencies with the authority of Public Law 93-638.

WHEREAS, Congress in Public Law 93-638 has enacted a far reaching Indian Self-Determination Policy; and

WHEREAS, This policy grants Alaska Native villages the sovereign right to designate tribal organizations which shall have the authority to provide services through contracts or grants with the Federal Government under Public Law 93-638 for the provision of Governmental services to Native peoples; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has village representation and traditionally provided information both to and from the village on health related matters; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION is controlled and operated by a BOARD OF DIRECTORS, the majority of whom are appointed by the tribal governments of communities served by NORTON SOUND HEALTH CORPORATION; and

WHEREAS, the NORTON SOUND HEALTH CORPORATION has provided health care services of high quality to the people of NOME, Alaska; and

WHEREAS, it is in the interest of the village of NOME to insure so far as possible the stability and continuity of NORTON SOUND HEALTH CORPORATION health program; and

WHEREAS, the ALASKA NATIVE HEALTH BOARD as a State-wide entity representing the interests of all Native people on health care matters at Alaska State Government and Federal Government levels; and

NOW, THEREFORE LET IT BE RESOLVED:

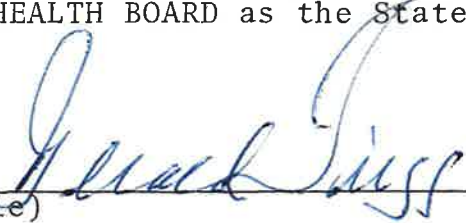
1. NORTON SOUND HEALTH CORPORATION for NOME village, NOME, Alaska, representing the above cited village to apply for, negotiate, appeal from adverse decisions, and secure contracts and grants with the Indian Health Service of the Department of Health, Education and Welfare for health care and related programs serving Native people of NORTON SOUND HEALTH CORPORATION region. This authority is to include other funding either private or regulatory agencies.
2. NORTON SOUND HEALTH CORPORATION; is further authorized to act on behalf of this village on health and related services. All funding and regulatory agencies involved with health and related services are authorized to deal with NORTON SOUND HEALTH CORPORATION on this basis, and THE NORTON SOUND HEALTH CORPORATION BOARD OF DIRECTORS shall be authorized to accept funding for health and related service projects for this village from all funding agencies private and public.
3. NORTON SOUND HEALTH CORPORATION shall keep the village of NOME informed about its activities by corresponding or communicating with NOME ESKIMO COMMUNITY at NOME, ALASKA and the Corporation shall be required to notify the village of pending contract instruments or applications and provide this village with a detailed annual report describing its activity and projects including financial statements.

4. Each funding and regulatory agency is requested to send appropriate documents and correspondence to NORTON SOUND HEALTH CORPORATION for distribution to the villages to be served by the funding received.

5. The scope and terms of any agreement entered into by NORTON SOUND HEALTH CORPORATION under the authority of this resolution shall be the maximum allowed by Law. The village of this resolution reserves the right to provide for any program exception it so desires.

6. The authority contained in this resolution shall commence immediately and shall extend until specifically repealed by resolution of this council.

7. This authority is delegated to NORTON SOUND HEALTH CORPORATION with power of redelegation for the purposes outlined by this resolution. Redlegation will be to ALASKA NATIVE HEALTH BOARD as the Statewide entity representing our interests.



(Title)

President

Certification

The foregoing resolution was adopted at a duly convened meeting of the IRA Council of the NOME, ESKIMO COMMUNITY, a quorum being present this 10th day of October, 1978.



Secretary