LEGISLATIVE SUMMARY SHEET

Tracking No. 0173-21

DATE: August 17, 2021

TITLE OF RESOLUTION: AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 5301 *ET SEQ.* (P.L. 93-638, AS AMENDED), FOR A FIVE (5) YEAR TERM FOR THE PERIOD BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2026 FOR THE NAVAJO NATION HIGHER EDUCATION PROGRAM; APPROVING AND AUTHORIZING THE NAVAJO NATION HIGHER EDUCATION PROGRAM FISCAL YEAR 2022 ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK

PURPOSE: An action related to the Health, Education and Human Services, Budget and Finance, and Naabik'iyati' Committees; approving and authorizing a contract between the Navajo Nation and the United States Department of the Interior under 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, as amended), for a five (5) year period beginning January 1, 2022 and ending December 31, 2026, for the Navajo Nation Higher Education Program; approving and authorizing the Navajo Nation Higher Education Program Fiscal Year 2022 Annual Funding Agreement and Scope of Work.

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate to review each proposed resolution in detail.

5-DAY BILL HOLD PERIOD: Voluntary
Website Posting Time/Date: August 19, 2021 4:55pm
Posting End Date: August 24, 2021
Eligible for Action: August 25, 2021

Health Education & Human Services Committee
Thence
Budget & Finance Committee
Thence
Naabik'íyáti' Committee

PROPOSED STANDING COMMITTEE RESOLUTION

24th NAVAJO NATION COUNCIL - Third Year, 2021

INTRODUCED BY

Daniel E. Tso

(Sponsor)

TRACKING NO. 0173-21

AN ACTION

RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 5301 *ET SEQ.* (P.L. 93-638, AS AMENDED), FOR A FIVE (5) YEAR TERM FOR THE PERIOD BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2026 FOR THE NAVAJO NATION HIGHER EDUCATION PROGRAM; APPROVING AND AUTHORIZING THE NAVAJO NATION HIGHER EDUCATION PROGRAM FISCAL YEAR 2022 ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK

BE IT ENACTED:

SECTION ONE. AUTHORITY

A. The Health, Education and Human Services Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. § 400.

B. The Health, Education and Human Services Committee is the oversight committee for the Higher Education Program of the Navajo Nation. 2 N.N.C. § 400(C)(1).

C. The Budget and Finance Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. § 300.

D. The Budget and Finance Committee is authorized to approve and accept contracts from federal authorities upon the recommendation of the standing committee which has oversight of the program which requested the contract. 2 N.N.C. § 301(B)(15).

E. The Naabik'íyáti' Committee is authorized to approve contracts between the Navajo Nation and the United States Department of Interior for the implementation of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §5301 *et seq.* (P. L. 93-638 as amended). 2 N.N.C. §701(A)(12).

SECTION TWO. FINDINGS

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

B. It is in the best interest of the Navajo Nation to enter into a contract with the United States Department of Interior Bureau of Indian Affairs for the contract term as set forth in the documents attached as **Exhibit A.**

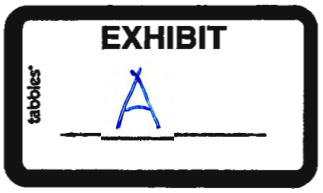
C. The proposed contract, pursuant to 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, as amended), between the Navajo Nation and United States Department of Interior, has been has been endorsed by requisite reviewers and is determined legally sufficient and eligible for signature as set forth in the documents attached as **Exhibit B.**

SECTION THREE. APPROVALS

A. The Navajo Nation hereby approves and authorizes a contract between the Navajo Nation and the United States Department of the Interior, Bureau of Indian Affairs, under 25 U.S.C. § 5301 *et seq.* (P.L. 93-638, as amended), for a five (5) year period beginning January 1, 2022 and ending December 31, 2026 for Navajo Nation Higher Education Program as set forth in the documents attached as **Exhibit A.**

B. The Navajo Nation hereby approves and authorizes the Annual Funding Agreement and Scope of Work for the Navajo Nation Higher Education Program, for the contract term as set forth in the documents attached as **Exhibit A.**

C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute and effectuate the Contract, Annual Funding Agreement, and Scope of Work, provided the terms and conditions in such documents are substantially similar to those approved by this resolution.



AGREEMENT BETWEEN THE SECRETARY OF THE DEPARTMENT OF THE INTERIOR AND THE NAVAJO NATION

A. Authority and Purpose

1. Authority

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

2. Purpose

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

B. Terms, Provisions and Conditions

1. Term

Pursuant to Section 105(c) (1) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324 (c)

(1)), the term of this contract shall be January 1, 2022 to December 31, 2026 (5 years). Pursuant to Section 105(d)(1) of such Act (25 U.S.C. 5324(d)(1)), upon the election by the Contractor, the period of this Contract shall be determined on the basis of a calendar year, unless the Secretary and the Contractor agree on a different period in the annual funding agreement incorporated by reference in subsection F2.

2. Effective Date

This Contract shall become effective upon the date of approval and execution by the Contractor and the Secretary, unless the Contractor and the Secretary agree on an effective date other than the date specified in this paragraph.

3. Program Standards

The Contractor agrees to administer the program, services, functions and activities (or portions thereof) listed in subsection A2 of the Contract in conformity with the following standards: Navajo Nation laws and policies, federal laws (including the Indian Civil Rights Act), Policies and procedures as approved by the Navajo Nation Health, Education and Human Services Committee. The Secretary shall provide copies of all Bureau of Indian Affairs manuals, federal laws and regulations, as well as any updates, used as standards within this Contract. The procedures contained within this Contract supersede any conflicting Bureau procedures. In the event the Bureau updates its procedures the Contractor may request a waiver before these updated procedures become applicable to this Contract.

4. Funding Amount

Subject to the availability of appropriations, the Secretary shall make available to the Contractor the total amount specified in the annual funding agreement incorporated by reference in subsection F2. Such amount shall not be less than

the applicable amount determined pursuant to Section 106(a) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5325(a)).

5. Limitation of Costs

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

6. Payment

A. In general - Payments to the Contractor under this Contract shall:

(i) be made as expeditiously as practicable; and

(ii) include financial arrangements to cover funding during periods covered by joint resolutions adopted by Congress making continuing appropriations, to the extent permitted by such resolutions.

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

(i) In general - Pursuant to Section 108(b) of the Indian Self-Determination and Education Assistance Act, and notwithstanding any other provision of law, for each fiscal year covered by this contract, the Secretary

shall make available to the Contractor the funds specified for the fiscal year under the annual funding agreement incorporated by reference pursuant to subsection F2 by paying to the Contractor, on a quarterly basis, one-quarter of the total amount provided for in the annual funding agreement for that fiscal year, in a lump-sum payment or as semiannual payments, or any other method of payment authorized by law, in accordance with such method as may be requested by the Contractor and specified in the annual funding agreement; and

(ii) Method of quarterly payment - If quarterly payments are specified in the annual funding agreement incorporated by reference pursuant to subsection F2, each quarterly payment made pursuant to clause (i) shall be made on the first day of each quarter of the fiscal year, except that in any case in which the Contract year coincides with the Federal fiscal year, payment for the first quarter shall be made not later than the date that is 10 calendar days after the date on which the Office of Management and Budget apportions the appropriations for the fiscal year for the programs, services, functions and activities subject to this Contract; and

(iii) Applicability - Chapter 39 of Title 31, United States Code, shall apply to the payment of funds due under this Contract and

the annual funding agreement referred to in clause (i).

7. Records and Monitoring

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

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

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

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

(ii) the appropriate official determines that there is reasonable cause to believe that grounds for resumption of the Contract, suspension of Contract payments, or other serious Contract performance deficiency may exist. No additional visit referred to in

clause (ii) shall be made until such time as reasonable advance notice that includes a description of the nature of the problem that requires the additional visit has been given to the Contractor.

8. Property

A. In general - As provided in Section 105(f) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324(f)), at the request of the Contractor, the Secretary may make available, or transfer to the Contractor, all reasonable divisible real property, facilities, equipment, and personal property that the Secretary has used to provide or administer the programs, services, functions, and activities covered by this Contract. A mutually agreed upon list specifying the property, facilities, and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Contractor, and periodically revised by the Secretary, with the concurrence of the Contractor.

B. Records - The Contractor shall maintain a record of all property referred to in subparagraph A or other property acquired by the Contractor under Section 105(f)(2)(A) of such Act for purposes of replacement.

C. Joint Use Agreements - Upon the request of the Contractor, the Secretary and the Contractor shall enter into a separate joint use agreement to address the shared use by the parties of real or personal property that is not reasonably divisible.

D. Acquisition of Property - The Contractor is granted the authority to acquire such excess property as the Contractor may determine to be appropriate in the judgment of the Contractor to support the programs, services, functions and activities operated pursuant to this Contract.

E. Confiscated or Excess Property - The Secretary shall assist the Contractor in obtaining such confiscated or excess property as may become available to tribes, tribal organizations, or local governments.

F. Screener Identification Card - A screener identification card (General Services Administration form numbered 2946) shall be issued to the Contractor not later than the effective date of this Contract. The designated official shall, upon request, assist the Contractor in securing the use of the card.

G. Capital Equipment - The Contractor shall determine the capital equipment, leases, rentals, property, or services the Contractor requires to perform the obligations of the Contractor under this subsection, and shall acquire and maintain records of such capital equipment, property rentals, leases, property, or services through applicable procurement procedures of the Contractor.

9. Availability of Funds

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

A. shall remain available until expended; and

B. with respect to such funds, no further:

(i) approval by the Secretary, or

(ii) justifying documentation from the Contractor, shall be required prior to the expenditure of such funds.

10. Transportation

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

11. Federal program guidelines, manuals, or policy directives

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

12. Disputes

A. Third-Party Mediation Defined - For the purposes of this Contract, the term "third-party mediation" means a form of mediation whereby the Secretary and the Contractor nominate a third party who is not employed by or significantly involved with the Secretary of the Interior, the Secretary of Health and Human Services, or the Contractor, to serve as third-party mediator to mediate disputes under this Contract.

B. Alternative Procedures - In addition to, or as an alternative to, remedies and procedures prescribed by Section 110 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5331), the parties to this Contract may jointly:

(i) submit disputes under this Contract to third-party mediation; and

(ii) submit the dispute to the adjudicatory body of the Contractor, including the tribal court of the Contractor; and

(iii) submit the dispute to mediation processes provided for under the laws, policies, or procedures of the Contractor; or

(iv) use the administrative dispute resolution process authorized in subchapter IV of Chapter 5, Title 5, United States Code.

C. Effect of Decisions - The Secretary shall be bound by decisions made pursuant to the procedures set forth in subparagraph B, except that the Secretary shall not be bound by any decision that significantly conflicts with the interests of Indians or the United States.

13. Administrative Procedures of Contractor

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

14. Successor Annual Funding Agreement

A. In general - Negotiations for a successor annual funding agreement, provided for in subsection F2, shall begin not later than 120 days prior to the conclusion of the preceding annual funding agreement. Except as provided in Section 105(c)(2) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5324(c)(2)), the funding for each successor annual funding agreement shall only be reduced pursuant to Section 106(b) of such Act (25 U.S.C. 5325(b)).

B. Information - The Secretary shall prepare and supply relevant information, and promptly comply with any request by the Contractor for information that the Contractor reasonably needs to determine the amount of funds that may be available for a successor annual funding agreement, as provided for in subsection F2 of this Contract.

15. Contract Requirements, Approval by Secretary

A. In general - Except as provided in subparagraph B, for the term of the contract Section 2103 of the Revised Statutes (25 U.S.C. 81) and Section 16 of the Act of June 18,

1934 (48 Stat. 987, Chapter 576; 25 U.S.C. 476) shall not apply to any contract entered into in connection with this Contract.

B. Requirements - Each Contract entered into by the Contractor with a third party in connection with performing the obligations of the Contract under this Contract shall:

(i) be in writing;

(ii) identify the interested parties, the authorities of such parties, and purpose of the Contract;

(iii) state of work to be performed under the Contract; and

(iv) state the process for making any claim, the payments to be made, and the terms of the Contract, which shall be fixed.

C. Obligation of the Contractor

1. Contract Performance

Except as provided in subsection D2, the Contract shall perform the programs, services, functions, and activities as provided in the annual funding agreement under subsection F2 of this Contract.

2. Amount of Funds

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

3. Contracted Programs

Subject to the availability of appropriated funds, the Contractor shall administer the programs, services, functions, and activities identified in this Contract and funded through the annual funding agreements under subsection F2.

4. Trust Services for Individual Indians

A. In general - To the extent that the annual funding agreement provides funding for the delivery of trust services to individual Indians that have been provided by the Secretary, the Contractor shall maintain at least the same level of service as the Secretary provided for such individual Indians, subject to the availability of appropriated funds for such services.

B. Trust Services to Individual Indians - For the purposes of this paragraph only, the term "trust services for individual Indians" means only those services that pertain to land or financial management connected to individually held allotments.

5. Fair and Uniform Services

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

D. Obligation of the United States

1. Trust Responsibility

A. In general - The United States reaffirms the trust responsibility of the United States to the Navajo Nation to protect and conserve the trust resources of the Navajo Nation and the trust resources of individual Indians.

B. Construction of Contract - Nothing in this Contract may be construed to terminate, waive, modify, or reduce the trust responsibility of the United States to the tribe(s) or individual Indians. The Secretary shall act in good faith in upholding such trust responsibility.

2. Good Faith

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

3. Programs Retained

As specified in the annual funding agreement, the United States hereby retains the programs, services, functions, and activities with respect to the tribe(s) that are not specifically assumed by the Contractor in the annual funding agreement under subsection F2.

E. Other Provisions

1. Designated Officials

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

2. Contract Modifications or Amendment

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

B. Exception - The addition of supplement funds for programs, functions, and activities (or portions thereof) already included in the annual funding agreement under subsection F2, and the reduction of funds pursuant to Section 106(b)(2), shall not be subject to subparagraph A.

3. Officials Not to Benefit

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

4. Covenant Against Contingent Fees

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

F. Attachments

1. Approval of Contract

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

2. Annual Funding Agreement

A. In general - The annual funding agreement under this Contract shall only contain:

(i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and

(ii) such other provision, including a brief description of the program, services, functions, and activities to be performed (including those supported by financial resources other than those provided by the Secretary), to which the parties agreed.

B. Incorporation by Reference - The annual funding agreement is hereby incorporated in its entirety in this Contract and attached to this Contract as Attachment 2.

Jonathan Nez, President	Secretary, Department of the Interior, or designee
THE NAVAJO NATION	**UNITED STATES OF AMERICA**

FISCAL YEAR 2022

ANNUAL FUNDING AGREEMENT

CONTRACT NO. _____
Higher Education Program
(Mature Definite for 01/01/22 to 12/31/xx)

BY AND BETWEEN

THE NAVAJO NATION

AND

THE UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
Navajo Regional Office

FOR THE PERIOD

January 1, 2022 through December 31, 2022

Pursuant to 25 U.S.C. 5301et. seq.
(Pub. L. 93-638, as amended)

"Attachment 2 "

ANNUAL FUNDING AGREEMENT

This Annual Funding Agreement ("AFA") is entered into between the Navajo Nation and the United States Department of the Interior ("DOI"), pursuant to the agreement between the Navajo Nation and DOI for Higher Education Program, pursuant to Title I of the Indian Self-Determination and Education Assistance Act ("ISDEAA"), Pub. L. 93-638, as amended (hereinafter referred to as the Contract).

A. PROGRAM, FUNCTIONS, SERVICES AND ACTIVITIES

1. The Navajo Nation agrees to administer and perform those portions of the Bureau of Indian Affairs' ("BIA") Higher Education Program identified in the Scope of Work, attached hereto as Attachment A and incorporated herein by reference, in accordance with its own laws and policies and the terms, provisions, and conditions of the Contract and this AFA and any attachments hereto. The program standards, including any provisions of Federal Regulations waived by the Secretary, are identified in Section B of the Contract.

2. The Navajo Nation agrees that any services or assistance provided to Indian beneficiaries under the Contract and this AFA shall be provided in a fair and uniform manner subject to applicable laws and regulations.

3. The Navajo Nation shall obtain from the BIA all such funds and other resources made available for the benefit of the tribe and Indian beneficiaries for all programs to be operated and services to be delivered by the Navajo Nation through the Contract and this AFA on behalf of the DOI, except for "Trust" and executive functions of the BIA considered non-contractible under the ISDEAA, as amended.

4. The BIA shall transfer to the Navajo Nation all such funds and other resources available for the benefit of the Tribe and Indian beneficiaries through the Contract in the most expeditious manner authorized by law, and shall provide technical support and assistance at the request of the Navajo Nation or as provided herein, in the most expeditious

manner authorized by law.

5. The Navajo Nation shall exercise full discretion over the funds made available subject only to the provisions of the Contract, this AFA, tribal law, and Federal law.

6. The Navajo Nation has identified a need for program and/or office space. DOI shall undertake reasonable efforts to make such program and/or office space available to the Navajo Nation, together with such maintenance services as may be necessary for that program and/or office space. When not available and tribal buildings are used, DOI will enter into a lease pursuant to Section 105 (f) (1) of the ISDEAA, as amended and 25 CFR Part 900, Subpart H.

B. PROGRAM BUDGET AND FUNDING

1. Proposed Budget. Attached hereto as Attachment B is the proposed program budget for the services to be provided under this AFA. The amount reflects the Fiscal Year 2021 recurring enacted amount allocated. If Congressional appropriation for full year funding is not available at the start of the FY 2022, as an initial budget, the Navajo Nation may enter in the FMIS a full year budget at the actual, total amount of recurring funds distributed for FY 2021 that is based on Congressional appropriation. If the Navajo Nation is proposing to allocate costs between two 638 programs, the percentage breakdown of such cost allocation shall be reflected in the budget.

2. Funding Distribution and Final Budget. Subject to the availability of Congressional appropriation, DOI shall distribute direct program funding for Fiscal Year 2022 exclusive of any Central Office or Regional Office shares, direct contract support cost and indirect cost funds, in one lump sum payment to the Navajo Nation in accordance with Section B(6) of the Contract. The final program budget shall reflect the actual funds distributed. Funding award(s) such as one time funding which require separate expenditure report shall be specified in the contract modification (SF-30) by BIA. A separate account Financial Management Information System (FMIS Business Unit) shall be assigned by the Navajo

Nation accordingly. Full payment shall be made by all-electronic payment through an Automated Standard Application for Payment (ASAP), an information system developed by the Financial Management Services and the Federal Reserve Bank of Richmond. The Navajo Nation must have: (1) an active registration in ASAP by completing the Participation Request Form: (2) an active Data Universal Number System (DUNS); and an active registration in the System for Award Management (SAM).

3. DOI acknowledges that the amount allocated does not fully fund the contracted activities and to the extent that any shortfalls exist in funding (direct, contract support cost or otherwise,) owed to the Navajo Nation, the DOI and BIA shall make a good faith effort, subject to applicable law, to identify funds or to obtain an appropriation to address this shortfall. DOI will report such shortfalls to Congress and simultaneously provide the Navajo Nation with such report.

4. Nothing in this AFA shall be deemed a waiver of any right the Navajo Nation may have under the Act to receive 100% of its funding, direct, contract support cost or otherwise, as determined under Section 106 of the ISDEAA, as amended.

5. BUDGET REVISION. The Navajo Nation shall request prior approval from the Awarding Official for a budget revision that will increase the amount of indirect cost for the Contract.

All other budget revisions do not require BIA approval, including carryover funds attributable to operation of the program.

6. DEOBLIGATON OF FUNDS.

a. Funding under this AFA may be reduced only according to the provisions of Section 106(b) of the ISDEAA, as amended.

b. In the event that funding of this AFA is reduced because of Congressional action, the Navajo Nation retains the option to rescind the Contract, renegotiate the attached Scope of Work, or suspend performance under the Contract consistent with Section B(5) of the Contract.

C. TRIBAL SHARES

In addition to the amount referred to in Paragraph B of this AFA, DOI shall pay a sum to be negotiated representing Central Office and Regional Office shares associated with this AFA. Such shares do not reflect Central Office or Regional Office shares which the Navajo Nation has included in other Fiscal Year 2021 Pub. L. 93-638, as amended, Contracts.

D. CONTRACT SUPPORT COST (CSC) FUNDS

The Navajo Nation shall be entitled to CSC funds to the full extent specified in Section 106 (a)(2) of the ISDEAA, as amended and related provisions. It is understood by the parties that full CSC funds may not be initially available to the Navajo Nation. However, upon becoming available by Congressional appropriation or through the identification of appropriate budget savings from CSC funds line items, the Navajo Nation shall participate in the distribution of those shortfall funds. If, during the term of this AFA, it is not possible to pay all CSC funds, DOI shall make a good faith effort, subject to applicable law, to identify funds or to obtain an appropriation to address this shortfall.

1. Direct Contract Support Cost (DCSC) Funds

In addition to the amount in paragraphs D and D(2) of this AFA, the Navajo Nation shall receive DCSC funds pursuant to Section 106(a)(2) of the ISDEAA, as amended. The amount of DCSC funds are subject to negotiation between the Navajo Nation and DOI. To the extent that DOI does not receive sufficient appropriations to fully fund the amount of DCSC funds that would otherwise be available under Section 106(a)(2) of the ISDEAA, as amended, DOI shall report such shortfall to Congress pursuant to the requirements of Section 106(c)(2) of the ISDEAA, as amended, and simultaneously provide the Navajo Nation with such report. DOI shall pay any shortfalls in DCSC funds, and to the extent such shortfall funds are appropriated by Congress. In no event does the Navajo Nation waive its right to recover 100% of the DCSC funds negotiated under this AFA.

2. **Indirect Costs** (IDC) Funds

In addition to the amount identified in paragraphs B, C, and D(1) of this AFA, the Navajo Nation shall receive IDC funds applicable to the period covered by this AFA as determined pursuant to the applicable Indirect Cost Negotiation Agreement, entered into between the Navajo Nation and its federal cognizant agent. The award of IDC funds will be made through a Supplemental Annual Funding Agreement entered into between the Navajo Nation and BIA-NRO. To the extent that DOI does not receive sufficient appropriations to fully fund the amount of IDC funds that would otherwise be available under Section 106(a) (2) of the ISDEAA, as amended, DOI shall report such shortfall to Congress pursuant to the requirements of Section 106(c) (2) of the ISDEAA, as amended, and simultaneously provide the Navajo Nation with such report. DOI shall pay any shortfalls in IDC funds when, and to the extent, such shortfall funds are appropriated by Congress. In no event does the Navajo Nation waive its right to recover 100% of the IDC funds associated with this AFA.

3. **Contract Support Cost (CSC) Calculation**

In addition to the entitlement of the CSC funds, the Navajo Nation shall submit a budget report that provides estimated CSC funds needs of both DCSC funds and IDC funds which will be submitted to BIA NRO by July 10 of the AFA year. The budget report shall be used internally at BIA NRO for the sole purpose of supporting the DOI's Contract Support Cost and pay cost allocations and shortfall reports to Congress. The budget report shall be prepared at or equivalent to Level of Detail 6 on the Navajo Nation's FMIS.

E. PRE-AWARD COSTS

If this AFA covers the initial year of a contract, any cost the Navajo Nation incurs with respect to the performance of the Contract and this AFA before the award date or effective date of this AFA may be paid with funding under this AFA to the extent (a) that such costs are otherwise reasonable, allowable and allocable to performance of the attached Scope of Work, and (b) that the Navajo Nation informed BIA of costs consistent with Section 106 (a) (6) of the ISDEAA, as amended.

F. APPLICABLE LAW

In the performance of the Contract and this AFA, the Navajo Nation agrees to comply with all expressly applicable Federal laws, regulations and executive orders, including the Drug-Free Workplace Act of 1988 (Pub. L. 100-689), and all applicable Navajo Nation laws, regulations and executive orders. The parties shall renegotiate and modify the language of this AFA to conform to any applicable federal and Navajo Nation laws, regulations or executive orders which are passed after the effective date of this AFA.

The BIA shall inform the Navajo Nation, in writing, of all existing, newly enacted or amended federal laws, regulations and executive orders it believes apply to this AFA within 60 days of execution of this AFA or within 60 days of adoption. The Navajo Nation retains the right to renegotiate the attached Scope of Work to reflect any amended federal laws, regulations, and executive orders and shall not be held responsible under this AFA for compliance with such laws, regulations, and executive orders until the BIA has provided the notice described above.

G. MANAGEMENT SYSTEMS

The Navajo Nation shall maintain management systems consistent with requirements of the ISDEAA, as amended and 25 CFR Part 900. The BIA has on file the most recent versions of the following Navajo Nation management system Policies and Procedures:

i. Navajo Nation Personnel Policies Manual.
ii. Navajo Nation Employees Travel Policies and Procedures Handbook
iii. Navajo Nation Purchase Card Policies and Procedures
iv. Property Management Policy.
v. Navajo Nation Procurement Rules and Regulations

The Navajo Nation agrees to provide copies of the following management system Policies and Procedures Manuals, within 90 days of final adoption by the responsible oversight committees:

i. Recordkeeping Policies
ii. Finance and Accounting Policies

1. Accounting/Financial System

The Navajo Nation shall maintain a fiscal accounting system which will provide accurate, current and complete information with respect to the Contract and this AFA in

such a manner as to facilitate audit and review of the financial records consistent with federal statutory and regulatory requirements.

The Navajo Nation shall obtain certification by a licensed accountant that the bookkeeping and accounting procedures that the tribal organization presently uses meets the standards of 25 CFR Part 900, Subpart F.

2. **Personnel Management**

Unless otherwise stated in this AFA or through an approved and executed Intergovernmental Personnel Agreement, all personnel employed by the Navajo Nation to carry out the Contract and this AFA shall meet the qualifications set forth by the Navajo Nation Department of Personnel Management and all personnel employed by the Navajo Nation under this AFA will adhere to applicable Navajo Nation Personnel Policies Manual including sick leave, holidays, pay schedules and pay tables.

3. **Records System**

a. The Navajo Nation agrees to keep such records as required pursuant to Section B(7) of the Contract, as amended; to make reports required by Section 5(a)(1) and (2) of the ISDEAA, as amended; and to make such information and reports available to the Indian beneficiaries as required by Section 5(c) of the ISDEAA, as amended. The Navajo Nation shall maintain a recordkeeping system that will allow for the maintenance of records to facilitate retrocession or reassumption of the Contract. Such records system, at a minimum, shall:

1) Provide for the creation, maintenance and safeguarding of records of lasting value, including those involving individual rights.

2) Provide for orderly retirement of records used or created under the Contract. Such records shall be returned to the BIA for disposition according to the General Records Schedules and the BIA Records Control Schedule.

b. When the Navajo Nation operates a system of records to accomplish a BIA function, the Navajo Nation shall comply with the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. Section 81, et seq.

c. The Navajo Nation shall make all reports and information concerning the Contract available to the Indian beneficiaries that the Contract serves or represents pursuant to the provisions of the Navajo Nation Privacy and Access to Information Act, 2 N.N.C. Section 81 et seq.

H. EXAMINATION OF RECORDS.

1. The Navajo Nation agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of the Contract (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs of whatever nature for which expenditure, payment or reimbursement is claimed under the provisions of the Contract or this AFA.

2. The Navajo Nation agrees to make available at the Navajo Nation offices at all reasonable times during the time period of the Contract and this AFA below any of the records, with reasonable advance notice, for inspection, audit or reproduction by any authorized representative of the Comptroller General or the Secretary of Interior as required under the ISDEAA, as amended, and applicable federal regulations.

3. Pursuant to Section (B)(7) of the Contract, the Navajo Nation shall preserve and make available its records related to the Contract and this AFA:

a. Until the expiration of the earlier of three years from the date of final payment under the Contract or the time period for the particular records specified in 25 CFR Chapter V, Part 900, Subpart F, Subsection 900.41 (a-d), whichever expires earlier.

b. If the Contract is completely or partially cancelled, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

4. Records which relate to appeals under Section (B)(12), Disputes, of the Contract; litigation or the settlement of claims arising out of the performance of the Contract; or costs and expenses of the Contract as to which written exception has been taken by the Awarding Official or any of his duly authorized representatives, shall be retained until such appeals, litigation, claims or exceptions have been disposed of.

5. Except for documentary evidence required under paragraph 4 above, the Navajo Nation may in fulfillment of its obligation to retain records substitute photographs, microphotographs, or other authentic reproductions or such records, after the expiration of 2 years following the last day of the month of payment or reimbursement to the Navajo Nation of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Awarding Official with the concurrence of the Comptroller General or his duly authorized representative.

6. The provisions of this paragraph (H) shall be applicable to each subcontract hereunder which is on a cost; cost-plus-a-fixed-fee, time-and-material or labor-hour basis.

7. The Navajo Nation further agrees to include in each of its sub-contracts hereunder a provision to the effect that the sub-Contractor agrees that the Comptroller General, the Secretary of the Interior, the Awarding Official, and the Tribal Contracting Officer, or any of their duly authorized representatives, shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in 25 CFR Chapter V, Part 900, Subpart F, Subsection 900.41 (a-d) whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such sub-Contractor, involving transactions related to the sub-Contract. The term "sub-Contract" as used in this paragraph only, excludes:

i. Purchase orders not exceeding $10,000; and

ii. Sub-Contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

I. NAVAJO PREFERENCE

Consistent with Section 7 (b) of the ISDEAA, as amended, the Navajo Nation Business Opportunity Act, 5 N.N.C. Section 201, et seq., and the Navajo Preference in Employment Act, 15 N.N.C. Section 601, et seq., shall apply to the administration of the Contract and this AFA.

J. REPORTS

During the course of this AFA, the Navajo Nation shall submit the following reports:

1. **Annual Federal Financial Report** (FFR). Notwithstanding the process set forth in Paragraph N(1) of the AFA, the Navajo Nation's Office of the Controller agrees to submit an original annual FFR to the Awarding Official through the designated Awarding Official's Technical Representative (AOTR) with a courtesy copy to the Contracts and Grants Section/OMB. This report shall be supported by FMIS Job Status Inquiry for use to monitor expenditures incurred during annual operations. The annual FFR shall be submitted within 90 days after closure of each contract funding period.

On contracts that have approved term end dates extended, the Navajo Nation agrees to, in addition to annual FFR referenced above, submit a final FFR within 90 days after the closure of the contract ending date as extended and shall also be supported by FMIS Job Status Inquiry.

2. **Annual Narrative Report.** Pursuant to the process set forth in Paragraph N(1) of the AFA, the Navajo Nation agrees to submit the brief Annual Narrative Report and include status report on each one-time funded project for this contract to the Awarding Official through the designated AOTR within 90 days after closure of each contract funding period. The report shall describe the conduct of the program and activities in:

a. Accomplishments of the program objectives;

b. Description of any significant problems encountered; and
c. Any changes required to the Contract and/or Scope of Work.

The Navajo Nation is a Mature Contractor and Section 5(a) (2) of the ISDEAA only requires a brief annual narrative report.

On contracts that have approved term end dates extended, the Navajo Nation agrees to, in addition to annual narrative report referenced above, submit a final Narrative Report within 90 days after the closure of the contract ending date as extended.

3. **GPRA Reports.** The Navajo Nation agrees to submit applicable and relevant data and information concerning the operation of the attached Scope of Work to the Awarding Official through the AOTR necessary for the BIA to meet the requirements of the Government Performance Results Act ("GPRA") of 1993 (Pub. L. 103-62). The data and information, including format and due date(s), that the Navajo Nation will submit shall be negotiated between the parties and delineated in Attachment C, which is attached hereto and incorporated herein by reference. The BIA shall simultaneously provide the Navajo Nation with copies of any GPRA reports it submits to the Central Office or the Office of Management and Budget.

4. **Additional Reports.** Any additional reports required by law to be submitted beyond the reports identified in (1) through (3) above shall be negotiated between the parties and delineated in Attachment D, which is attached hereto and incorporated herein by reference.

5. The AOTR will notify the Navajo Nation of delinquent report(s) and suggest the due date that the BIA must receive the delinquent report(s). If the Navajo Nation fails to submit the overdue report(s) by the established deadline, the AOTR will notify the Awarding Official and recommend corrective action. A copy of such recommendation shall be provided to the Navajo Nation. The Awarding Official will than take appropriate action, consistent with the ISDEAA, as amended, to ensure that the Navajo Nation complies with the terms and conditions of the Contract and this AFA.

6. When the Navajo Nation submits the Annual FFR and Narrative Report, the BIA NRO shall review and respond to the reports no later than May 30 after the closure of the contract funding period.

K. SINGLE AUDIT REQUIREMENTS

1. The Navajo Nation shall comply with the Single Audit Act Amendment of 1996, 31 U.S.C. Chapter 75 et seq., and agrees to arrange for an annual single organization-wide audit as prescribed by the ISDEAA, as amended; the Single Audit Act Amendment of 1996, 31 U.S.C. Chapter 75 et seq., Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 (Uniform Guidance) and 43 CFR Part 12.

2. If the Navajo Nation fails to comply with the requirements for obtaining audits according to the Single Audit Act Amendment of 1996, the BIA may take actions as appropriate given the circumstances and as allowed pursuant to Subpart F §200.505 of the OMB Uniform Guidance.

3. In addition to the submission requirements of the Single Audit Act Amendment of 1996 and to meet the requirements of ISDEAA, as amended, the Navajo Nation shall send

a. Single Audit Report with Form SF-SAC (Data Collection Form) to:
Federal Audit Clearinghouse
U.S. Bureau of the Census
1201 East Tenth Street
Jeffersonville, IN 47132
(301) 763-1551

b. Single Audit Report to the Clearinghouse for each funding agency wherein the Report includes a finding related to the funding awarded to the Navajo Nation by such agency.

c. Two copies of the Single Audit Report to:
Division of Internal Evaluation and Assessment
U.S. Department of the Interior
12220 Sunrise Valley Drive
Reston, VA 20191
(709) 390-6357

L. TECHNICAL ASSISTANCE AND MONITORING

1. The BIA will expeditiously provide special technical assistance to assist the Navajo Nation to successfully operate the program under the Contract and this AFA. When the Navajo Nation submits a written request for technical assistance through the process identified in Paragraph N(1), BIA will provide the Navajo Nation with written acknowledgement of the request within 15 business days of receipt. The acknowledgement shall include plan of action and a time frame for completion of the technical assistance.

2. The Awarding Official and designated AOTR will monitor the submission of annual reports required under the Contract and the ISDEAA, as amended.

3. The BIA will provide monitoring services to ensure compliance with the terms of the Contract and this AFA. The BIA shall provide thirty (30) days advance written notice which shall include date of the monitoring, information on process and instrument that will be used. This monitoring function will include:

a. One annual evaluation (Monitoring Session) by the Awarding Official and AOTR. This visit shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract. During the Monitoring Session, the Awarding Official, and the designated AOTR will review records, speak to the Program Director and staff, and inspect premises to determine compliance with the Contract and this AFA.

b. Additional visits beyond the Monitoring Session shall only occur when requested by the Navajo Nation or when the Awarding Official determines that there is reasonable cause to believe that grounds for reassumption of the Contract, suspension of contract payments, or that other serious Contract performance deficiency may exist in accordance with Section B(7)(C) of the Contract. Such visits shall be scheduled in advance as prescribed in Section B(7)(C) of the Contract.

c. The Monitoring Session shall be conducted pursuant to the Memorandum of Understanding entered into by the Navajo Nation and BIA NRO.

M. FEDERAL TORT CLAIMS ACT

1. For purposes of Federal Tort Claims Act coverage, the Navajo Nation and its employees are deemed to be employees of the Federal government while performing work under this contract. This status is not changed by the source of the funds used by the Navajo Nation to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Navajo Nation.

2. In accordance with the requirement in 25 CFR Part 900, Subpart M, subsection 900.188(a), the Navajo Nation agrees to designate an individual to serve as tort claims liaison with the Federal government. The designated tort claims liaison shall provide the assistance specified in 25 CFR, Part 900, and Subpart M. subsection 900.188(c).

N. CONTRACT ADMINISTRATION

Requests or inquiries on significant and non-routine matters, such as technical assistance, issues that require action or decision by BIA NRO, and those raising legal issues, regarding this AFA shall be submitted in writing as follows. Communication and correspondence on items of a routine nature is not subject to this Section.

1. **Navajo Nation Contract Administration**. All correspondences by the Navajo Nation's Pub. L. 93-638 BIA contracted programs' concerning the Contract and this AFA shall be routed as follows for submission to the BIA NRO by:

Navajo Nation Contracting Officer
Contracts and Grants Section - Office of Management and Budget
Post Office Box 646
Window Rock, Arizona 86515
Telephone No.: (928) 871-6470
Fax No. (928) 871-6567

2. **Federal Contract Administration**. All correspondences by BIA NRO concerning the Contract and this AFA shall be routed as follows for submission to the Navajo Nation by:

Indian Self-Determination Specialist/Awarding Official
Bureau of Indian Affairs – Navajo Regional Office
P.O. Box 1060
Gallup, New Mexico 87305
Telephone No.: (505) 863-8228, 8311 and 8401
Fax No. (505) 863-8461

3. All requests or inquiries covered under this section shall be done in accordance with the process identified in (1) and (2) above. Any documents associated with requests or inquiries not in compliance with this Section shall be immediately returned to the other party without further action.

O. SEVERABILITY

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

P. EFFECT ON EXISTING RIGHTS

1. Nothing in this AFA shall be construed as affecting, modifying, diminishing, waiving or otherwise impairing the sovereign immunity from suit enjoyed by the Navajo Nation.

2. Nothing in this AFA shall be construed as waiving any rights of the parties under applicable federal law.

3. Nothing in this AFA shall be construed as authorizing or requiring the termination of any existing trust responsibility of the United States with respect to the Navajo Nation, Navajo people, or Indian beneficiaries.

Q. EFFECTIVE DATE

This AFA shall be effective for the term (mature definite) of the funding year, January 1, 2022 through December 31, 2022 or until such time that a successor AFA is executed or a new contract is issued with a new contract term identified. However, this does not alter the obligation of the Navajo Nation to provide DOI with a proposed AFA for the following calendar year, or a notice of intent not to renew, at least 90 days prior to end of the current calendar year.

_____ _____

Jonathan Nez, President Date

THE NAVAJO NATION

_____ _____

Secretary, Department of the Interior, Date

Or designee

UNITED STATES OF AMERICA

There are no changes

OFFICE OF NAVAJO NATION SCHOLARSHIP & FINANCIAL ASSISTANCE

A NAVAJO HIGHER EDUCATION GRANT PROGRAM

SCOPE OF WORK
FISCAL YEAR 2022

The purpose of the Navajo Nation Higher Education Grant Program is to promote Navajo student achievement by providing scholarships and financial assistance to help enrolled members of the Navajo Nation meet their post-secondary education goals of attaining Certificates, undergraduate, graduate and doctoral degrees. The Office of the Navajo Nation Scholarship and Financial Assistance, (ONNSFSA) within the Department of Diné Education, administers the program.

The ONNSFA is comprised of five (5) offices throughout the Navajo Nation including Chinle, Crownpoint, Fort Defiance, Tuba City and Shiprock. The Higher Education staff process financial aid and scholarship by means of an online application process at www.onnsfa.org. The staff also is dedicated to providing educational outreach services to help students in grades 8 – 12 be better prepared for the challenges of postsecondary education. Educational outreach services include providing information that guides students in completing required high school coursework for acceptance into a college or university, assisting and following up with students in regards to the federal financial and scholarship application process, working with students and adults who will be first-time college enrollees, encouraging students and parents to save money for college and seek additional resources without resorting to student loans, providing information to parents about support services available to college students and also providing information to assist teachers, counselors, and paraprofessionals in preparing students for college. The Higher Education staff provides outreach services through presentations and one-on-one visits with students in classrooms, libraries, after-school programs, community-based organizations, chapter houses throughout the Navajo Nation and at colleges and universities, where significant numbers of Navajo students are pursuing a college degree.

The program procures and provides material, equipment and supplies necessary to meet the requirements of the Federal Award and promotes the services available to the Navajo people through multi-media outlets including print and online publications, radio, posters and appropriate marketing tools. Outreach efforts cover a large geographical area and often require staff to travel long distances during regular operating hours and after hours to remote areas, requiring the use of technology such as cellular phones to ensure employees remain accessible and safe.

The staff also collects student data on Navajo students through several methods and disseminates data in reports and focuses attention on key educational issues. The Higher Education staff is committed to seeking and forming partnerships that provide Navajo students increased access to higher education opportunities. To this end, employees are required to coordinate meetings, workshops, and events throughout the Navajo Nation and in strategic areas where Navajo students are concentrated. The Higher Education Grant program ensures that fees for use of meeting areas and equipment usage are addressed.

ATTACHMENT "A"

Navajo Nation
Summary of Proposed Budget on
CY 2022 AFA - P. L. 93-638 BIA Contract

Part 1. - Program Information:

A. Program / Division: Higher Education / Department of Diné Education

B. Contract No.: 22-2026)

Part II. - Budget Information:

A	B	C	D
Cost Type	**Title of Cost Type**	**Description on the purpose of the budget.**	**Budget Amount**
2001	Personnel Salary	Support 30 Full Time Employees and 4 Temporary Employees	$1,451,429.28
2900	Fringe Benefit	Fringe Benefit @ 43.38% for 30 FTE and @9.48% for 4 TE	$604,432.56
3000	Travel	Mileage, meals & lodging for 30 FTE and 4 TE using NN Travel Policies	$85,000.00
3500	Meeting		
4000	Supplies	Office supplies, pens, paper, folders, ink, toners, calendars, binders, non-capital equipment.	$92,000.00
5000	Lease & Rental	Payment 1 Copier, 2 Office Space Leases, 5 Storage spaces, and meeting spaces.	$47,000.00
5500	Communication & Utilities	Payment on telephone, fax, and internet lines at 6 ONNSFA Offices.	$47,600.00
6000	Repairs & Maintenance	Maintenance of Student Database Software and electronic equipment at 6 ONNSFA Offices.	$61,500.00
6500	Contractual Service	Consultant Fees for training and travel to train new staff on Empower-ONNSFA database	$16,000.00
7000	Special Transactions	Program Outreach items, training/registration fees, meeting catering, media, and insurance.	$75,000.00
8000	Assistance	Award Scholarship & Financial Assistance to approximately 4,000 applicants	$11,015,435.16
9000	Capital Outlay		
9720	Indirect Cost		
		Total Budget	$13,495,397.00

Part III. - Signatures:

Kara Hale 7.14.2021
Program Manager / Date

Pat Honnie 7.22.21
Division Director / Date

"Attachment B"

Government Performance and Results Act (GPRA)

If applicable, GPRA Report will be identified and finalized in coordination with BIA NRO.

Attachment "C"

Program Specific Reporting

If applicable, Program Specific Report will be identified and finalized in coordination with BIA NRO.

Attachment "D"

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

EXHIBIT
tabbies
B

MEMORANDUM

Date: August 6, 2021

To: Honorable Daniel Tso, Chairperson
Honorable Carl R. Slater, Vice Chairperson

From: Rose Graham, ONNSFA Department Manager

Re: Document No. 016795, Higher Education P. L. 93-638 Contract proposal

This memorandum serves to request our assistance to sponsor the FY 2022 funding proposal for the Higher Education program P. L. 93-638 Contract proposal.

The attached document has completed the 2 NNC Section 164 (A) review process and ready for oversight and Nabik'iyati'Committee's consideration.

Your assistance in this regard is appreciated.

Please contact me at (928) 871-7444 or rosegraham@navajo-nsn.gov if you have any questions.

Cc: Patricia Gonnie, Acting Superintendent
File

Document No. 016795 Date Issued: 07/14/2021

SECTION 164 REVIEW FORM

Title of Document: HIGHER EDUCATION /BIA CONTRACT 2022-2026 Contact Name: GRAHAM, ROSE

Program/Division: DEPARTMENT OF DINE EDUCATION

Email: rosegraham@navajo-nsn.gov Phone Number: (928) 871-7424/7444

Division Director Approval for 164A: Pat Bonnie

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

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

				Sufficient	Insufficient
☐	**Statement of Policy or Positive Law:**				
	1. OAG:		Date:	☐	☐
☒	**IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)**				
	1. OMB:	Comm - see COS Review chk list	Date: 7/28/21	☑	☐
	2. OOC:	MAW	Date: 8/4/21	☑	☐
	3. OAG:	VP Blumpoint	Date: 8/6/21	☒	☐

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

☐	**Grant/Funding Agreement or amendment:**				
	1. Division:		Date:	☐	☐
	2. OMB:		Date:	☐	☐
	3. OOC:		Date:	☐	☐
	4. OAG:		Date:	☐	☐
☐	**Subcontract/Contract expending or receiving funds or amendment:**				
	1. Division:		Date:	☐	☐
	2. BRD:		Date:	☐	☐
	3. OMB:		Date:	☐	☐
	4. OOC:		Date:	☐	☐
	5. OAG:		Date:	☐	☐
☐	**Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:**				
	1. Division:		Date:	☐	☐
	2. OAG:		Date:	☐	☐
☐	**M.O.A. or Letter of Assurance expending or receiving funds or amendment:**				
	1. Division:		Date:	☐	☐
	2. OMB:		Date:	☐	☐
	3. OOC:		Date:	☐	☐
	4. OAG:		Date:	☐	☐

Pursuant to 2 N.N.C. § 164 and Executive Order Number 07-2013

NAVAJO NATION DEPARTMENT OF JUSTICE

☐ RESUBMITTAL

DOCUMENT REVIEW REQUEST FORM

RECEIVED AUG – 4 2021 DEPARTMENT OF JUSTICE ADMINISTRATION

DOJ
8/4/21 @ 5pm
DATE / TIME
✓ 7 Day Deadline
DOC #: 16795
SAS #:
UNIT: HSGA

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE

DATE OF REQUEST: 8/4/2021 ENTITY/DIVISION: DODE
CONTACT NAME: Sheila Tsosie DEPARTMENT: ONNSFA
PHONE NUMBER: (928) 871-7446 / 7444 E-MAIL: stsosie@navajo-nsn.gov

TITLE OF DOCUMENT: 164 Review #016795 - Higher Education / B.I.A. Contract 2022-2026 (Renewal for 5 years funding).

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 8/5/21 @ 8:15am. REVIEWING ATTORNEY/ADVOCATE: MB / CP.

DATE/TIME OUT OF UNIT: 8/6/21 @ 1:40pm ge

DOJ ATTORNEY / ADVOCATE COMMENTS

Legally Sufficient. Ok for surname. Be sure that legislation cites P.L. 93-638 correctly at 25 U.S.C. 5301 et seq.

REVIEWED BY: (*PRINT*)	DATE / TIME	SURNAMED BY: (*PRINT*)	DATE / TIME
Michelle Begay	8/6/21 11:45 am	VBlackhat	8/6/21 1:05pm

DOJ Secretary Called: emailed stsosie for Document Pick Up on 8/6/21 at 1:35 By: ge

PICKED UP BY: (*PRINT*) DATE / TIME:

NNDOJ/DRRF-July 2013

Navajo Nation - Division of Finance
Office of the Controller
164 or Signature Authorization Sheet (SAS) Sign-Off Sheet for OOC

(Attach sign off sheet to SAS document to ensure each section within OOC signs off on SAS)

PLEASE NOTE OOC (ALL SECTIONS IN TOTAL) HAS 7 DAYS TO REVIEW

K016795

	OOC - Section	Date
1	Accounts Receivable:	
2	General Accounting:	
3	Contract Accounting:	8/2/21 8/4/21
4	Contract Administration:	

Comments:

No detail NN budget, only summary. 8/2/21

According to OMB-CGS instructions, NN budgets is not required at this time of proposal not until funds are received from B.I.A.

8/2/21 Ruth B.

Contracts and Grants Section / OMB

Document Review Check on Grant Application, Award or Modification

(Fill in Spaces Highlighted Green that Apply)

Document Review No. / Date : **016795 / July 28, 2021**

Application, A. **Hard or On-line Submit?**

Appli. due date: **10/1/2020** ***Date Appli. Submitted to funding agency:***

Award, B or C. **X** **Mod. No., D**

Signature Block for Branch Chief? **Yes**

FY 2021 NN BIM Appendix L Sec. V. Submit Grant Application/Accept Grant Award

A. **Application,** Sec. 164(A) or Executive Official Review on EO 07-2013 **164(A)**

Reference Application e.g., SF-424, etc. Model 108/Annual Funding Agreement FY'2022

1 Grant Agreement, Terms & Conditions

Budget $13,495,397.00 *Funding Period* 1/1/22 - 12/31/22

2 Scope of Work (SOW) specific to grant purpose. Clean copy and marked up SOW attached

3 Required NNBF 1-5: budget comply w/ Sec. III. B. justify, calcu., etc. No

- NNBF 3 supported by DPM List of Employee Assignment No
- Budget each Subcontract Separate N/A

On lower right hand corner of each page, initial & indicate date of review.

4 IDC, use most current approved IDC rate. Indicate FY & IDC Rate N/A

- Supported by IDC calculation check sheet, page 86 of BIM. N/A

5 Cost Sharing Contribution, Form Appendix L-2 N/A

6 CFDA No. on federal funds 15.114

7 DUNS no. 009001702

8 SAMS

B. **Award,** Sec. 164(B) Review; Address Appli. requirement above.

- Document review no. on Appl./ Date
- Notice of Grant Award (NOGA) / Date (attach):
- Change to Appli. on Award, explain in **Comment** section below

C. **Award** (automatic) for successor year on multi-year contract; Address Appli. requirement above.

- Term (Begin & End Date) of multi-year contract
- NOGA / Date (attach):

D. Sec. III. C. **Contract Modification,** Form Summary of Change to Ext Grant Budget Appdx L-1

Additional allocation to annual award e.g., CR funding on federal award.

- Required NNBF 3 or 4 or both.
- NOGA / Date (attached):

E. **Comment on issues, concerns, etc.**

Doc No. 016795 deemed SUFFICIENT.
The Contract Renewal packet includes all Attachment (1, 2, A, B, C, D) required by the Instruction on Funding Proposal for FY 2022 Funds on P.L. 93-638 BIA Contract Programs that was issued by CGS memo of July 9, 2021.

F. **Document is Sufficient or Insufficient:** ***Sufficient***

G. **Review By / Date:** Albertina Tom-Sandoval 7/28/21 7.28.21

Surname By / Date: CMS 7/28/21 J.K 7/28/21

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

NAVAJO NATION DEPARTMENT OF JUSTICE

REQUEST FOR SERVICES

RECEIVED JUL 23 2021 DEPARTMENT OF JUSTICE ADMINISTRATION

DOJ
07/23/21 @ 12:40pm
DATE / TIME
RFS #: 21-1562 #2
UNIT: HSGU

☒ RESUBMITTAL (July 2021)

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE

DATE OF REQUEST: July 23, 2021 ENTITY/DIVISION: DODE

CONTACT NAME: Shirleene Shondee DEPARTMENT: ONNSFA

PHONE NUMBER: Rose Graham x7444 E-MAIL: shirleenshondee@navajo-nsn.gov or stsosie@navajo-nsn.gov

COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (Attach Documents): SOW - FY 2022

DEADLINE: Right Away REASON: Need to submit to OMB.

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 7/23/21 @ 2:30pm REVIEWING ATTORNEY/ADVOCATE: ~~AGE~~ MB

DATE TIME OUT OF UNIT: 7/23/21 @ 4:15pm PREPARED BY *(initial)*: LK

DOJ ATTORNEY / ADVOCATE COMMENTS

Legally sufficient.

REVIEWED BY: *(PRINT)* Michelle Begay DATE / TIME: 7/23/21 3:50 p.m.

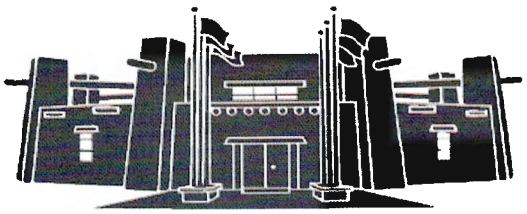
DOJ Secretary Called: emialed shirleenshondee for Document Pick Up on 7/23/21 at 4:06pm By: lk

PICKED UP BY: *(PRINT)* DATE / TIME:

NNDOJ/DRRF-July 2013

RECEIVED AUG 2 2021 CONTRACT ACCOUNTING

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



Honorable Seth Damon
Speaker
24th Navajo Nation Council

MEMORANDUM

TO : Hon. Daniel Tso, Delegate
24th Navajo Nation Council

FROM : _____
Troy D. Cook, Senior Court Advocate
Office of Legislative Counsel

DATE : August 17, 2021

RE : **AN ACTION RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES; APPROVING AND AUTHORIZING A CONTRACT BETWEEN THE NAVAJO NATION AND THE UNITED STATES DEPARTMENT OF THE INTERIOR UNDER 25 U.S.C. § 5301 ET SEQ. (P.L. 93-638, AS AMENDED), FOR A FIVE (5) YEAR TERM FOR THE PERIOD BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2026 FOR THE NAVAJO NATION HIGHER EDUCATION PROGRAM; APPROVING AND AUTHORIZING THE NAVAJO NATION HIGHER EDUCATION PROGRAM FISCAL YEAR 2022 ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK**

As requested, I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. As to format, the resolution as drafted is legally sufficient. Regarding substance, as with any legislation, it can be subject to review by the courts in the event of proper challenge. Please ensure that this particular resolution request is precisely what you want.

If you are satisfied with the proposed resolution, please sign it as "sponsor" and submit it to the Office of Legislative Services where it will be given a tracking number and sent to the Office of the Speaker for assignment. If the proposed resolution is unacceptable to you, please contact me at the Office of Legislative Counsel and advise me of the changes you would like made to the proposed resolution. Ahéhee'.

21-346-1

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION

LEGISLATION NO: _0173-21__ **SPONSOR: Daniel E. Tso**

TITLE: An Action Relating to Health, Education, and Human Services, Budget and Finance, and Naabik'íyáti' Committees; Approving and Authorizing a Contract Between the Navajo Nation and the United States Department of the Interior Under 25 U.S.C. § 5301 ET SEQ. (P.L. 93-638, as Amended), for a Five (5) Year Term for the Period Beginning January 1, 2022 and Ending December 31, 2026 for the Navajo Nation Higher Education Program; Approving and Authorizing the Navajo Nation Higher Education Program Fiscal Year 2022 Annual Funding Agreement and Scope of Work

***Date posted*: August 19, 2021 at 4:55PM**

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7586

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. *§374 et. seq.*

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY

LEGISLATION NO.: 0173-21

SPONSOR: Honorable Daniel E. Tso

TITLE: An Action Relating to Health, Education, and Human Services, Budget and Finance, and Naabik'íyáti' Committees; Approving and Authorizing a Contract Between the Navajo Nation and the United States Department of the Interior Under 25 U.S.C. § 5301 ET SEQ. (P.L. 93-638, as Amended), for a Five (5) Year Term for the Period Beginning January 1, 2022 and Ending December 31, 2026 for the Navajo Nation Higher Education Program; Approving and Authorizing the Navajo Nation Higher Education Program Fiscal Year 2022 Annual Funding Agreement and Scope of Work

Posted: August 19, 2021 at 4:55 PM

5 DAY Comment Period Ended: August 24, 2021

Digital Comments received:

Comments Supporting	***None***
Comments Opposing	***None***
Comments/Recommendations	***None***

VSRedhorse
Legislative Tracking Secretary
Office of Legislative Services

August 25, 2021 8:20 AM
Date/Time