

RESOLUTION OF THE
NAABIK'ÍYÁTI' STANDING COMMITTEE
24th NAVAJO NATION COUNCIL -- Second Year, 2020

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 INTERIOR UNDER THE 25 U.S.C. §§ 5301 *et seq.* (P.L. 93-638, AS AMENDED) FOR A FIVE-YEAR TERM FOR THE NAVAJO TREATMENT CENTER FOR CHILDREN AND THEIR FAMILIES PROGRAM; APPROVING AND AUTHORIZING THE ANNUAL FUNDING AGREEMENT AND SCOPE OF WORK FOR THE PERIOD OF THE CONTRACT TERM

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. Pursuant to 2 N.N.C. § 400, the Health, Education and Human Services Committee is established as a standing committee of the Navajo Nation Council, and pursuant to 2 N.N.C. § 401 (C)(1), it is the oversight committee for the Division of Social Services, Navajo Treatment Center for Children and Their Families.
- B. Pursuant to 2 N.N.C. § 300, the Budget and Finance Committee is established as a standing committee of the Navajo Nation Council, and pursuant to 2 N.N.C. § 301(B)(15) it 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.
- C. 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 Indian Self Determination and Education Assistance Act, 25 U.S.C. §§ 5301 *et seq.* (P.L. 93-638, as amended) authorizes government agencies, such as the U.S. Department of Interior, to enter into contracts with, and make grants directly to, federally recognized Indian tribes.

- B. The Navajo Treatment Center for Children and Their Families program of the Navajo Nation Division of Social Services, has requested approval of the attached P.L. 93-638 contract, in order to more effectively and efficiently serve its Navajo Nation clients. **Exhibit A.**
- C. The P.L. 93-638 contract for which approval is requested has been reviewed through the Navajo Nation's 2 N.N.C. § 164 process. **Exhibit B.**
- D. It is in the best interest of the Navajo Nation to approve the Indian Self Determination and Education Assistance Act, 25 U.S.C. §§ 5301 *et seq.* (P.L. 93-638, as amended) contract with the United States Department of Interior for the Navajo Treatment Center for Children and Their Families program.

SECTION THREE. APPROVALS

- A. The Navajo Nation approves and authorizes a contract between the Secretary of the Department of the Interior and the Navajo Nation under 25 U.S.C. §§ 5301 *et seq.* (P.L. 93-638, as amended), for a five-year term for the Navajo Treatment Center for Children and Their Families program, as set forth in **Exhibit C.**
- B. The Navajo Nation approves and authorizes the Annual Funding Agreement and Scope of Work for the Navajo Treatment Center for Children and Their Families program for the contract term indicated above, as set forth in **Exhibit D.**
- C. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute and effectuate the Contract, the Annual Funding Agreement and Scope of Work, provided the terms and conditions in such documents are substantially similar to those approved by this resolution.

CERTIFICATION

I, hereby certify that the foregoing resolution was duly considered by the Naabik'iyāti' Committee of the 24th Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 23 in Favor, and 00 Opposed, on this 17th day of December 2020.


Honorable Seth Damon, Chairman
Naabik'iyāti' Committee

12.28.2020

Date

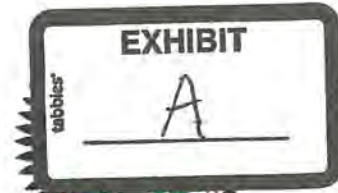
Motion: Honorable Kee Allen Begay, Jr.

Second: Honorable Eugene Tso

Chairman Seth Damon not voting

THE NAVAJO NATION

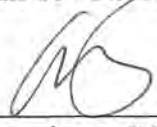
JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

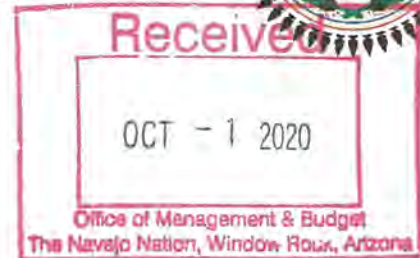


MEMORANDUM

TO: All 164 Reviewers

FROM:

 7/23/2020
Antoinette Miller, Program Manager
Navajo Treatment Center for Children and Their Families (NTCCF)



DATE: September 16, 2020

SUBJECT: JUSTIFICATION

This memorandum will serve as justification for the approval of the attached 164 # 014923 contract between the Navajo Nation, Navajo Division of Social Services (NDSS), Navajo Treatment Center for Children and Their Families (NTCCF) and the United States Department of Interior, Bureau of Indian Affairs, Navajo Regional Office.

The NTCCF program receives Congressional funding from the United States Department of Interior, Bureau of Indian Affairs, Navajo Regional Office to manage child sexual abuse cases. The NTCCF services were a part of the contract between Navajo Nation, Navajo Division of Social Services, Department of Family Services and the United States Department of Interior, Bureau of Indian Affairs, Navajo Regional Office. Please note the yearly funding allocation for NTCCF was determined by the Navajo Nation, NDSS, Department of Family Services. The NTCCF program was never given the opportunity to discuss funding.

It is the Navajo Nation, NDSS' decision to separate the services into individual contracts based on the reorganization of the Division. The Navajo Nation Health Education and Human Services Committee approved the NDSS Plan of Operation on January 08, 2020 which included the reorganization/realignment of all NDSS programs. This reorganization/realignment has required each program to re-evaluate their staffing and operational costs to ensure the achievement of the Scope of Work. This evaluation has determined that NTCCF will require additional funding based on the following:

- Approval of the NDSS Plan of Operation, Organizational Chart and Scope of Work for the overall reorganization.
- NTCCF has received an increase in services for Navajo children and families adapting to the Covid 19 – Pandemic. There have been a number of deaths due to the virus, which has increased our need for Counseling services. An increase in services requires an increase in service providers.
- The Covid 19 Pandemic has required a change in the delivery of mental health services. The Pandemic has dictated the need to provide services thorough electronic means. The

NTCCF staff must work to update all electronic systems to accommodate working with clients through electronic resources. Program will be working on virtual sessions with clients to ensure the safety of workers and Navajo children and families.

- To ensure accurate reporting the program will be purchasing and implementing an Electronic Case Management System and Database. The new system will allow the NTCCF program to maintain a centralized case management system to provide effective and efficient mental health services to children and families.
- The NTCCF has independent licensed providers that are responsible to maintain their independent licenses by attending specialized training. It is essential for providers to maintain their license to ensure professional and quality of services to children and their families.

Your review and approval is appreciated in advance. If you have questions, please contact me at (928) 871-7679. Thank you.

ATTACHMENTS: Contract
Annual Funding Agreement
Attachment A
Attachment B
Attachment C
Attachment D

xc: NTCCF file

OFFICE OF THE PRESIDENT AND VICE PRESIDENT
REQUEST FOR SERVICES

Date of Request:

10/19/20Name: RaNaye M. BadonieDepartment: Navajo Treatment Center for Children and Their FamiliesPhone Number: (928) 871 - 7679Email: rbadonie@navajo-nsn.gov

Please Check One:

(X)

164 Review No:

14923

()

Support Letter (s):

Description of Services:

Administrative Review: 164 #014923 for the review and approval of the Contract 2021-2025, Annual Funding Agreement between the Navajo Treatment Center for Children and Their Families (NTCCF) and the Department of Health and Human Services for January 01, 2021 to December 31, 2021, Statement of Work for 2021 and Budgets. Your approval is appreciated. Thank you.

Deadline:

Reason: 164 Review Process

RECOMMENDATIONS: (AUTHORIZED PERSONNEL ONLY)

Sign off on EDR only - requires completed
resolution before signature by President.
Program will pick up 11/2/20

Picked Up By:

Racina Jones
PLEASE PRINT NAME

Signature:

Racina Jones

Date/Time:

11/11/20 3:24 PM



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
10-9-20 @ 1139~
DATE / TIME
<input checked="" type="checkbox"/> 7 Day Deadline
DOC #: 014923
SAS #:
UNIT: H59~

☐ RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST:	10/8/20	DIVISION:	Navajo Division of Social Services
CONTACT NAME:	Antoinette Miller/RaNaye Badonie	DEPARTMENT:	Navajo Treatment Center for Children and Their Families (NTCCF)
PHONE NUMBER:	(928) 871.7679	E-MAIL:	rbadonie@navajo-nsn.gov
TITLE OF DOCUMENT: Administrative review of 164 #014923 for review and approval of the Contract 2021-2025, Annual Funding Agreement between NTCCF and The US Dept of Interior BIA Navajo Regional Office 01/01/21 - 12/31/21, Statement of Work 2021 & Budgets. Thank you.			

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT:	10/9/20	REVIEWING ATTORNEY/ADVOCATE:	MB/ee (eul)
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DATE TIME OUT OF UNIT:

DOJ ATTORNEY / ADVOCATE COMMENTS

legally sufficient. See attached document by Michelle Begay, hi

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
WJ for MB	10/15/2020 3:03p	WJ	10/15/2020 3:03p
emailed			

DOJ Secretary Called: rbadonie for Document Pick Up on 10/16 at 3pm By: Jc

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

14923

OOC - Section

Date

1 Accounts Receivable:

2 General Accounting:

3 Contract Accounting:

4 Contract Administration:

Just 10/7/20

Comments:

Budget Attached FY'2021 - NTCF. Just 10/7/20

SECTION 164 REVIEW FORMTitle of Document: 2021 BIA PL 93-638 Contract - NTCCF Contact Name: BADONIE, RANAYE M.Program/Division: DIVISION OF SOCIAL SERVICESEmail: rbadonie@navajo-nsn.gov Phone Number: (928) 871-7679

Division Director Approval for 164A: _____

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

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

<input type="checkbox"/>	Statement of Policy or Positive Law:		Sufficient	Insufficient
<input type="checkbox"/>	1. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)			
	1. OMB: <u>CMH - see memo</u>	Date: <u>9/11/20</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. OOC: <u>Ranaye M.</u>	Date: <u>10/7/20</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. OAG: <u>CMH</u>	Date: <u>10/15/20</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. OPVP: <u>see</u>	Date: <u>11/5/20</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

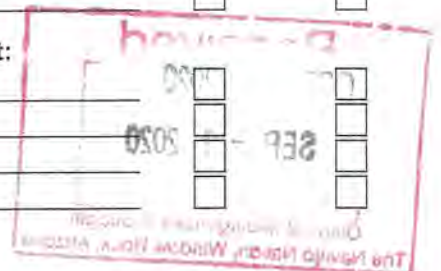
Section 164(B) Final approval rests with the President of the Navajo Nation

<input type="checkbox"/>	Grant/Funding Agreement or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Subcontract/Contract expending or receiving funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. BRD: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	5. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	M.O.A. or Letter of Assurance expending or receiving funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

OSOS - 730

* packet as resubmitted remains insufficient - see
memo CMH 10/1/21

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



THE NAVAJO NATION




JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

MEMORANDUM:

TO: All Reviewers

FROM:

 10/5/2020
Antoinette Miller, Program Manager
Navajo Treatment Center for Children and Their Families, NDSS

DATE: October 05, 2020

SUBJECT: 164 Review # 014923

This memorandum will serve as notification to all 164 Reviewers that the Navajo Treatment Center for Children and Their Families have addressed the "insufficient" determination and made the necessary changes that were recommended by Mr. Cordell Shortey, Contracting Officer with the Contracts and Grants Section/OMB.

As indicated in the memorandum dated October 01, 2020 the program may proceed with the 164 Review process. Therefore, the program will be proceeding with the process. Your review of the Contract, Annual Funding Agreement, Scope of Work and Budgets for FY 2021 is appreciated.

If you have questions regarding this 164 Review # 014923, please contact the program at (928) 871-7679. Thank you.

xc: NTCCF file

THE NAVAJO NATION

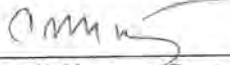
JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



October 1, 2020

MEMORANDUM

TO : Antoinette Miller, Program Manager
Navajo Treatment Center for Children and Their Families (NTCCTF)/ NDSS

FROM : 
Cordell Shortey, Contracting Officer
Contracts & Grants Section (CGS)/ OMB

SUBJECT : **Document No. 014923 – Proposed P. L. 93-638 Contract and Funding Proposal for FY 2021 Funds - NTCCTF**

The attached document regarding grant application was reviewed pursuant to FY 2021 NN BIM Appendix L. Sections V. B. and VI. B. which in part states “pursuant to its enabling statute at 2 NNC § 1201, OMB’s Contracts and Grants Section has authority to review grant applications and agreements prior to submission to external funding sources...” Pursuant to Sec. VI.G., the review is to advise President Nez if the grant application or agreement (award) is sufficient for his signature for submission, acceptance, or approval.

The document was submitted previously to CGS and deemed insufficient as explained in memorandum of September 11, 2020. The document resubmitted to CGS was re-reviewed in accordance to Instruction on Development of Funding Proposal for FY 2021 Funds on P.L. 93-638 BIA Contracts that was issued by CGS memorandum of August 20, 2020. The document is still “**insufficient**” due to following issues:

1. Budget on Form Proposed Budget Summary is not in the packet. NNBFs 1-6 are the packet. These are for internal Navajo Nation use and not necessary for the subject proposal.
2. Attachment “D” - Program Specific Reporting is not in the packet. Instead Summary of Approved Waivers to 25 CFR Part 20 is in the packet which is not in accordance with the said Instruction above.

NTCCTF is advised to resolve issues above before submitting the packet to Office of Legislative Services to obtain legislative authorization to enter into 638 Contract. To not delay processing of document, NTCCTF is to submit to next reviewer who is Office of the Controller (OOC). Should you have question, contact Contracts and Grants Section – OMB at (928) 871-6033.

Attachment

CC: File – CGS
Deannah Neswood-Gishey, Executive Director, NN DSS
Michelle Begay, Senior Attorney, NN DOJ

NAVAJO NATION DEPARTMENT OF JUSTICE



REQUEST FOR SERVICES



DOJ
9-1-20 @ 841a
DATE / TIME
RFS # 20-0998
UNIT: H59a

☐ RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST: 8/31/2020	ENTITY/DIVISION: Division of Social Services
CONTACT NAME: Antoinette Miller	DEPARTMENT: NTCCF/NDSS
PHONE NUMBER: (928) 871-7679	E-MAIL: almill@navajo-nsn.gov

COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (Attach Documents):
Program requesting for a preview of the Navajo Treatment Center for Children's contract with BIA. Attached is Contract, AFA and SOW for 2020. 164 is currently being reviewed by OMB and is forthcoming. Your assistance is appreciated. Thank you.

DEADLINE: Immediately	REASON: 2020 BIA Contract, AFA and SOW
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DOJ SECRETARY TO COMPLETE

Emailed by: ni
 DATE/TIME IN UNIT: 9/1/2020 @ 9:10am REVIEWING ATTORNEY/ADVOCATE: Michelle Begay

DATE TIME OUT OF UNIT:	PREPARED BY (initial):
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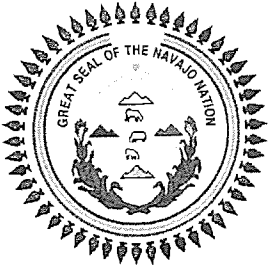
DOJ ATTORNEY / ADVOCATE COMMENTS

Not Sufficient. See memo by Michelle Begay

REVIEWED BY: (PRINT) <i>for MB Lmy</i>	DATE / TIME: 9/1/2020 @ 7:50
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DOJ Secretary Called: *Raana Johnson* for Document Pick Up on *9/1/2020* at *4:30* By: *ni*

PICKED UP BY: (PRINT)	DATE / TIME:
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NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

DOREEN N. MCPAUL
Attorney General

KIMBERLY A. DUTCHER
Deputy Attorney General

MEMORANDUM

TO: Antoinette Miller, Program Manager
Navajo Treatment Center for Children and Their Families/NDSS

FROM: /S/
Michelle Begay, Senior Attorney
Human Services & Government Unit/NNDOJ
Office of the Attorney General

DATE: September 11, 2020

SUBJECT: RFS 20-0998 - CY2020 P.L. 93-638 Contract Proposal

The Navajo Nation Department of Justice (NNDOJ) reviewed the P.L. 93-638 contract proposal document submitted by the Navajo Treatment Center for Children and Their Families (NTCCTF). The document is legally insufficient.

NNDOJ has the following comments on this document:

- For the Model 108 Contract, Section B(3) on page 2 - under the Standards, it is not necessary to list the Indian Self-Determination and Education Assistance Act and the Indian Health Care Improvement Act. You may delete those references.
- For the Annual Funding Agreement, the attached AFA has several typos and does not appear to be the correct AFA that is provided by OMB to the 638 programs, so NNDOJ advises NTCCTF to contact OMB for the correct AFA.
- Additionally, for the AFA, there are some attachments not included - the proposed budget and the appropriate reporting requirements for the program, if any.

Please address these and resubmit to NNDOJ for review.

If you have any questions regarding this matter, please contact me by email at mbegay@nndoj.org.

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 : #014923 / 09.03.2020

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

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

Award, B or C. _____ **Mod. No.,** _____

Signature Block for Branch Chief? Yes

FY 2018 NN BIM Appendix L Sec. IV. Submit Grant Application/Accept Grant Award

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

Reference Application e.g., SF-424, etc.

Attached - Model 108 & AFA

1 Grant Agreement, Terms & Conditions

Attached - AFA including supporting documents

Budget \$1,150,000.00 **Funding Period**

01/01/2021 - 12/31/2021

2 Scope of Work (SOW) specific to grant purpose.

Attached

3 Required NNBF 1-5: budget comply w/ Sec. III. B. justify, calcu., etc.

Needs Correction

- NNBF 3 supported by DPM List of Employee Assignment

Attached - CGS Reviewed

- 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 - est under separate BU

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

N/A - est under separate BU

5 Cost Sharing Contribution, Form Appendix L-2

N/A

6 CFDA No. on federal funds

15.025

7 DUNS no. 009001702

N/A

8 SAMS

N/A

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

- Document review no. on Appl./ Date

N/A

- Notice of Grant Award (NOGA) / Date (attach):

N/A

- Change to Appli. on Award, explain in **Comment** section below

N/A

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

- Term (Begin & End Date) of multi-year contract

N/A

- NOGA / Date (attach):

N/A

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

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

- Required NNBF 3 or 4 or both.

N/A

- NOGA / Date (attached):

N/A

E. Comment on issues, concerns, etc.

After thorough review conducted by CGS, the following items deemed the packet insufficient: 1) As part of the contract renewal that will be effective January 1, 2021, NDSS is proposing to separate existing 638 Contract on Social Services into (3) separate contracts. As CGS previously advised, NDSS needs to ensure the total of the proposed budget on all (3) not exceed the total FY 2020 recurring funds allocated by BIA NRO. Such recurring fund serves as base for budget request for FY 2021. 2) Proposed Budget Summary Form and NN Budget forms - both forms will need to be revised as program has assessed IDC. Indirect Cost Recovery is received under a separate business unit when determined by funding source. Therefore, it is not added to the proposed base amount. 3) Program Budget Summary Form and NN Budget forms - both forms depict an amount that does not equal the yearly average amount received by NTCCTF when the program was under DFS. The average amount allotted to NTCCTF less than 5% of the Tribal Priority Allocation (TPA) funds, which averaged about \$287,865.00 from FY17-19 and not exceeding \$295,000. Program needs to clarify if the 1,150,000 amount is a proposed amount to cover 5 years, as it exceeds the yearly allotment from previous contract. 4) Program is also lacking Attachment "C" and "D". These attachments are needed to explain the different report submission completed by NTCCTF. Please specify and attach to AFA in accordance with Instruction on Development of Funding Proposal for FY 2021 on '638 Contract memorandum dated 8/20/2020.

F. Document is Sufficient or Insufficient: Insufficient

G. Review By / Date: J. James, SCA / 09.03.2020

Surname By / Date:

CAH 9/11/20

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

Doc Review Check Grant Appl Award_164A FY'21 New Contract '638 NTCCTF AFA_9.3.20

Dev. Sept. 2017

THE NAVAJO NATION

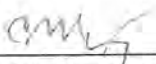
JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



September 11, 2020

MEMORANDUM

TO : Antoinette Miller, Program Manager
Navajo Treatment Center for Children and Their Families (NTCCTF) / NDSS

FROM : 
Cordell Shortey, Contracting Officer
Contracts & Grants Section / OMB

SUBJECT : **Doc. No. 014923:** Funding Proposal for FY 2021 PL 93-638 BIA Contract - NTCCTF

The attached subject document was reviewed pursuant to FY 2021 NN BIM Appendix L Sections V, B. and VI. B., which in part states "pursuant to its enabling statute at 2 NNC §§ 1201, OMB's Contracts and Grants Section has authority to review grant applications and agreements prior to submission to external funding sources...." Pursuant to Sec. VI. G., the review is to advise President Nez if the grant application or agreement (award) is sufficient for his signature for submission, acceptance or approval.

The document was further reviewed in accordance to CGS memorandum of August 20, 2020 titled Instruction on Development of Funding Proposal for FY 2021 Funds on P.L. 93-638 BIA Contracts. The document is surnamed "**insufficient**" as Section 164(A) action due to following issues:

1. As part of the contract renewal that will be effective January 1, 2021, NDSS is proposing to separate existing 638 Contract on Social Services into (3) separate contracts. As CGS previously advised, NDSS needs to ensure the total of the proposed budget on all (3) not exceed the total FY 2020 recurring funds allocated by BIA NRO. Such recurring fund serves as base for budget request for FY 2021.
2. Proposed Budget Summary Form and NN Budget forms - both forms will need to be revised as the program has assessed IDC in the proposed budget. Indirect Cost Recovery is received under a separate business unit when determined by funding source. Therefore, it is not added to the proposed base amount.
3. Program Budget Summary Form and NN Budget forms - both forms depict an amount that does not equal the yearly average amount received by NTCCTF when the program was under DFS. The average amount allotted to NTCCTF less than 5% of the Tribal Priority Allocation (TPA) funds, which averaged about \$287,865.00 from FY17-19 and not exceeding \$295,000. Program needs to clarify if the \$1,150,000 amount is a proposed amount to cover 5 years, as it exceeds the yearly allotment from previous contract.



Memorandum To: Antoinette Miller, Program Manager

Re: Document No. 014923 / 2021 BIA PL 93-638 Contract – NTCCTF

Page 2

4. Program is lacking Attachment "C" and "D". These attachments are needed to designate the different report submissions completed by NTCCTF. Please specify and attach documents to AFA in accordance with the Instructions provided.

NTCCTF is advised to resolve the issues raised above to ensure final packet is sufficient for submission to BIA NRO. Also to monitor the packet to complete the 164(A) action prior to deadline. Contact our office at 871-6033 if you have questions.

Attachment

CC: File

Deannah Neswood-Gishey, Executive Director, NDSS



THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

MEMORANDUM:

TO: ALL SECTION REVIEWERS

FROM:

A handwritten signature in black ink, appearing to be "AM", is written over a horizontal line.

Antoinette Miller, Program Manager
Navajo Treatment Center for Children and Their Families

DATE: August 28, 2020

SUBJECT: 164 Review #014923



This memorandum will serve as a request to review and approve the 164 Review of the contract between the Navajo Nation, Navajo Division of Social Services (NDSS), Navajo Treatment Center for Children and Their Families (NTCCF) and The United States Department of Interior, Bureau of Indian Affairs, Navajo Regional Office. Attached for review is the Contract for January 01, 2021 to December 31, 2025, Annual Funding Agreement for January 01, 2021 to December 31, 2021, Statement of Work 2021 and Budgets.

The Navajo Nation receives funding from the United States Department of Interior, Bureau of Indian Affairs, Navajo Regional Office for specific services provided by the Navajo Division of Social Services (NDSS) programs. NDSS will be separating the services into individual contracts with the United States Department of Interior, Bureau of Indian Affairs, Navajo Regional Office.

Your approval is appreciated. If you have additional questions, please contact me at (928) 871.7679. Thank you.

ATTACHMENTS: CY 2021-2025 Contract
 CY 2021 Annual Funding Agreement
 Statement of Work 2021
 Summary Proposed Budget 2021
 FY 2021 Budgets (Form 1-6)

cc: NTCCF file

Received

SEP - 1 2020

Contracts and Grants Section - OMB

Request for Service (SAS Review) on Funding Contract / Agreement

For Program Use - Fill-in, Submit and/or Address Office of Management & Budget
The Navajo Nation, Window Rock, Arizona**1 Information on Program - Sponsor:**

A. NTCCF / NDSS

Program / Division

B. Antoinette Miller, Program Manager

Program Manager / Phone No.

2 Information on SAS & Contract:

SAS No. 14923

Application

Award

Modification No.

Per Original Annual Funding

A. Budget Amount (Bdgt Amt)

Amount +/-:

B. Term-Bdgt..Begin - End Date

01/01/21 - 12/31/21

Term:

FY 2021

C. Term-Contr..Begin - End Date

01/01/21 - 12/31/21

Date..From - To

D. FY Funding

FY 2021

Other:

E. Funding Agency & CFDA No.

F. IGR legis., # & date...on Award

G. FMIS - Co. & K #s...on Award

3 Document or Rule Chk:Organize & tab documents in order listed; provide helpful notes.

A. Memo on action required..... 164 Administrative Review #014923

B. Fund Agency - Documents

NOFA / NOGA / LETTER.....

Application, describe.....

Contract/Agreement.....

Contract 2021 - 2025, AFA 2021

** Match Fund - Amt or % req.....

** IDC - Amt or % Allowed.....

Scope Wk/ Budget Forms.....

SOW 2021 and NN Budget Forms 1-6

Req. Rpts / Spec. Cond. - §/¶:

Freq / Type-progr., 269.

Period End

Due Date

§ 4.

¶ 7.

C. NN BIPM

Budget Forms 1, 3-6.....

NN Budget Forms 1-6

IDC/MF - formula/calculate.....

D. Other - specify.....

** Attach citation of funding agency rule.

4 Acknowledgement: To the best of my knowledge, the information provided above is complete and accurate.

Program Mgr - Signature / Date

For Contracts and Grants Section Use

5 Assigned FMIS Nos.:

OMB Tracking No.

Comments:

Co. #

K#

6 Signature - Review / Acceptance:

Contract Analyst / Date

Contracting Officer / Date

**AFTER CGS REVIEW, RETURN SHEET TO OMB OFFICE SPECIALIST TO LOG OUT SAS **


THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

MEMORANDUM

TO: ALL CONCERNED

FROM: 
Deannah Neswood-Gishey, Executive Director
DIVISION OF SOCIAL SERVICES

DATE: August 20, 2020

SUBJECT: **DELEGATION OF AUTHORITY**

The following order of delegation shall become effective in my absence:

1. Alva R. Tom, Deputy Division Director
Division of Social Services
2. Roxanne Gorman, Department Manager III
Department for Self Reliance/NDSS

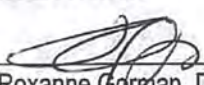
The persons delegated will be responsible to act prudently, review and/or sign off on all routine correspondences including Budget Revision Requests, Budget Modifications and Personnel Action Forms on behalf of the Executive Director. **Office of Hearings & Appeals' (OHA) issues shall be reviewed and approved by the Executive Director only.**

The standing delegation supersedes any previous delegation of authority and can be superseded by a specific written delegation. In the event of uncertainty or if further clarification is needed in signing any documents or regarding other issues, decision will be made until I return or contact me for consultation.

All documents that require the Executive Director's signature are to be routed to NDSS Executive Administration for records purpose. All staff are expected to cooperate and follow order of this delegation. Your cooperation and assistance is appreciated.

ACKNOWLEDGMENT:


Alva R. Tom, Deputy Division Director
Division of Social Services

 8/20/2020
Roxanne Gorman, Department Manager III
Department of Services/NDSS

THE NAVAJO NATION

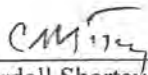
JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



August 20, 2020

MEMORANDUM

To : Program Managers and Division/Executive Directors
P.L. 93-638 BIA Contracted Programs

From : 
Cordell Shortey, Contracting Officer
Contracts and Grants Section, OMB

Subject: Instruction on Development of Funding Proposal for FY 2021 Funds on P. L. 93-638 BIA Contracts

Attached as Exhibit "A" is the subject Instruction that you were informed will be forthcoming in the memorandum of August 7, 2020 regarding development of scope of work (SOW) on the said funding proposals. The SOW which is due for submission by August 21, 2021 to DOJ for pre-review is referred to in Section 3. D. of the Instruction.

Based on the SOW reviewed by DOJ, pursuant to Section 3. B. or C. of the Instruction, prepare the funding proposal for either Contract renewal or Successor Annual Funding Agreement (SAFA) that applies to the 638 Contract you administer. The softcopy of the form Summary of Proposed Budget will be emailed along with this memorandum. The AFA and, if applicable, the Model 108 Contract will be emailed separately to you (Program Manager for respective 638 Contract).

The funding proposals are due for submission to BIA NRO by October 1, 2020. To ensure this is met, perform the tasks you are responsible for which are indicated on the Timetable on Page 8 and complete those by the respective due date.

We appreciate your compliance with the Instruction. If you have questions, contact CGS office at 871-6033.

Attachment / Distribution

Cc: file

Branch Chiefs - President, Speaker, Chief Justice
Paulson Chaco, Chief of Staff /OPVP
Michelle Begay, Attorney / DOJ
Office of the Controller – Pearline Kirk/ Jonathan Harrison

Instructions on Development of Funding Proposal
For Fiscal Year (FY) 2021 Funds on P.L. 93-638 BIA Contracts

1. Required Action by P. L. 93-638 Contracted Programs (Programs)

Funding proposals for FY 2021 funds by the Nation's eighteen (18) contracted programs are due for submission to BIA Navajo Regional Office by October 1, 2020. The programs are listed on Page 3. The budget year is on calendar year (CY) basis, January 1, 2021 to December 31, 2021.

2. Types of Funding Proposals are:

- A. Contract Renewal is required on contracts previously authorized by the Navajo Nation (NN) on which the term ending date will expire at the end of the current Annual Funding Agreement (AFA) year on 12/31/20. The seven (7) Contracts due for renewal are referenced by bold font in Column B of Page 3.
- B. Successor Annual Funding Agreement (SAFA) is required on contracts previously authorized by the NN on which the term ending date does not expire at the end of the current AFA year on 12/31/20 and the contract term continues beyond that. The eleven (11) contracts that are due for SAFA are referenced by standard font (not bolded) in Column B of Page 3.

3. Required Documents on the Funding Proposal.

- A. The Chart on Page 4 shows the documents required for Contract Renewal or SAFA and are explained below in subsections B., C., and D. The documents are Attachments to the funding proposal which need to be labeled by appropriate numbers and letters indicated on the bottom right hand corner of the page and organized in the order shown.
- B. Required documents on **Contract Renewal** are as follows:
 - 1) Model 108 Contract (Contract). This is a standard contract that is found in 25 U.S.C. §§ 5301 et seq. The Contract in MS Word document will be emailed to the Program Manager to fill the following sections and compile the funding proposal packet. The Program title is entered in Section A. 2. by CGS.
 - a) Sec. B. 1. : enter the period the multi-year contract is proposed. The recommendation is minimum of 3 years and not exceed 5 years.
 - b) Sec. B. 3. : enter the standards the Program will use to administer the Contract. The standards listed in the current Contract should serve as the base.
 - 2) Attachment 1 – will be Naabik'iyáti' Committee Resolution resulting from action indicated in subsection E. 1) below.
 - 3) Attachment 2 – Annual Funding Agreement (AFA). The AFA for year one of the multi-year contract is the AFA. The AFA shall be supported by the documents listed under subsection D. below.
- C. **SAFA**, this will be provided to the Programs by CGS. This type of the funding proposal shall be supported by the documents listed under subsection D. below. On a multi-year 638 contract, the AFA for year two (2) and the rest of the contract term is SAFA.
- D. **Attachments to the SAFA** are listed below and referenced by bullet points:
 - **Attachment "A" - Scope of Work (SOW)** is a brief statement of the Program, Function, Services and Activities (PFSA) that the Program will perform pursuant to 25 C.F.R. §900.8.
 - 1) SOW shall be developed as follows:
 - a) Written in clear and realistic form and focus on priorities that are designed to achieve end results effectively and efficiently within the contract funding period.
 - b) The Instruction on submission of draft SOW for CY 2021 AFA was provided by CGS memorandum of August 7, 2020 and emailed on the same date to Program Managers and Division Directors. The draft SOW in the following format is due for submission by August 21, 2020 to DOJ.
 - i. If the SOW for CY 2020 will be revised and updated for FY 2021, show the revision by underscoring the additions and strike through the deletions using the Track Changes on MS Word. This is the marked up SOW.

- ii. If the **same** SOW for CY 2020 will be continued and used in CY 2021 indicate "NO CHANGES" at the top of the page of the SOW.

Attach both the marked up and clean copy (markup removed) of the SOW that is endorsed by DOJ with the funding proposal.

• **Attachment "B" – Budget:**

- 1) Use the Form Summary of Proposed Budget that is on Page 5 to prepare budget. The softcopy will be emailed to the Program Managers and Division Directors.
- 2) The amount to budget for shall be based on:
 - a) The recurring FY 2020 funds allocated by BIA NRO serve as the base budget for FY 2021.
 - b) If the amount of proposed budget exceeds the base budget, provide justification for the higher amount proposed.

• **Attachment "C" - Government Performance and Results Act (GPRA)**, a sample is on Page 6.

• **Attachment "D" – Program Specific Report**, a sample is on Page 7.

Include the attached Attachment "C" and "D" in the funding proposal as is. Any additional report requested by BIA NRO will be negotiated and made a part of the approved funding proposal.

E. Required Review and Approval of Funding Proposal by the NN is as follows:

- 1) Contract Renewal is subject to Section 164(A) review and thereafter action via resolution by Naabik'iyati' Committee to authorize the Program to enter into the Contract and NN President to sign the Contract and AFA.
- 2) SAFA is subject to Section 164(B) review and thereafter signed by NN President or Chief Justice.

Pursuant to FY 2021 NN BIM Appendix L Section VI. B., contract and grant applications must obtain prior approval of the OMB Contracts and Grants Section (CGS). Accordingly, submit the Contract Renewal packet and SAFA to CGS first for pre-review. Thereafter the proposal will continue the 164(A) or 164(B) process.

4. Submission of Funding Proposal to BIA NRO.

- A. All funding proposals that have been signed by NN President or Chief Justice shall be returned to CGS for submission to BIA NRO.
- B. Pursuant to 25 C.F.R. §900.32, if the SOW in the funding proposal is:
 - 1) Substantially the same as the prior year approved funding proposal (FY 2020) except for the funding amount, BIA NRO may approve and award the funding proposal.
 - 2) Not substantially the same as the prior year approved funding proposal (FY 2020) due to redesign, different PFSA, etc. BIA NRO and the NN will negotiate the SOW.
- C. A meeting between BIA NRO and the Nation may be necessary to discuss resolving concerns with the funding proposal.

5. **Timetable.** Page 8 is the Timetable on development and submission of the funding proposal. The parties responsible for the activities indicated need to ensure the tasks are performed correctly and the due date met. The respective supervisors or Document Review reviewers are advised to ensure compliance and resolve the non-compliances.

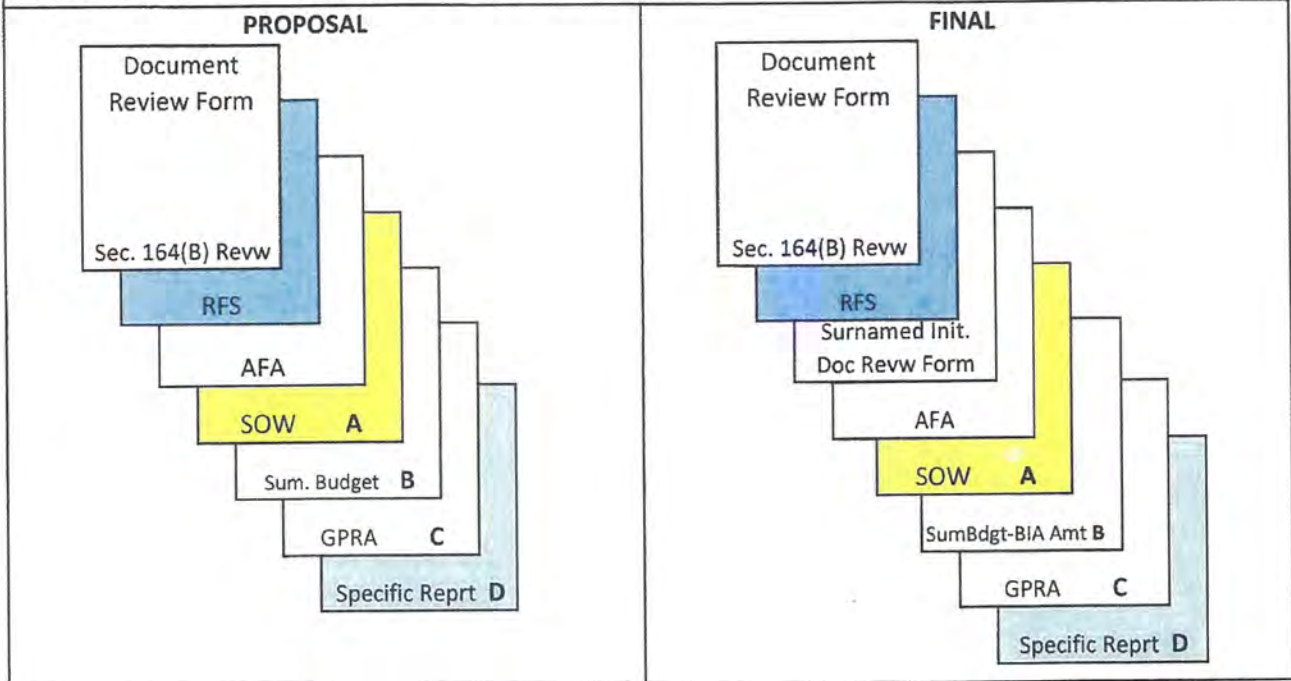
END OF INSTRUCTION

THE NAVAJO NATION List of P. L. 93-638 BIA Contracted Programs Development of FY 2021 Funding Proposal Dev. August 11, 2020				
A	B	C	D	E
No.	Contracted Programs	NNC Authorizing Resolution	Contract Term	Contract No.
BIA Contracts - Trust Programs				
1	DHR - Tribal Enroll. / Vital Records	NABIN-80-18	1/01/19-12/31/21	A19AV00373
2	DNR - Water Development	NABID-81-17	1/01/18-12/31/22	A18AV00338
3	DNR - Water Monitoring & Invty	NABID-74-19	1/1/20-12/31/24	A20AV00139
4	DNR - Forestry Mgmt	NABID-74-17	1/01/18-12/31/22	A18AV00262
5	DNR - Natural Heritage			
6	DNR - Fish & Wildlife Mgmt.			
7	DNR - Safety of Dams	NABIN-71-18	1/01/19-12/31/21	A19AV00490
BIA Contracts - General Trust (Non Trust)				
8	DCD - Housing Improvement	NABIN-66-18	1/01/19-12/31/21	A20AV00003
9	DNR - Env. Arch. - Non-Road	NABID-102-16	1/01/17-12/31/21	A17AV00262
10	DODE - Higher Education	NABIS-78-16	1/01/17-12/31/21	A17AV00096
11	DODE - Johnson O'Malley			
12	DPS - Adult Detention	NABID-79-17	1/01/18-12/31/22	A18AV00235
13	DPS - Juvenile Detention	NABID-80-17	1/01/18-12/31/22	A18AV00236
14	DPS - Criminal Investigation			
15	DPS - Law Enfmt- Patrol			
16	NDSS - Social Services			
17	NDSS - ICWA	NABIN-68-18	1/01/19-12/31/22	A19AV00376
18	Judicial - Tribal Courts			

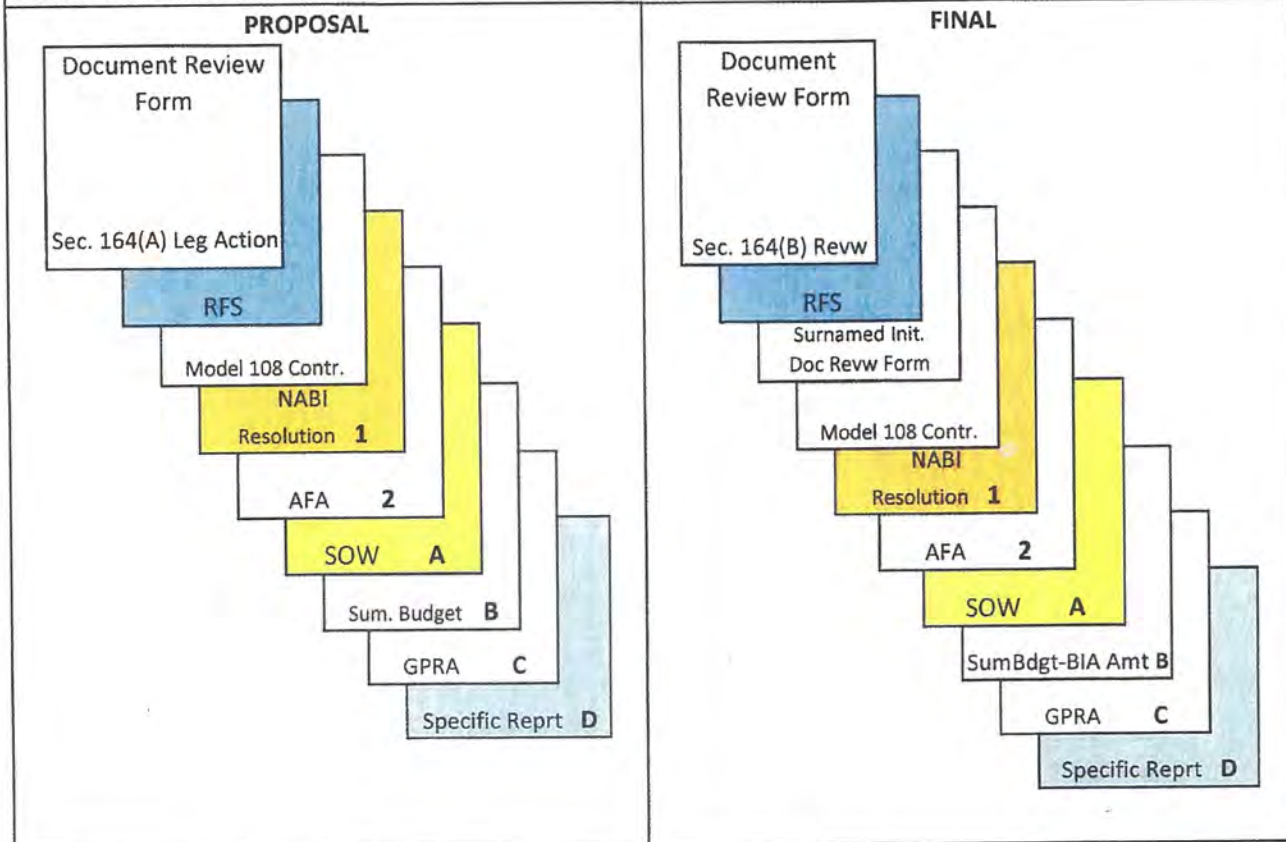
The bolded font on the program title in Column B indicate the contract is due for renewal effective CY 2021.

Contracts and Grants Section/OMB
CHART on REQUIRED DOCUMENTS for
 Submission of Funding Proposal for FY 2021 P.L. 93-638 BIA Funds

1. Successor Annual Funding Agreement (SAFA)



2. Contract Renewal



Document Review Form: type of review Sec. 164(A) or (B)
 RFS-Request for Services, DOJ & OPVP
 AFA-Annual Funding Agreement

SOW- Scope of Work
 GPRA-Government Performance Results Act
 NABI-Naa'bik'yati Committee

Navajo Nation
Summary of Proposed Budget
FY 2021 - P. L. 93-638 BIA Contract

Part I. - Program Information:

A. Program / Division: _____
B. Contract No.: _____

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		
2900	Fringe Benefit		
3000	Travel		
3500	Meeting		
4000	Supplies		
5000	Lease & Rental		
5500	Communication & Utilities		
6000	Repairs & Maintenance		
6500	Contractual Service		
7000	Special Transactions		
8000	Assistance		
9000	Capital Outlay		
9720	Indirect Cost		
Total Budget			\$0.00

Part III. - Signatures:

Program Manager / Date

Division Director / Date

Government Performance and Results Act **(GPRA)**

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

Attachment "C"

Program Specific Report

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

Attachment "D"

Contracts and Grants Section - OMB
Timetable / Tasks on Development of Funding Proposal
FY 2021 Funds on P. L. 93-638 BIA Contracts

A	B	C	D
No.	Timeline (Due Dates)	Tasks	Responsible Party
1	August 7, 2020	Issued memorandum on development of scope of work (SOW) to Program Managers and Division Directors	CGS / OMB
2	August 20, 2020	Issue Instructions on development of funding proposal to Program Managers and Division Directors	CGS / OMB
3	August 21, 2020	Draft SOW due for submission to DOJ, email soft copy and submit hardcopy by Request for Service (RFS)	Program Managers and Division Directors
4	August 21 – 28, 2020	Compile funding proposal, Contract renewal require 164(A) action and SAFA 164(B).	Program Managers / Division Directors
5	By September 25, 2020	Return Contract and SAFA signed by President Nez or Chief Justice Jayne to CGS/OMB.	Program Managers / Division Directors
6	At earliest date possible	Authorize Renewing P. L. 93-638 Contract	Nabik'iiyatí Committee / NN President
7	By October 1, 2020	Submit funding proposals approved by NN to BIA NRO.	CGS /OMB
8	November 9 - 13, 2020	If need be, meet & discuss to resolve issues and concerns with the P. L. 93-638 funding proposals at BIA NRO Gallup.	BIA NRO; NN – Programs / Divisions; CGS; OOC; DOJ
9	December 11, 2020	Submit final changes on SOW, budget, etc. as agreed between BIA NRO and NN to CGS.	Program Managers/Division Directors; CGS and DOJ
		Execute Contract / AFA.	NN President / Chief Justice
10	January 01, 2021	Implement CY 2021 Contract / AFAs approved by BIA NRO.	Navajo Nation

FY 2021

THE NAVAJO NATION PROGRAM BUDGET SUMMARY

Page 1 of 6
BUDGET FORM 1

OCT - 1 2020

Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

PART I. Business Unit No.: _____		Program Title: _____		Navajo Treatment Center for Children and Their Families -		Division/Branch: _____		Social Services	
Prepared By: Marcella Begay, AMS		Phone No.: _____		928-871-7679		Email Address: _____		mbegay1@navajo-nsn.gov	

PART II. FUNDING SOURCE(S)			Fiscal Year /Term	Amount	% of Total	PART III. BUDGET SUMMARY			Fund Type Code	NNC Approved Original Budget	Proposed Budget	Difference or Total
NTCCF - BIA'638			FY 2021	291,733.00	100%				6		287,430	
						2001 Personnel Expenses						
						3000 Travel Expenses						
						3500 Meeting Expenses						
						4000 Supplies						
						5000 Lease and Rental						
						5500 Communications and Utilities						
						6000 Repairs and Maintenance						
						6500 Contractual Services			6	1,614		
						7000 Special Transactions			6	2,689		
						8000 Public Assistance						
						9000 Capital Outlay						
						9500 Matching Funds						
						9500 Indirect Cost						
						TOTAL				\$0.00	291,733.00	0

PART IV. POSITIONS AND VEHICLES			(D)	(E)
Total # of Positions Budgeted:				12
Total # of Vehicles Budgeted:				0

PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.

SUBMITTED BY: _____ Program Manager's Printed Name _____
 Antoinette Miller 9/29/2020

APPROVED BY: _____ Division Director / Branch Chief's Printed Name _____
 Deannah Neswood-Gishey 9/30/2020

 Program Manager's Signature and Date

 Division Director / Branch Chief's Signature and Date

Received

OCT - 1 2020

Page 2 of 6
BUDGET FORM 2Office of Management & Budget
The Navajo Nation, Window Rock, ArizonaTHE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

FY 2021

PART I. PROGRAM INFORMATION:

Business Unit No.: _____ Program Name/Title: Navajo Treatment Center for Children and Their Families -

PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:

PART III. PROGRAM PERFORMANCE CRITERIA:

1. Goal Statement:

Number of patient/family members receiving treatment services per quarter.

Program Performance Measure:

Provide treatment services to 105 patient/family per quarter.

2. Goal Statement:

Number of patient/family members pre-intake/intakes per quarter.

Program Performance Measure:

Conduct 65 patient/family pre-intake/intakes per quarter.

3. Goal Statement:

Number of treatment hours per quarter.

Program Performance Measure:

Provide 264 treatment hours per quarter.

4. Goal Statement:

Number of patient consultations/case management hours per quarter.

Program Performance Measure:

Conduct 880 case consultation/case management hours per quarter.

5. Goal Statement:

Number of participants/groups receiving Prevention/Psych. Education per quarter.

Program Performance Measure:

Provide Prevention/Psych. Education to 140 individuals/groups per quarter.

PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.

Antoinette Miller

Program Manager's Printed Name

9/29/2020

Program Manager's Signature and Date

Deannah Neswood-Gishey

Division Director/Branch Chief's Printed Name

9/30/20

Division Director/Branch Chief's Signature and Date

THE NAVAJO NATION
LISTING OF POSITIONS AND ASSIGNMENTS BY BUSINESS UNIT

FY 2021

SUB ACCT	POS NO	JOB TYPE	POSITION TITLE	EMP ID	WRKSITE CODE	FY 2020 ACTUAL		FY 2021 PROPOSED	
						G/S	SALARY	HOURS	BUDGET
1003	201393	3804	Clinical Family Therapist	10441	1	BC68F	33.23	320	10,633.60
1004	241889	3803	Family Therapist	11755	2	BC67A	26.31	320	8,419.20
1005	913424	3803	Family Therapist	360716	3	BC67A	26.31	320	8,419.20
1008	260348	3803	Family Therapist	12342	6	BC67A	26.31	320	8,419.20
1101	201016	3743	Treatment Coordinator	359281	5	BC64A	20.42	1,680	34,305.60
1102	VACANT	3743	Treatment Coordinator	244404	3	BC64A	20.42	640	13,068.80
1104	949929	3803	Clinical Family Therapist	264525	3	BC68A	28.66	320	9,171.20
1107	247223	3803	Family Therapist	224502	2	BC67A	26.31	320	8,419.20
1108	949927	3803	Family Therapist	153213	5	BC67A	26.31	320	8,419.20
1109	946264	3743	Treatment Coordinator	115311	6	BC64A	20.42	1,680	34,305.60
1118	948970	3743	Treatment Coordinator	347427	4	BC64A	20.42	1,680	34,305.60
1125	243351	3810	Traditional Practitioner	266430	4	BC62A	17.53	1,040	18,231.20

FTE TOTAL

196,117.60

Received

OCT - 1 2020

Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

FY 2021

THE NAVAJO NATION DETAILED BUDGET AND JUSTIFICATION

 Page 4 of 6
BUDGET FORM 4

Received

OCT - 1 2020

 Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

PART I. PROGRAM INFORMATION: Program Name/Title: Navajo Treatment Center for Children and Their Families - Business Unit No.:			
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
2001 PERSONNEL EXPENSES			287,430
Employee Salary and Fringe Benefits			
2110 Regular	2120 Person-Regular FT Twelve (12) Regular Full-Time positions per Budget Form 3	196,118	
2900 Fringe Benefits	2900 Fringe Benefits \$196,117.60 x 46.56% = \$91,312.35	91,312	
6500 CONTRACTUAL SERVICES			1,614
Provide traditional services for clients.			
6910 Other Contractual Services	6912 Traditional Ceremonies: \$269.00 x 6 Clients = \$1,614	1,614	
7000 SPECIAL TRANSACTIONS			2,689
Required Insurance Premiums.			
7710 Insurance Premiums	7765 Policy Payment 7767 Worker's Comp \$196,117.60 + \$91,312.35 = \$287,429.95 x 0.41/100 = \$1,178.46 \$196,117.60 x 0.77/100 = \$1,510.11	2,689	
TOTAL		291,733	291,733

SUMMARY OF CHANGES TO BUDGETED POSITIONS

PART I. PROGRAM INFORMATION:

Program Name/Title: Navajo Treatment Center for Children and Their Families -

Business Unit No.:

OCT - 1 2020

PART II. PERSONNEL/POSITION CHANGES:

[illegible]

THE NAVAJO NATION
EXTERNAL CONTRACT AND GRANT FUNDING INFORMATION

FY 2021

PART I. PROGRAM INFORMATION:

Program Name/Title: Navajo Treatment Center for Children and Their Families -

Contract/Grant No.:

Received

Funding Period:

K #:

OCT - 1 2020

Prepared by:

Marcella Begay, AMS

PART II. PURPOSE OF FUNDING AND MATCH FUNDS REQUIREMENT

Office of Management & Budget
The Navajo Nation, Window Rock, Arizona

PART III. BUDGET INFORMATION:

(A)		(B)	(C)	(D)
Major Object Code and Description		Current Award Fiscal Year	Anticipated Funding Fiscal Year	Difference Columns (C) - (B)
2001	Personnel Expenses		287,430	287,430.00
3000	Travel Expenses			
3500	Meeting Expenses			
4000	Supplies			
5000	Lease and Rental			
5500	Communication and Utilities			
6000	Repairs and Maintenance			
6500	Contractual Services		1,614	1,614.00
7000	Special Transaction		2,689	2,689.00
8000	Assistance			
9000	Capital Outlay			
9510	Matching - Cash			
9610	Matching - In - Kind			
9710	Indirect Cost (Overhead) Allocation			
TOTALS:		-	291,733	291,733.00

PART IV.

MATCH FUNDS - No. of Positions:

MATCH FUNDS - Required GF Cash Match:

Required GF In-Kind Match:

Required GF % Match:

CONCURRED BY:

Contracting Officer's Signature / Date:

PART V. ACKNOWLEDGEMENT:

Submitted by (print):

Antoinette Miller

9/29/2020

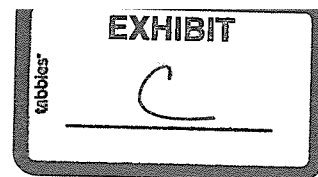
Signature/Date:

Approved by (print):

Deannah Neswood-Gishey

Signature/Date:

9/30/20



**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: Navajo Division of Social Services Program (NDSS) - Navajo Treatment Center for Children and Their Families (NTCCF).

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 for five (05) 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), Navajo Division of Social Services Manual for 638 Contracted Programs, Navajo Child Special Advocacy Program (NCSAP) Protocol and 25 C.F.R Part 20 and where applicable, waivers approved by the Secretary of the Interior, 25 C.F.R. Part 115 and where applicable, waivers approved by the Secretary of the Interior, State of Arizona Board of Behavioral Health Examiners and State of New Mexico Regulation & Licensing Department. 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 than 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.

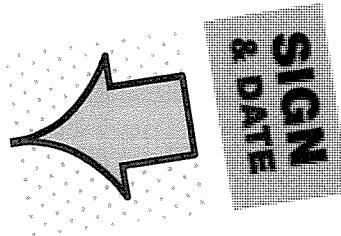
2. Annual Funding Agreement

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

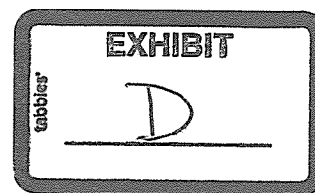
- (i) terms that identify the programs, services, functions, and activities to be performed or administered, the general budget category assigned, the funds to be provided, and the time and method of payment; and
- (ii) such other provision, including a brief description of the program, services, functions, 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
THE NAVAJO NATION



Secretary, Department of the Interior, or designee
UNITED STATES OF AMERICA



FISCAL YEAR 2021

ANNUAL FUNDING AGREEMENT

CONTRACT NO. _____
Social Services Program
(Mature Definite for 01/01/21 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, 2021 through December 31, 2021

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

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 Social Services 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") Social Services 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 2020 recurring enacted amount allocated. If Congressional appropriation for full year funding is not available at the start of the FY 2021, 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 2020 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 2021 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 and narrative reports 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. DEOBLIGATION 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 2020 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. 100-690), 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 then 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, 8401, 8522 and 8524
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, 2021 through December 31, 2021 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

THE NAVAJO NATION

Date

Secretary, Department of the Interior,

Or designee

UNITED STATES OF AMERICA

Date

**Navajo Nation Division of Social Services
Navajo Treatment Center for Children and Their Families
P.L. 93-638**

Statement of Work

The Navajo Treatment Center for Children and Their Families (NTCCF) will provide outpatient mental health services with emphasis on: trauma-focused therapeutic and clinically based treatment services for children and families who have experienced abuse. NTCCF will provide children and families quality, professional counseling inclusive of aftercare services.

CLINICAL SERVICES

NTCCF will provide outpatient mental health services to assist children and families of the Navajo Nation who have experienced abuse (physical, mental, sexual and emotional) and trauma. The NTCCF will provide Trauma-informed therapy is an approach to guide and create a safe environment that will empower children and families. Clinical supervision will be provided by a licensed clinician and/or a Family Therapist in the process of obtaining licensure with supervision provided by an independently licensed professional. NTCCF will provide counseling in an outpatient setting for children and families considered high risk or at risk involved in the child welfare system. NTCCF has five (05) clinics across the Navajo Nation located in Chinle, AZ, Crownpoint, NM, Fort Defiance, AZ, Shiprock, NM, and Tuba City, AZ. NTCCF Program will provide the following services:

- Individual counseling
- Family counseling
- Group counseling
- Aftercare

NTCCF will strive to improve the quality of care to children and families of the Navajo Nation. The program will monitor and evaluate services to ensure compliance with clinical standards of care.

CASE MANAGEMENT

The NTCCF electronic case management system will allow the management of client caseloads, scheduling, and provide timely services to clients served by the Division of Social Services.

TRADITIONAL SERVICES

The NTCCF is committed to strengthening and empowering children and families through the traditional principles and values of K'é. NTCCF staff will provide psychotherapy as the primary method of intervention for children and families who have experienced trauma. NTCCF will supplement the western therapeutic approach of healing with traditional services to achieve an effective healing process for children and families. NTCCF will also provide cultural teachings and principles to children and families to promote basic Diné philosophies of life: Respect, Relationships, Reverence and Responsibility.

PREVENTION SERVICES

NTCCF will provide presentations to children, families, communities, and local resources in the distribution of prevention information, educational and promotional material.

ADMINISTRATIVE SERVICES

NTCCF will promote and improve the level and quality of staff competency through appropriate training, licensure and certification.

NTCCF Electronic Case Management System case management system will coordinate the care and services for children and families in the outpatient mental health system.

NTCCF fiscal management will be inclusive of funding allocation, payroll, purchasing, property, contract compliance and auditing. The financial management system will comply with all established accounting standards, principles and practices.

NTCCTF will partner with all community resources to increase and support services for children and families.

Navajo Nation
Summary of Proposed Budget
FY 2021 - P. L. 93-638 BIA Contract

Part I. - Program Information:

Navajo Treatment Center for Children
and Their Families / Social Services

A. Program / Division:

B. Contract No.:


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	13 - Regular full time staff salaries at 100%	\$196,118.00		
2900	Fringe Benefit	Fringe Benefits for permanent employees calculated at \$196,117.60 x 46.56% = \$91,312.35	\$91,312.00		
3000	Travel				
3500	Meeting				
4000	Supplies				
5000	Lease & Rental				
5500	Communication & Utilities				
6000	Repairs & Maintenance				
6500	Contractual Service	Provide traditional ceremonies for clients.	\$1,614.00		
7000	Special Transactions	Required Insurance Premiums for permanent employees.	\$2,689.00		
8000	Assistance				
9000	Capital Outlay				
9720	Indirect Cost	Navajo Nation approved IDC rate at 18.70%			
			Total Budget		\$291,733.00

Part III. - Signatures:

 10/5/2020

Program Manager / Date

 10.05.2020

Division Director / Date

Government Performance and Results Act
(GPRA)

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

Program Specific Report

If applicable, Program Specific Report will be
identified and finalized in coordination
with BIANRO

NAVAJO NATION

801

Naa'bik'iyati' Committee Special Meeting

12/17/2020

11:08:54 AM

Amd# to Amd#

Legislation 0300-20: Approving

PASSED

MOT Begay, K

and Authorizing a Contract

SEC Tso, E

Between the Navajo Nation and
the United States Department...

Yeas : 23

Nays : 0

Excused : 0

Not Voting : 0

Yea : 23

Begay, E

Daniels

Slater, C

Tso, O

Begay, K

Freeland, M

Smith

Walker, T

Begay, P

Halona, P

Stewart, W

Wauneka, E

Brown

Henio, J

Tso, C

Yazzie

Charles-Newton

James, V

Tso, D

Yellowhair

Crotty

Nez, R

Tso, E

Nay : 0

Excused : 0

Not Voting : 0

Presiding Speaker: Damon