

RESOLUTION OF THE  
NAABIK'ÍYÁTI' STANDING COMMITTEE  
24<sup>th</sup> 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 FAMILY ASSISTANCE SERVICES; 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 Family Assistance Services.
- 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 Family Assistance Services program of the Navajo Nation Department for Self Reliance, under the Navajo Nation

Division of Social Services, has requested approval of the attached P.L. 93-638, contract, in order to provide 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 Family Assistance Services.

### SECTION THREE. APPROVALS

- A. The Navajo Nation approves and authorizes the Agreement 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 Family Assistance Services, as set forth in the documents attached hereto as **Exhibit C.**
- B. The Navajo Nation approves and authorizes the Annual Funding Agreement and Scope of Work for the Navajo Family Assistance Services for the contract term indicated above, as set forth in the documents attached hereto as **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'íyáti' Committee of the 24<sup>th</sup> 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 17<sup>th</sup> day of December 2020.

  
Honorable Seth Damon, Chairman  
Naabik'íyáti' Committee

12.28.2020

Date

Motion: Honorable Pernell Halona  
Second: Honorable Thomas Walker, Jr.

Chairman Seth Damon not voting



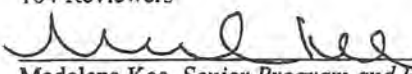
THE NAVAJO NATION  
DIVISION OF SOCIAL SERVICES  
**DEPARTMENT FOR SELF RELIANCE**

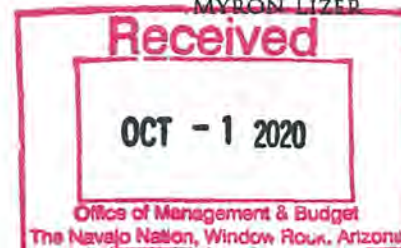
P.O. BOX 2279 • WINDOW ROCK, AZ 86515  
T: 866.347.2403 • F: 928.810.8557 • WWW.NNPSR.NAVAJO-NSN.GOV



PRESIDENT  
JONATHAN NEZ  
**MEMORANDUM**

VICE-PRESIDENT  
MYRON LIZER

TO : 164 Reviewers  
FROM :   
Madelena Kee, Senior Program and Project Specialist  
Navajo Family Assistance Services  
DATE : September 30, 2020  
SUBJECT : P.L. 93-638 Contract for General Assistance and Burial Assistance



The attached P.L. 93-638 contract is a separate contract specifically for General Assistance (GA) and Burial Assistance (BA) to be administered by the Navajo Family Assistance Services (NFAS) that is located within the Department for Self Reliance (DSR) organization. The separate contract and placement of NFAS within the DSR organization is:

- To transition onto the Tribal Assistance System (TAS) case management software used by DSR
- To prevent duplication of assistance using the TAS case management software
- To improve coordination between DSR and NFAS services through referrals and applicable support
- To submit all reports timely and accurately
- To improve the GA case management services to enter case notes, monitor progress, and update client information on a daily basis into the TAS case management software
- To offer increased opportunities for certificate trainings, work experience and employment to GA clients.
- To submit timely and accurate payments to clients and vendors using the TAS case management software for each batch to be uploaded and to generate a check the following day
- To have a secure storage of client data and daily back up of client data
- To offer to GA clients the opportunity to participate in the DSR Certificate Training Programs offered by nearby colleges and universities
- To offer to GA clients the opportunity to participate in the DSR Adult Subsidized Employment.
- To offer to GA clients the support from the DSR Education Career Services for tutoring, assessments, preparation to obtain the High School Diploma, and preparing for work

Your assistance to review and approve the contract to continue through the 164 Review Process is greatly appreciated. If you have any questions, my contact number is (928) 810-8592, email is [madelena.kee@nntanf.org](mailto:madelena.kee@nntanf.org). Thank you for your assistance.

cc: Deannah Neswood-Gishey, Executive Director, Division of Social Services  
Alva Tom, Deputy Director, Division of Social Services  
Roxanne Gorman, Department Manager III, Department for Self Reliance

**"WE SHALL SERVE WITH INTEGRITY AND ETHICS, TO EMPOWER INDIVIDUALS AND FAMILIES BY  
PROMOTING TÁÁHWÓAJIT'ÉEGO THROUGH APPROPRIATE SUPPORT, OPPORTUNITIES AND EDUCATION."**



Document No. 015157Date Issued: 09/28/2020**SECTION 164 REVIEW FORM**Title of Document: 638 FY2021 FAS- ADMINISTRATION Contact Name: KEE MADELENAProgram/Division: DIVISION OF SOCIAL SERVICESEmail: Madelena.Kee@nntanf.org Phone Number: 928-810-8592Division Director Approval for 164A: *[Signature]* 10-01-2020

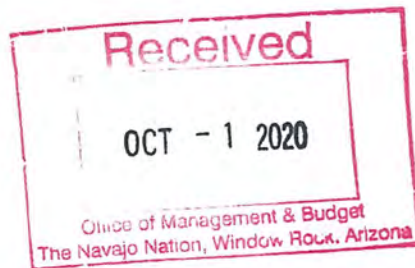
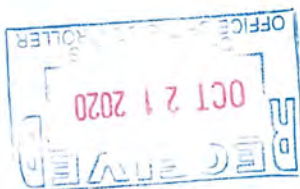
**Check document category: only submit to category reviewers. Each reviewer has a maximum 7 working days,** except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency 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 type="checkbox"/>	IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)			
	1. OMB: <u><i>[Signature]</i></u> - see memo	Date: <u>10/6/20</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	2. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OAG: <u><i>[Signature]</i></u>	Date: <u>10/10/20</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

<input type="checkbox"/>	Grant/Funding Agreement or amendment:			
<u><i>[Signature]</i></u> 10/1/2020	1. Division: <u><i>[Signature]</i></u>	Date: <u>10-01-2020</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. OMB: <u><i>[Signature]</i></u> - see memo	Date: <u>10/6/20</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	3. OOC: <u><i>[Signature]</i></u>	Date: <u>10/28/20</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. OAG: <u><i>[Signature]</i></u>	Date: <u>11/2/2020</u>	<input checked="" 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: <u><i>[Signature]</i></u>	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"/>







# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM



DOJ	
10/28/20 @ 341p	DATE / TIME
<input type="checkbox"/> 7 Day Deadline	
DOC #: 015157#2	
SAS #:	
UNIT: H54L	

☒ RESUBMITTAL  
(Oct 2020)

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

### CLIENT TO COMPLETE

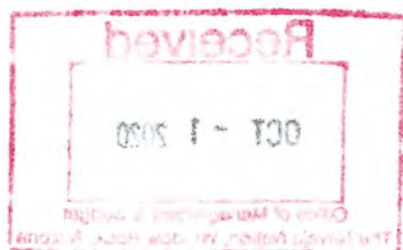
DATE OF REQUEST:	10/28/2020	DIVISION:	DSS
CONTACT NAME:	Madelena Kee	DEPARTMENT:	DSR/NFAS
PHONE NUMBER:	928.810.8592	E-MAIL:	Madelena.kee@nntanf.org
TITLE OF DOCUMENT: RESUB: 638 FY 2021 NFAS-ADMIN P.L. 93-638 Contract for General Assistance and Burial Assistance			

### DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: 10/28/2020 10:50am	REVIEWING ATTORNEY/ADVOCATE: Michelle Begay
DATE TIME OUT OF UNIT:	

### DOJ ATTORNEY / ADVOCATE COMMENTS

11/2/20 - Legally Sufficient by Michelle Begay - /la			
REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Michelle Begay	11/2/20 4:12pm	[Signature]	11/2/2020
DOJ Secretary Called: VM Madelena Kee for Document Pick Up on 11/3/2020 at 10:15a By: ai			
PICKED UP BY: (Print)		DATE / TIME:	







# NAVAJO NATION DEPARTMENT OF JUSTICE

## DOCUMENT REVIEW REQUEST FORM



DOJ	
10-7-20 @ 440p	DATE / TIME
<input checked="" type="checkbox"/> 7 Day Deadline	
DOC #: 015157	
SAS #:	
UNIT: Hsgn	

☐ 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:	10/7/2020	DIVISION:	Of Social Services
CONTACT NAME:	Madalena Kee	DEPARTMENT:	DSR/NFAS
PHONE NUMBER:	928-810-8592	E-MAIL:	Madelena.kee@nntanf.org
TITLE OF DOCUMENT: Review of P.L. 93-638 Contract for General Assistance and Burial Assistance			
DOJ SECRETARY TO COMPLETE			
Emailed by: ai			
DATE/TIME IN UNIT: 10/8/2020 @ 11:35		REVIEWING ATTORNEY/ADVOCATE: Michelle Begay	
DATE TIME OUT OF UNIT:			
DOJ ATTORNEY / ADVOCATE COMMENTS			
Contract renewal needs to be under 104(A) Review. Therefore, Document needs to be reviewed by DOJ prior to DOJ Review.			
REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
for MB	10/8/2020 @ 3:42	UBj	10/10/20
Emailed: madelena.kee@nntanf.org			
DOJ Secretary Called:		for Document Pick Up on 10/12/2020 at 10:10a By: ai	
PICKED UP BY: (Print)		DATE / TIME:	

NNDJ/DRRF-July 2013

→ Return to Sponsor / ai  
Per Michelle Begay



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**

15157

OOC - Section	Date
1 Accounts Receivable:	
2 General Accounting:	
3 Contract Accounting:	<i>Jan 10/28/20 Danny M 10/28/20</i>
4 Contract Administration:	

**Comments:**

# THE NAVAJO NATION

NATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



October 6, 2020

## MEMORANDUM

TO : Deannah Neswood-Gishey, Executive Director  
Navajo Division of Social Services (NDSS) / Navajo Nation

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

SUBJECT : Doc No. 015157: Proposal P.L. 93-638 Contract and FY 2021 Annual Funding  
NFAS Administration

The attached subject document was reviewed pursuant to FY 2021 NN BIM Appendix L. Sec. VI. A & B., which in part states "All grant application must obtain prior approval by OMB CGS as required by 2 NNC § 1203(B) (1) (g)". Also as Sec. V. G. states, 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 reviewed based on the attached CGS Document Review checklist and was found "Insufficient" based on the following:

1. 164 Coversheet – this is subject proposal for Navajo Family Assistance Services to administer the General and Burial Assistance Programs the correct type of review is Section 164 (A) contract renewal falls under the legislative action category. NDSS Executive Director's signature under Section 164 (B) is incorrect.
2. Packet and attachments – consistent with Instruction on Submission of Funding Proposal memo issued via CGS on 08/20/20, the following are concerns:
  - a. Scope of Work (SOW) to obtain prior review by DOJ and result of that included in the packet. The RFS by DOJ in the packet is not signed which indicates there was no prior DOJ review. The SOW details a scope including General and Burial Assistance, however, the budget includes personnel and operating costs. The SOW needs to be improved to be inclusive of all range of work.
  - b. Proposed Budget – total proposed budget in packet is \$4,419,546 (2,500,000 + 1,919,546). Exhibit A is the memorandum breaking down the FY'20 recurring amount plus 10% to determine the proposed budget for each of the three '638 Contracts.
  - c. Deadline – per the timetable on submission of the proposal, document review on the packet was to be initiated on Aug. 28. This is over a month ago, packet barely in review process. Also the proposal was due for submission to BIA NRO by Oct. 1, but packet just now in review.
3. In the course of renewing 638 contract, NDSS was proposing PSR/TANF to assume part of existing Social Service Contract. Is the proposal at hand that component?

NDSS is advised to resolve the concerns prior to submission to legislative services and final action by President so it is sufficient for his signature pursuant to FY 2021 NN BIM Appendix L. Section VI.G. Your immediate attention and adherence to the memo will be appreciated. Should you have any questions, you may contact the Contracts and Grants Section – OMB.

Attachment:  
XC: file/chrono



Office of Management and Budget ♦ Post Office Box 646 ♦ Window Rock, AZ 86515  
(928) 871-6470 Telephone ♦ (928) 871-6567 Facsimile



**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 : **#015157 / 10.05.2020**

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. EOR 15157
- 1 Grant Agreement, Terms & Conditions Attached - AFA  
Budget \$4,419,546.00 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. Internal - CGS Reviewed  
- NNBF 3 supported by DPM List of Employee Assignment Internal - 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 Internal - CGS Reviewed  
- Supported by IDC calculation check sheet, page 86 of BIM. Internal - CGS Reviewed
- 5 Cost Sharing Contribution, Form Appendix L-2 N/A
- 6 CFDA No. on federal funds 93.441
- 7 DUNS no. 009001702 N/A
- 8 SAMS N/A
- B. Award, Sec. 164(B) Review; Address Appli. requirement above.  
- Document review no. on Appl./ Date N/A  
- Notice of Grant Award (NOGA) / Date (attach): N/A  
- Change to Appli. on Award, explain in Comment section below N/A
- C. Award (automatic) for successor year on multi-year contract; Address Appli. requirement above.  
- Term (Begin & End Date) of multi-year contract N/A  
- NOGA / Date (attach): N/A
- D. Sec. III. C. Contract Modification, Form Summary of Change to Ext Grant Budget Appdx L-1  
*Additional allocation to annual award e.g., CR funding on federal award.*  
- Required NNBF 3 or 4 or both. N/A  
- NOGA / Date (attached): N/A
- E. Comment on issues, concerns, etc.

*Review of 10/5/2020: After thorough review, program has complied with instructions on memo dated 8/20/2020. Only one concern: NDSS has submitted document on Oct. 1, 2020 with limited time for review. This is a new contract - attached AFA clean, SOW clean. AFA corrections provided by R. Kee. Budget packets are excluded as those are for internal processes, however, program has provided BIA summary of proposed budget forms. Therefore, packet is deemed sufficient. Continue to next reviewer.*

*Document is deemed "Insufficient"*

F. Document is Sufficient or Insufficient: N Sufficient w/ Comments

G. Review By / Date: J. James, SCA / 10.05.2020

Surname By / Date: \* CM 10/6/20

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\_164 FY21 NDSS\_NFAS AFA\_10.5.20

*\* See email 10/5/20 CM - J. James 10/6/20*

Dev. Sept. 2017


# THE NAVAJO NATION

## "Exhibit A"



JONATHAN NEZ | PRESIDENT      MYRON LIZER | VICE PRESIDENT

TO: Cordell Shortey, Contracting Officer  
Office of Management and Budget, Contracts & Grants Section

FROM:   
Deannah Neswood-Gishey, Executive Director  
Navajo Nation Division of Social Services

DATE: September 29, 2020

SUBJECT: BIA 638 Contracts - DSS

We certainly appreciate your patience and understanding as we finally decided how to renew our DSS contract for the next three years (2021-2023). DSS will go according to the recurring base \$9,716,913 x 10%.

Below you will find a breakdown of how our DSS contract will be split between all three (3) programs. Please use this memo as guidance when reviewing the BIA 638 contracts for NFAS, NTCCF, and DFS.

	Recurring	10%	Total
ADMIN	1,109,932.00	110,993	1,220,925
NTCCF	58,418.00	5,842	64,260
Welfare	436,261.00	43,626	479,887
Sub/FC	2,181,303.00	218,130	2,399,433
GA/Burial	1,745,042.00	174,504	1,919,546
DSS FV	32,310.00	3,231	35,541
HPPG	17,763.00	1,776	19,539
ADMIN	3,929,090.00	392,909	4,321,999
NTCCF	206,794.00	20,679	227,473
TOTAL	9,716,913.00	971,691	10,688,603

NFAS Admin	2,500,000
NFAS Burial/GA	1,919,546
<b>NFAS Sub-total</b>	<b>4,419,546</b>

NTCCF	64,260
NTCCF	227,473
<b>NTCCF Sub-total</b>	<b>291,733</b>

DFS Admin	3,042,924
DFS Welfare	479,887
DFS SC/FC	2,399,433
DFS FV/DV	35,541
HPPG Initiative	19,539
<b>DFS Sub-total</b>	<b>5,977,324</b>

<b>OVERALL TOTAL</b>	<b>10,688,603</b>
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Should you have any questions, please contact our office at (928) 871-6851. We continue to look forward to working with the Office of Management & Budget. Thank you

Cc: Germaine Jones, Deputy Contracting Officer, OMB/CGS  
Jan James, Senior Contract Analyst, OMB/CGS  
Alva R. Tom, Deputy Division Director, DSS Exec  
Brenda Yazzie, Senior Accountant, DSS Exec  
Roxanne Gorman, Department Manager III, DSR  
Regina Yazzie, Department Manager III, DFS  
Antoinette Miller, Program Manager I, NTCCF

Navajo Nation Division of Social Services, P.O. Box 4590, Window Rock, Arizona 86515  
Telephone Number: (928) 871-6851 or FAX Number: (928) 871-7372



## Jan E. James

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**From:** Cordell Shortey  
**Sent:** Monday, October 5, 2020 2:49 PM  
**To:** Germaine Jones; Jan E. James  
**Cc:** Rosita Kee  
**Subject:** Document No. 015147 & 015148 - RE: Funding Proposals for FY 2021 Funds 638 BIA Contracts

The subject documents were given to me for surname before noon today. Both needs work noted below so I will return photo Germaine to do that.

1. Document No. 015147 –This appears to 3 of 3 program of propose separation of existing Social Service Contract that due for renewal effective 1/1/2021. The proposal for NTCCTF and continuation of existing Social Service Admin. is in review process I believe and packet surnamed by CGS. Accordingly draft a memo to advise or raise concern on the following. I stand corrected if I am out of line.
  - This is a proposed P. L. 93-638 Contract - Family Assistance Service / Burial Assistance. So that needs to be clearly stated. So that is a Section 164(A) item on SECTION 164 REVIEW FORM cover. Ms. Neswood-Gishey, NDSS Div. Dtr signed the review cover at the top which is correct. Her signature under Section 164(B) is in correct.
  - The packet (documents/attachments) appears to be sufficient and consistent with Instruction on Submission of Funding Proposal ..that was issued via CGS memo of Aug 20, 2020. However the following are concerns and issue
    - SOW was to obtain prior review by DOJ and result of that included in the packet. The RFS by DOJ in the packet is not signed which indicate there is not prior DOJ review. The SOW is regarding General and Burial Assistance. The budget includes personnel and operating cost. But the SOW does not include that. So SOW needs to be improved.
    - Total proposed budget in packet is \$4,419,546 (\$2,500,000 + 1,919,546). Indicate the amount proposed in packet that has gone through review process and the total budget of all and how that compares to base budget for existing Social Service Contract.
    - Per the timetable on submission of the proposal, document review on the packet was to be initiated by Aug 28. This is over a month ago, packet barely in review process. Also the proposal was due for submission to BIA NRO by Oct 1, but packet just now in review.
  - In the course of renewing 638 Contract, NDSS was proposing PSR/TANF to assume part of existing Social Service Contract. Is the proposal at hand that component?
2. Document No. 015148. This is a proposed Successor AFA on continuing P. L. 93-638 Contract – ICWA, a Section 164(B) item on SECTION 164 REVIEW FORM cover which is Ms. Neswood-Gishey, NDSS Div. Dtr signed correctly.
  - The packet (documents/attachments) appears to be sufficient and consistent with Instruction on Submission of Funding Proposal ..that was issued via CGS memo of Aug 20, 2020. However the following are concerns and issues so do memo to go on record:
    - The packet includes Model 108 Contract which is unnecessary so make sure that is not the packet submitted to BIA NRO.
    - Per the timetable on submission of the proposal, document review on the packet was to be initiated by Aug 28. This is over a month ago, packet barely in review process. Also the proposal was due for submission to BIA NRO by Oct 1, but packet just now going in review.

we need to provide due guidance and advice in writing (memo) is important so do that routine. Cshortey



Agreement between  
The Secretary of the  
Department of the Interior  
and  
The Navajo Nation  
Navajo Family Assistance Service

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 family Assistance Services (NFAS).

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 Family Assistance Service's General Assistance and Burial Assistance Policy Manual, 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, Indian Self Determination and Education Assistance Act and Indian Health Care Improvement Act. 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.

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Jonathan Nez, President  
THE NAVAJO NATION

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



Annual Funding Agreement  
Navajo Family Assistance Services

**FISCAL YEAR 2021**  
**ANNUAL FUNDING AGREEMENT**

CONTRACT NO. \_\_\_\_\_  
Navajo Family Assistance Services  
Division of Social Services  
(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)

Corrections  
- Rhee  
10/1/2020

## 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-Family Assistance Services, 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-Family Assistance Services 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, and 8401  
Fax No. (505) 863-8461

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

**O. SEVERABILITY**

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

**P. EFFECT ON EXISTING RIGHTS**

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

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

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

**Q. EFFECTIVE DATE**

This AFA shall be effective for the term (mature definite) of the funding year, January 1, 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.

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Jonathan Nez, President

**THE NAVAJO NATION**

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Date

---

Secretary, Department of the Interior,

Or designee

**UNITED STATES OF AMERICA**

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Date

Attachment A  
Navajo Family Assistance Services  
Scope of Work (SOW)

Navajo Family Assistance Services  
Navajo Division of Social Services  
P. 93-638 Welfare Assistance Contract

Contract Period: 1/1/2021 to 12/31/2025

SCOPE OF WORK

The Services outlined in this Scope of Work are consistent with 25 CFR Part 20 Financial Assistance Services

A. General Assistance

General Assistance is financial assistance to eligible enrolled individuals and families of a federally recognized tribe to assist with basic needs while the adult pursues becoming self sufficient through education, work experience, and certificate technical and vocational programs.

B. Burial Assistance

Burial Assistance is financial assistance to eligible enrolled individuals of a federally recognized tribe with limited financial means for burial services.

THE NAVAJO NATION RESERVES THE RIGHT TO RE-DESIGN THE ABOVE MENTIONED SERVICES PURSUANT TO P.L. 93-638 AS AMENDED.



Attachment B  
Navajo Family Assistance Services  
Navajo Nation Budget

**Navajo Nation**

## 638 FY2021 FAS- ADMINISTRATION

**A. Program / Division:**

**B. Contract No.:**

	:	1110	111	7378	Total Budget	\$2,500,000.00
	:	1110	111	7378		

**Madelena Kee, Senior Programs and Projects Specialist**

0262/1/01

Program Manager / Date

**Total Budget**

Deannah Neswood-Gishey, Executive Director

Division Director / Date

Division Director / Date

10:01.207

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

**Part I. - Program Information:**

A. Program / Division: '638 FY'2021 DFS GEN ASST/BURIAL  
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		Provide assistance to customers that are eligible for burial assistance on behalf of the decedent. Provide general assistance to customers that are eligible to meet their basic needs.	\$ 1,919,546.00	
9000		Capital Outlay				
9720		Indirect Cost				
<b>Total Budget</b>						1,919,546.00

**Part III. - Signatures:**

*Madelena Kee* id: 10210  
Madelena Kee, Senior Programs and Projects Specialist

Deannah Neswood-Gishey, Executive Director

Program Manager / Date

Division Director / Date

*Deannah Neswood-Gishey* 10012020

## **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 reports will be identified and finalized in coordination with BIA NRO.



# NAVAJO NATION

800

12/17/2020

Naa'bik'iyati' Committee Special Meeting

11:02:09 AM

Amd# to Amd#	Legislation 0298-20: Approving	PASSED
MOT Halona, P	and Authorizing a Contract	
SEC Walker, T	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