

Class "C" Resolution
No BIA Action Required.

RESOLUTION OF THE
ADVISORY COMMITTEE OF THE
NAVAJO TRIBAL COUNCIL

Approving the Intergovernmental Agreement Between the Navajo Nation and the Arizona Department of Economic Security, State of Arizona Community Services Administration/Contract No. 03-95-89, For the Purpose of Providing Shelter to Honorably Discharged Veterans Residing Within the State of Arizona

WHEREAS:

1. Pursuant to Navajo Tribal Council Resolution CJA-1-81, the Advisory Committee of the Navajo Tribal Council is authorized and empowered to give final approval of any intergovernment agreement between the Navajo Nation and any federal, state or regional authority; and

2. The State of Arizona approved the attached Intergovernmental Agreement beginning December 1, 1988 and ending on June 30, 1990. The Navajo Tribe as provider, through the Office of Navajo Veterans Affairs, will utilize state appropriations of \$900,000.00 which is estimated to provide approximately 158 shelter units; and

3. In accordance with the Intergovernmental Agreement, the Navajo Tribe will purchase building materials required for construction of a single family unit dwelling for eligible Veterans and establish eligibility requirements of the Veterans as follows: (1) Honorably released from military service, (2) Ownership or lease agreement for land upon which the housing unit is to be built and land must be in Arizona, (3) the new housing unit must be the primary residence of the Veterans, and (4) the Navajo Tribe must establish eligibility factors; and

4. The Advisory Committee of the Navajo Tribal Council finds it is in the best interest of the Navajo Nation to authorize and approve the Intergovernmental Agreement, wherein, shelter may be built for eligible Veterans.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Advisory Committee of the Navajo Tribal Council hereby approves the Intergovernmental Agreement between the Navajo Nation and the Arizona Department of Economic Security, State of Arizona, for the purpose of providing shelter to honorably discharged Veterans residing in the State of Arizona, attached hereto and incorporated herein as Exhibit "A".

2. The Advisory Committee of the Navajo Tribal Council authorizes this Intergovernmental Agreement for the period beginning December 1, 1988 and ending June 30, 1990, further approves the stipulations and provisions of the Intergovernmental Agreement that incorporates the responsibilities and duties of the Navajo Nation.

3. The Advisory Committee of the Navajo Tribal Council directs, in accordance with provisions of the Intergovernmental Agreement, the Office of Navajo Veterans Affairs to promulgate and establish eligibility factors.

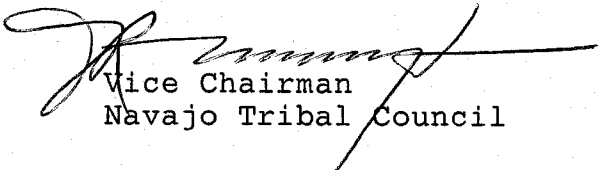
4. The Advisory Committee of the Navajo Tribal Council directs the Navajo Veterans Committee of the Navajo Tribal Council to review and monitor the Intergovernmental Agreement.

5. The Advisory Committee of the Navajo Tribal Council recognizes that Navajo Building Company is eligible for qualification, as a 60% Navajo-owned entity of the Navajo Nation, for participation in bidding and Veterans' selection for participation in construction or Navajo Veterans' housing hereunder.

6. The Advisory Committee of the Navajo Tribal Council hereby authorizes the Chairman of the Navajo Tribal Council, upon concurrent approval by the Budget and Finance Committee of the Navajo Tribal Council, to execute any and all documents necessary and proper to effectuate the meaning and purpose of this resolution and the Intergovernmental Agreement in accordance with applicable tribal, state and federal regulations and laws.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Advisory Committee of the Navajo Tribal Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 14 in favor and 0 opposed, this 2nd day of December, 1988.


Vice Chairman
Navajo Tribal Council



ARIZONA DEPARTMENT OF ECONOMIC SECURITY
1717 West Jefferson • P.O. Box 6123 • Phoenix, Arizona 85005

Rose Mofford
Governor

Eddie F. Brown
Director

Date November 17, 1988 :

Mr. Peter MacDonald, Chairman
Navajo Tribal Council
The Navajo Tribe
P.O. Box 430
Navajo Nation, Window Rock, AZ 86515

RE: COMMUNITY SERVICES ADMINISTRATION/CONTRACT NO. 03-95-89

Dear Mr. MacDonald :

Enclosed are 3 copies of your contract to provide services funded by the Community Services Administration.

Please review and have each copy signed by the appropriate authorized signatory, (per Sections 1.1 and 1.2 of Annex A of the contract), and return within five working days of this notification, which is 5:00 p.m. on November 25, 1988. If this is an Intergovernmental Agreement, each copy must also be signed by your agency's legal counsel, have a copy of the authorizing resolution/ordinance attached, and be returned as soon as official action has been taken by your agency. You may either hand deliver this contract package to the Community Services Administration office, 1140 East Washington, Suite 104, Phoenix, Arizona; or mail to the Department of Economic Security, Community Services Administration, P.O. Box 6123, Site Code 086Z, Phoenix, Arizona 85005.

The submittal of the signed copies of your contract will constitute your "Best and Final Offer". If you do not submit a notice of withdrawal or a "Best and Final Offer", your immediate previous offer will be construed as your "Best and Final Offer". Any change to the contract constitutes a counteroffer and, thus, voids the contract. Failure to submit your "Best and Final Offer" by the deadline may jeopardize timely implementation of your contract.

Sincerely,

Hector Morales
Community Program Management Assistant
Community Services Administration

B01687EL.RFP



ARIZONA DEPARTMENT OF ECONOMIC SECURITY
TRIBAL GOVERNMENT INTERGOVERNMENTAL AGREEMENT

Contract between the Department of Economic Security (the "Department") and
The Navajo Tribe (the "Provider").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S. § 41-1954.1 *et seq.*; and

WHEREAS the Provider is duly authorized to execute and administer contracts under Title 2, Section 222,
Navajo Tribal Code ; and

WHEREAS the Department and the Provider are authorized by A.R.S. §11-951 *et seq.* to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies; and

WHEREAS the Department desires that the Provider deliver services and the Provider has agreed to deliver services pursuant to the terms and conditions contained herein;

THEREFORE the Department and Provider agree to abide by all the terms and conditions set forth in this Contract.

This document, its annexes, appendices and attachments, including any subcontracts, amendments and modifications approved under *Sections 3.04 and 4.03* of these General Provisions, shall constitute the entire Contract between the parties, and supersede all other understandings, oral or written.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY

FOR AND ON BEHALF OF PROVIDER

Signature
Eddie F. Brown

Typed Name
Director

Title

Date

Signature
Peter MacDonald

Typed Name
Chairman, Navajo Tribal Council

Title

Date

Contract I.D. No.

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

This _____ day of _____, 19 _____ This _____ day of _____, 19 _____

ROBERT K. CORBIN, Attorney General

By: _____
Assistant Attorney General

By: _____
Tribal Legal Counsel

Secretary of State Approval:

Pursuant to appropriate action by ordinance, resolution or otherwise.

GENERAL PROVISIONS

I. DEFINITIONS

Annex A is the annex to this Contract which contains a description of the services to be delivered pursuant to this Contract.

Annex B is the annex to this Contract which contains the approved budget, level of service, fee or rate for the delivery of services pursuant to this Contract.

Contract Expenditures means expenditures made by the Provider for the purposes of and during the term of the Contract and in accordance with the approved Annex B and applicable cost principles.

Contract Services means the services to be delivered by the Provider which are so designated in Annex A.

Days means calendar days.

Eligible Persons means the persons determined eligible for Contract Services in accordance with the criteria and procedures set forth herein.

Reimbursement Ceiling means the amount so designated in Annex B and is the maximum amount payable by the Department to the Provider under this Contract.

Special Provisions means the section of this Contract which contains specific program-related terms and conditions. If General Provisions and Special Provisions contradict, Special Provisions shall govern.

State means the State of Arizona.

II. BASIC RIGHTS AND OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Monitoring. For all Contracts or Subcontracts, the Department will monitor Contract Services delivered and facilities maintained by the Provider or Subcontractor to this Contract and all provisions of *Section 2.03 Visitation and Inspection* shall apply.

Section 2.02 Program Evaluation. The Department will be entitled during the term of this Contract to evaluate Contract Services. Evaluation will assess the quality and impact of Contract Services, either in isolation or in comparison with other similar services, and will assess the Provider's progress and/or success in achieving the goals and objectives set forth in Annex A. All provisions of *Section 2.03 Visitation and Inspection* shall apply. At the request of the Provider, any evaluation report(s) prepared pursuant to this Section will be made available to the Provider.

Section 2.03 Visitation and Inspection. Provider's or Subcontractor's books and records directly related to this Contract shall be available for visitation and/or inspection by the Department and any other appropriate agent of State or Federal Government upon ten (10) days written notice. At the discretion of the Department, visitation and inspection of the facilities and services directly related to this Contract may be made at any time during regular business hours announced or unannounced. Any report(s) prepared pursuant to this Section shall be made available to the Provider.

Section 2.04 Technical Assistance. The Department, upon request, will provide technical assistance to the Provider relative to the terms and conditions, policies and procedures governing this Contract. The Department may, but shall not be obligated to provide technical assistance to the Provider in the administration of Contract Services. Failure of the Department to provide technical assistance shall not relieve the Provider of full responsibility and accountability for the provision of Contract Services in accordance with the terms and conditions set forth herein.

Section 2.05 Payment for Contract Services. The Department shall reimburse the Provider for Contract Expenditures in accordance with *Section 4.04 Payment* of this Contract.

Section 2.06 Financial Audit. At any time upon ten (10) days written notice during the term of this Contract, the Provider's financial operations directly related to this Contract are subject to audit by the Department and by any other appropriate agent of State or Federal Government. At the discretion of the Department's Office of Internal Audit, a final audit will be performed by that Office, Department agents, or by a private firm retained for such purposes by the State or the Provider. Final financial settlement of this Contract shall be contingent upon the final audit.

In addition, the Department shall ensure that audits required pursuant to federal or state laws, rules or regulations are conducted as provided in 31 U.S.C. §7500 *et. seq.* and A.R.S. §35-181.03 and any other applicable laws, rules, regulations and standards.

III. BASIC RIGHTS AND OBLIGATIONS OF THE PROVIDER

Section 3.01 Contract Services. The Provider shall provide Contract Services to Eligible Persons in accordance with all terms and conditions of this Contract.

Section 3.02 Compliance With Laws, Rules and Regulations. The Provider shall comply with applicable State or Federal standards as specified in any Special Provisions, and shall comply with all other applicable Federal, State, local and tribal laws, rules, regulations, standards and Executive Orders.

The laws and regulations of the State shall govern the rights of the parties, the performance of this Contract provided, however, that nothing in this Contract shall be construed as a waiver of sovereign immunity by the Provider, consent to be sued or consent to jurisdiction of any Federal or State Court. If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law and equity. Any changes in the governing laws, rules and regulations during the term of this Contract shall apply but do not require an amendment pursuant to *Section 4.03 Amendments*. The Department shall notify Provider in writing, of any changes in the governing laws, rules and regulations affecting any terms or conditions of this Contract which become effective during the term of this Contract.

Section 3.03 Client Fees and Program Income. Unless specified within Special Provisions, the Provider shall impose no fees or charges of any kind upon recipients of Contract Services. Any program income generated and received by the Provider as a result of Contract Services shall be disposed of and reported in accordance with applicable Department policies and procedures.

Section 3.04 Assignments and Subcontracts. No rights or obligations of the Provider under this Contract shall be assigned. No rights or obligations of the Provider under this Contract shall be subcontracted by the Provider without prior written approval of the Department. All subcontracts will incorporate the laws, rules and regulations governing this Contract. The Provider shall bear full responsibility for performance under all approved subcontracts, shall, upon request, forward copies of such to the Department and shall bear all costs for defense of any litigation.

Section 3.05 Indemnification and Insurance. The parties hereto shall each indemnify and hold the other harmless from any and all liability for their own negligence arising from this Contract and each shall bear all costs for their own defense of any litigation.

Provider shall maintain at all times during the term of this Contract reasonable coverage, as agreed by the parties, by comprehensive general liability and property insurance naming the Department as an additional insured. Prior to execution of this Contract, Provider shall furnish the Department with a Certificate of Insurance. The Department reserves the right to continue payments of premium for which reimbursement will be deducted from amounts due or subsequently due Provider.

Section 3.06 Contract Personnel. Unless otherwise provided for pursuant to *Section 3.04 Assignments and Subcontracts*, the personnel delivering Contract Services shall be employees or volunteers of the Provider, shall satisfy any qualifications and carry out any duties set forth in Annex A, and shall work the hours and receive the compensation set forth in this Contract. Personnel policies and practices shall be uniform for all employees of Provider. Provider's employees shall not be considered officers, employees or agents of the State. Provider certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee maintained by the Provider to secure business.

Section 3.07 Compliance with Non-Discrimination Laws. Provider shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for Provider to engage in Indian preference in hiring.

Section 3.08 Professional Standards and Levels of Service. The Provider shall deliver Contract Services in a humane and respectful manner, and in accordance with any and all applicable professional accreditation standards. The Provider shall obtain and maintain all applicable licenses, permits and authority required to provide Contract Services.

The Provider shall make every reasonable effort to obtain and maintain during the term of this Contract the units of service set forth in Annex B.

Section 3.09 Confidentiality. Provider shall observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information, including, but not limited to, information concerning applicants for and recipients of Contract Services.

Section 3.10 Fair Hearings and Service Recipient Grievances. The Provider shall advise all applicants for and recipients of Contract Services of their right, at any time and for any reason, to present to the Department any grievances arising from the delivery of Contract Services, including but not limited to ineligibility determination, service reduction, suspension or termination, or quality of service.

Section 3.11 Budget Certification. Provider certifies that the Contract budget set forth in Annex B was prepared in accordance with applicable Department guidelines and procedures. The Provider further certifies that: (a) the information which was provided to the Department by the Provider for use as a basis in approving the Annex B is accurate; (b) similar types of costs were accorded consistent accounting treatment in the development of Annex B; and (c) no costs are included as both direct and indirect costs.

Section 3.12 Competitive Bidding. Provider is authorized to purchase the supplies and equipment itemized in Annex B for utilization in the delivery of Contract Services. Provider shall procure all such supplies and equipment at the lowest practicable cost, and shall purchase all non-expendable items, having a useful life of more than one year and an acquisition cost of \$300 or more, through generally accepted competitive bidding processes.

Section 3.13 Contract Equipment. The Provider is authorized to purchase equipment itemized in Annex B for utilization in the delivery of Contract Services. The Provider shall maintain complete and up-to-date inventory records for all equipment purchased hereunder.

The Department shall retain an equitable interest, equal to a fair estimate or appraisal of current market value, in all equipment purchased under this Contract. The Department shall be included as a coinsured on any insurance policy which covers equipment purchased under this Contract.

The Provider shall not dispose of any equipment purchased under this Contract without the prior written consent of the Department. Such consent, if given, may include direction as to means of disposition and utilization of proceeds including any necessary adjustments to Annex B.

Section 3.14 Books and Records. The Provider shall keep adequate books and records relating to Contract Services and Contract Expenditures. Contract Service records will be maintained in accordance with prescribed Department policies and procedures, which policies and procedures are attached and made a part hereof as within Annex B. Financial records shall meet the following standards at minimum: (1) adequately identify the service and application for Contract and Subcontract activities; (2) include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, wage rates, and effective dates of personnel actions affecting any of these items; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Provider; (5) include original copies of invoices, statements, sales tickets, billings for services, etc., and a cash disbursement journal with cancelled checks to reflect all disbursements applicable to the Contract; (6) include a complete general ledger with accounts for the collection of all costs applicable to the Contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which indirect costs were to be charged to the Contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect Contract Expenditures.

Provider shall retain all such records and supporting documents for five (5) years following termination of the Contract or until after resolution of the final audit pursuant to *Section 2.06 Financial Audit*, whichever is later.

Section 3.15 Reporting Requirements. No later than the 15th Day following each month during the Contract term, the Provider shall submit to the Department programmatic and financial reports in the form set forth in this Contract. Such reports shall cover Contract Services and Contract Expenditures for the preceding month and shall be certified as to their truth and accuracy by the Provider. Failure to submit such reports by the 15th Day following the end of a month may result, at the option of the Department, in detention of payment until receipt of the report. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of the right to final payment.

Section 3.16 Supporting Documents and Information. In addition to any documents, reports or information required by any other Section of this Contract, Provider shall furnish the Department with any further documents and information directly related to this Contract deemed necessary by the Department.

Section 3.17 Identification of Funding and Copyrights. All advertisements, publications and related materials which are produced by the Provider and refer to Contract Services shall state that such services are funded under contract with the Department, and where Federal funds are involved, state by reference the specific funding source.

The Provider shall not copyright any materials or products developed through Contract Services or Contract Expenditures without prior written approval by the Department. Upon approval, the Department shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

Section 3.18 Conflict of Interest. Any lease or rental agreement or purchase of real property shall be subject to the approval of the Department which may require an independent commercial appraisal of fair market rental or lease value.

IV. BASIC RIGHTS AND OBLIGATIONS OF THE DEPARTMENT AND THE PROVIDER

Section 4.01 Notices. All notices under this Contract shall be in writing, shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in Annex A or to such other persons and/or addresses as either party may designate to the other by notice.

Section 4.02 Exercise of Rights. Failure to exercise any right, power or privilege under this Contract shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any other right, power or privilege.

Section 4.03 Amendments. No part of this Contract shall be waived or altered except by a written amendment signed by both parties to this Contract. All amendments shall be carried out in accordance with policies and procedures promulgated by the Department, including the following:

A. An amendment to the contract shall be required:

1. Whenever there is any change in the Reimbursement Ceiling.
2. Whenever there is a change in the Contract Services or the service delivery methodology as defined in Annex A.
3. In Cost Reimbursement or Unit Fee type contracts, whenever there is a change in the Annex B budget categories of Personnel, Employee Related Expenses, Equipment or Space, or whenever any other budget category is increased by an amount equal to or greater than 10%.

B. Paragraph A above notwithstanding, Provider shall notify the Department of any change that significantly affects either programmatic or financial provisions of this Contract as set forth in Annexes A and B.

Section 4.04 Payment. The Provider shall report Contract Expenditures to the Department in the manner prescribed pursuant to *Section 3.15 Reporting Requirements*. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment in accordance with the reimbursement method contained within Annex B no later than 20 working days after receipt.

If the Provider is in any manner in default in the performance of any obligation under this Contract, or if a certified audit identifies exceptions, the Department may, at its option and in addition to other available remedies, reasonably adjust the amount of payment until satisfactory resolution of the default or exception. The Department shall take no action to adjust the amount of payment without ten (10) days prior written notice of such intention to the Provider with a written explanation and detailed justification for such adjustment. The Provider shall have the right to submit to the Department a written explanation of its position on the proposed payment adjustment.

Under no circumstances will the Department authorize payment to the Provider that exceeds the Reimbursement Ceiling contained within Annex B without an amendment to this Contract in accordance with *Section 4.03 Amendments*, nor will the Department authorize final payment to the Provider until after receipt of final reports in accordance with *Section 3.15 Reporting Requirements*.

Section 4.05 Payment Recoupment. Provider must reimburse the Department upon demand or the Department may deduct from future payments for the same fiscal year the following:

- A. Any amounts received by Provider from the Department for Contract Services which have been inaccurately reported or are found to be unsubstantiated.
- B. Any amounts paid by the Provider to a subcontractor not authorized in writing by the Department.
- C. Any amount paid by the Department for services which either duplicate services covered by other specific grants and contracts, or amounts determined by the Department as non-allowable as defined within Annex B.
- D. Any amounts paid by the Department for which the Provider's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Provider to perform Contract Services as described in Annex A.
- E. Any amount identified as a financial audit exception.

Section 4.06 Default. If Provider fails to comply with one or more provisions of this Contract, the Department may by written notice indicate that it is the Department's position that the Provider is in default and specify a period of time, not less than 14 and not more than 60 Days from receipt of notification, by which such alleged default must be rectified. Provider shall be notified that should such alleged default fail to be rectified within the specified period, or should Provider fail to produce proof that would demonstrate the lack of default, the Department may terminate the Contract. Such failure shall be grounds sufficient to justify termination, provided, however, that it shall be no indication, evidence or acknowledgement of the validity of the Department's position concerning default. The parties agree to use arbitration to the extent required by A.R.S. §12-1518.

Section 4.07 Termination. This Contract may be terminated upon 30 days' notice by either party during the term of this Contract. The Department has the right to terminate this Contract upon 24-hour notice when the Department deems the health or welfare of the service recipients is endangered or Provider non-compliance jeopardizes Federal Financial Participation. The State may cancel this Contract as provided in A.R.S. §38-511. If not terminated by one of the above methods, this Contract will terminate upon the expiration of the term of this Contract as stated in Annex A.

Section 4.08 Predecessor and Successor Contracts. The execution or termination of this Contract shall not be considered a waiver by the parties of any and all rights they may have for damages suffered through a breach of this or a prior contract between the parties. The Department has no obligation to renew this Contract.

Section 4.09 Effective Date. This Contract shall become effective on the date provided in Annex A, but in no event prior to the date it is filed with the Secretary of State pursuant to A.R.S. §11-952(E).

CASE RECORDS REQUIRED

1. Veteran Status: Defense Department Form DD 214, copy.
2. Landsite Status: Deed of Title or Lease Agreement, copy.
3. Materials Purchase and Delivery: Invoice copy.
4. Housing Unit completion: Certificate of completion and Readiness for Occupancy, copy.
5. Primary Residence of Veteran: Affidavit by veteran that the housing unit is his/her primary place of residence.

5.6 Facility Location

Contract Services may be delivered only at the facilities and locations specified below and will be available during hours of operation indicated:

CONTRACT SERVICE(S)	ELIGIBILITY CRITERIA					FACILITY LOCATION			
	TARGET GROUP	STATUS				NAME OF AGENCY AND ADDRESS AND PHONE NO. WHERE SERVICE(S) WILL BE PROVIDED	Subcontract	DAYS & HOURS OF OPERATION	GEO-GRAPHIC COVERAGE
		Homeless	Unemployed	Group	W/O Regard				
SHELTER	Honorably discharged Veteran			NA		The Navajo Tribe Office of Navajo Veterans Affairs Window Rock, Navajo Nation, AZ (602)871-6597		Monday thru Friday 8am-5pm	Chinle, Ft. Defiance, Shiprock, and Tuba City Reservation Districts in Arizona

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holidays):

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> New Year's Day | <input checked="" type="checkbox"/> Good Friday | <input type="checkbox"/> Yom Kippur | <i>(Other Holidays)</i>

_____ |
| <input type="checkbox"/> Martin Luther King, Jr.'s Birthday | <input checked="" type="checkbox"/> Memorial Day | <input type="checkbox"/> Columbus Day | |
| <input type="checkbox"/> Lincoln's Birthday | <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Veteran's Day | |
| <input checked="" type="checkbox"/> Washington's Birthday | <input type="checkbox"/> Labor Day | <input checked="" type="checkbox"/> Thanksgiving Day | |
| <input type="checkbox"/> Presidents' Day | <input type="checkbox"/> Rosh Hashanah | <input checked="" type="checkbox"/> Christmas Day | |

SERVICE SPECIFICATIONS SHELTER

I. SERVICE DESCRIPTION:

This service provides and/or arranges for shelter. The service may include shelter facility operations, subsidy/payment, renovation/rehabilitation/conversion of buildings for shelter, construction/acquisition of shelter facilities, and may be supported by ancillary services.

II. UNIT OF SERVICE:

One unit of service is one residential day. (NOTE: Units of service are not appropriate for renovation/rehabilitation/conversions or construction/acquisition, or certain ancillary services.)

Contracting Unit = One Completed Housing Unit

III. STANDARDS/LICENSURE REQUIREMENTS:

The provider shall comply with the following standards and/or licensure requirements:

Facilities shall be in compliance with applicable building codes and health and safety standards.

IV. SERVICE GOALS:

To protect the physical, emotional and mental well-being of eligible individuals.

V. SERVICE OBJECTIVES AND

VI. SERVICE TASKS:

- Objective 1 - To acquire and/or maintain a shelter facility.

Tasks -

- 1.1 Renovate, convert, or rehabilitate the facility to be used or being used to shelter individuals.
- 1.2 Purchase or lease the facility to be used for shelter to individuals.
- 1.3 Provide a secure environment for the residents of the shelter facility.
- 1.4 Provide food for the residents of the shelter facility.

- Objective 2 - To provide shelter to individuals.

Tasks -

- 2.1 Assess need for shelter services for individuals.
- 2.2 Provide care and supervision for individuals while in shelter.
- 2.3 Provide continuing observation of physical and psychological functioning of individuals while in shelter.
- 2.4 Assist the individual in obtaining or provide other needed services.

- Objective 3 - To provide payment for shelter for individuals.

Tasks -

- 3.1 Assess need for shelter service and payment.
- 3.2 Make payment via voucher to meet costs of shelter.
- 3.3 Maintain a control system on voucher issuance and processing.
- 3.4 Assist the individual in obtaining or provide other needed services.

ANNEX A
PROGRAM/ADMINISTRATION SECTION

1.0 Authorized Signatory for Provider:

- 1.1 The Navajo Tribe FEI # 86-0092335
PROVIDER AGENCY NAME FEDERAL EMPLOYER IDENTIFICATION NUMBER
- 1.2 Peter MacDonald Chairman
NAME OF AUTHORIZED SIGNATORY TITLE

is the signatory to this Contract on behalf of the Provider and is responsible for the delivery of Contract Services during the term of this Contract.

- 1.3 In the absence of the principal authorized signatory named above, Johnny R. Thompson
NAME
Vice Chairman is authorized to sign this Contract and any amendments thereto on
TITLE
 behalf of the Provider.

2.0 Notices:

- 2.1 The Department shall address all notices relative to this Contract to the attention of:

William R. Upshaw, Jr., Contracting Officer, -The Navajo Nation
NAME AND TITLE
P.O. Box 308, Navajo Nation, Window Rock, AZ 86515 (602)871-6470
ADDRESS PHONE NUMBER

- 2.2 The Provider shall address all notices relative to this Contract to the attention of:

Hector Morales, Human Services Management Assistant
NAME AND TITLE
Division of Family Support/Community Services Administration, 086Z
DIVISION/OFFICE
P.O. Box 6123, Phoenix, AZ 85005 229-2736
ADDRESS PHONE NUMBER

3.0 Contract Term:

The term of this Contract shall begin on December 1, 1988
 or the date of last signature, whichever is later, and shall terminate on _____
 or the date of filing with the Secretary of State, whichever is later, and shall terminate on June 30, 1990

4.0 Contract Purpose:

The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve the program goals described below:

- A. Achieve or maintain economic self-support to prevent, reduce, or eliminate dependency.
- B. Achieve or maintain self-sufficiency, including reduction or prevention of dependency.
- C. Prevent or remedy neglect, abuse or exploitation of children and adults unable to protect their own interests; or preserve, rehabilitate, or reunite families.
- D. Prevent or reduce inappropriate institutional care by providing for community-based care, home-based care or other forms of less intensive care.
- E. Secure referral or admission for institutional care when other forms of care are not appropriate.

5.0 Contract Services and Service Delivery:**5.1 Service Specifications:**

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in the applicable Service Specifications. Provider shall deliver the number of units of each Contract Service identified in Annex B.

5.2 Subcontractors:

A portion of the Contract Services to be provided under this Contract shall be delivered by Subcontractors as identified in Section 5.6 of this Annex. Provider understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized Department representative.

5.3 Contract Services:

The Contract Services to be delivered during the term of this Contract to Eligible Persons are: _____

- | | | |
|--|--|--|
| <input type="checkbox"/> Case Management | <input type="checkbox"/> Energy Assistance | <input type="checkbox"/> Occupational/Vocational Education |
| <input type="checkbox"/> Community Education and Information | <input type="checkbox"/> English As A Second Language | <input type="checkbox"/> Outreach |
| <input type="checkbox"/> Community Services | <input type="checkbox"/> Food Administration | <input type="checkbox"/> Relocation Adjustment |
| <input type="checkbox"/> Coordination | <input type="checkbox"/> Housing Search and Relocation | <input checked="" type="checkbox"/> Shelter |
| <input type="checkbox"/> Counseling | <input type="checkbox"/> Information and Referral | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Crisis Intervention | <input type="checkbox"/> Interpreter Services | <input type="checkbox"/> Unaccompanied Minors |
| <input type="checkbox"/> Emergency Services | <input type="checkbox"/> Legal Assistance | |

Other (specify): _____

5.4 Eligibility Criteria, Intake Procedures, and Case Records:

5.4.1 Eligibility Criteria

Specific eligibility criteria will be as indicated in the Facility Location chart, Section 5.6 and/or in the Service Methodology of the applicable Service Specifications.

5.4.2 Intake Procedures

When required as a service task, intake procedures will be presented in the service methodology in the proposal and approved, pursuant to negotiations by the Community Services Administration.

5.4.3 Case Records

Unless specified below, a single case record shall be maintained for each individual admitted to the Provider agency for services. Each case record shall contain all forms, documentation of eligibility and service delivery as specified in the Social Service Operating Manual (SSOM) and/or the Service Specifications. (Applicable SSOM articles include: R6-5-20 through R6-5-24 and DES 5-20 through DES 5-24.)

- See attached Case Record requirements.
- No case records are required for the following service(s) purchased under this Contract:

5.5 Staffing

Each Contract Service shall be provided by the personnel positions specified in the 5.5 Staffing chart of this Annex, and/or the Itemized Service Budget in Annex B.

- Objective 4 - To provide supportive services.**

Tasks -

- 4.1 Assess need for supportive services that are available as part of the facility services.
- 4.2 Develop plan with individual for service provision.
- 4.3 Provide supportive services as appropriate to the individual.
- 4.4 Determine when provision of supportive services is no longer necessary.
- 4.5 Record assessment, service plan provision, and termination information.

SERVICE SPECIFICATIONS SHELTER

I. SERVICE DESCRIPTION:

This service provides and/or arranges for shelter. The service may include shelter facility operations, subsidy/payment, renovation/rehabilitation/conversion of buildings for shelter, construction/acquisition of shelter facilities, and may be supported by ancillary services.

II. UNIT OF SERVICE:

One unit of service is one residential day. (NOTE: Units of service are not appropriate for renovation/rehabilitation/conversions or construction/acquisition, or certain ancillary services.)

Contracting Unit = One Completed Housing Unit

III. STANDARDS/LICENSURE REQUIREMENTS:

The provider shall comply with the following standards and/or licensure requirements:

Facilities shall be in compliance with applicable building codes and health and safety standards.

IV. SERVICE GOALS:

To protect the physical, emotional and mental well-being of eligible individuals.

V. SERVICE OBJECTIVES AND

VI. SERVICE TASKS:

- Objective 1 - To acquire and/or maintain a shelter facility.

Tasks -

- 1.1 Renovate, convert, or rehabilitate the facility to be used or being used to shelter individuals.
- 1.2 Purchase or lease the facility to be used for shelter to individuals.
- 1.3 Provide a secure environment for the residents of the shelter facility.
- 1.4 Provide food for the residents of the shelter facility.

- Objective 2 - To provide shelter to individuals.

Tasks -

- 2.1 Assess need for shelter services for individuals.
- 2.2 Provide care and supervision for individuals while in shelter.
- 2.3 Provide continuing observation of physical and psychological functioning of individuals while in shelter.
- 2.4 Assist the individual in obtaining or provide other needed services.

- Objective 3 - To provide payment for shelter for individuals.

Tasks -

- 3.1 Assess need for shelter service and payment.
- 3.2 Make payment via voucher to meet costs of shelter.
- 3.3 Maintain a control system on voucher issuance and processing.
- 3.4 Assist the individual in obtaining or provide other needed services.

VII. METHODOLOGY:

- 1.2 Provider shall purchase materials needed for construction of single family unit dwellings for eligible veterans.
 - a. Provider shall establish the eligibility of the veteran and maintain, in a case record, the documentation of the following eligibility factors:
 - 1) Separation from military service under honorable conditions.
 - 2) Ownership or lease agreement for land upon which the housing unit is to be build. The land must be in Arizona.
 - 3) The new housing unit must be the primary residence of the veteran.
 4. Provider-established eligibility factors.
 - b. Provider shall maintain records:
 - 1) Itemizing the building materials purchased for each housing unit.
 - 2) Verifying that no more than \$10,000 per Housing unit was paid by the Department and that an amount equal to or greater than the amount paid by the Department was paid by the provider for building materials.
 - 3) Upon completion of construction of the housing unit, certification that the residence is completed and ready for occupancy.

ANNEX B

FINANCE SECTION

1.0 The method of compensation governing this Contract shall be:

Unit Fee Negotiated Rate Cost Reimbursement

2.0 Compensation

Subject to the availability of funds, the Department shall reimburse the Provider for allowable direct and indirect costs incurred in the performance of work and/or the provision of the Contract Service(s) designated in Annex A, provided that work is performed and/or services are delivered during the term of this Contract and in accordance with the terms and conditions set forth in this Contract. The maximum reimbursement ceiling for services provided during the term of this Contract shall be \$ 900,000.

3.0 Method of Payment

Payment by any method of compensation shall be subject to the following limitations and exceptions, and to any additional requirements specific to the individual method:

A. For each Contract Service to be provided under this Contract, the maximum reimbursement is designated in the Compensation/Method of Payment Schedule contained in Section 6.0 of this Annex B.

B. For Cost Reimbursement or Unit Fee method of compensation:

1. Operating budgets shall be developed and maintained current by the Provider. The Provider agrees to adhere to the approved Itemized Service Budget(s) and the Budget Summary(s) within the tolerance levels prescribed in *Section 4.03 Amendments* of the General Provisions.
2. If, at Contract termination, the total number of eligible units of service delivered for any Contract Service is below the minimal service level identified in the Compensation/Method of Payment Schedule contained in Section 6.0 of this Annex, final payment shall be adjusted according to the following formula:

$$\frac{(\text{Minimal Units}) - (\text{Eligible Units})}{(\text{Nominal Units})} = \text{Service Reduction Percent}$$

The Service Reimbursement Ceiling multiplied by the Service Reduction Percent equals the Reduction Amount used to adjust the final claim for payment.

If no minimal units are specified in Section 6.0 of this Annex, this clause will not apply.

3.1 Cost Reimbursement

Upon receipt of required reporting documents, the Department shall reimburse the Provider on a monthly basis in accordance with *Section 4.04 Payment* of the General Provisions for actual allowable costs incurred in the performance of work and/or the delivery of Contract Services during the term of this Contract. The actual allowable costs must be consistent with the approved operating budgets contained herein.

3.2 Unit Fee

Upon receipt of required reporting documents, the Department shall reimburse the Provider, on a monthly basis, in accordance with *Section 4.04 Payment* of the General Provisions for actual allowable costs incurred in the performance of work and/or the delivery of Contract Services during the term of this Contract at the unit fee and not to exceed the nominal number of units set forth in the Compensation/Method of Payment Schedule contained in Section 6.0 of this Annex, subject to the following limitations and exceptions:

- A. Each monthly claim for reimbursement shall specify the number of units and recipients of each Contract Service delivered during the reporting period.
- B. The Provider shall submit to the Department quarterly, an accounting of the actual costs incurred in the delivery of Contract Services. Costs shall be reported on a Contractor's Invoice and Statement of Expenditures Form (included herein as Attachment I), and submitted with the monthly Invoice for reimbursement for the first month of the following quarter. The final month's invoice must be accompanied by the fourth quarter's expenditure report. This accounting shall be on a line-item basis according to the Itemized Service Budget(s) and Budget Summary(s) contained herein. Reconciliation of payment(s) received to actual costs incurred shall be accomplished at Contract termination, in conjunction with final payment. If actual costs exceed the amount received by the Provider, the Department shall reimburse the Provider for such excess costs, not to exceed the maximum reimbursement ceiling less any service reduction amount accorded pursuant to Part B.2 of Section 3.0 of this Annex. If payment received exceeds actual costs, the Provider shall refund the excess amount received or this amount shall be deducted from payment of the final claims.

3.3 Negotiated Rate

Upon receipt of required reporting documents, the Department shall reimburse the Provider in accordance with *Section 4.04 Payment* of the General Provisions for Contract Services delivered during the term of this Contract. Payment shall be made in accordance with the Compensation/Method of Payment Schedule contained in Section 6.0 of this Annex. There shall be no reconciliation of actual costs except that the Department may require audit information from the Provider for the purpose of verifying the precision of the rate.

4.0 Reporting Requirements

In accordance with *Section 3.15 Reporting Requirements* of the General Provisions, the Provider shall submit to the Claims Processing Section at the Community Services Administration, Site Code 086Z-5, Department of Economic Security, P.O. Box 6123, Phoenix, Arizona 85005, the following:

- A correctly completed "Contractor's Invoice and Statement of Expenditures" (Form FW-110) for monthly reimbursement.
- For Unit Fee Contracts, a separate report of expenditures for each quarter (using Form FW-110).
- A copy of the "Financial Report for Area Agencies and Service Providers" (Form AG-053) monthly.
- A correctly completed "DES Contract Activity Report" (Form J-850), monthly for
 - all services.
 - _____ (list services).
- A correctly completed "Group Eligibility Activity Report" (Form J-876), monthly for
 - all services.
 - _____ (list services).

- A correctly completed "Client Outcome Report" (Form J-880), quarterly for
 - all services.
 - _____ (list services).
- For Community Services, a quarterly programmatic report. These reports are due on the 25th day following the end of each quarter, and do not have to be attached to the FW-110.
- For Crisis Intervention, a correctly completed "Uniform Family Violence Program Report," which includes a narrative of the progress toward service outcomes as stated in Annex A of this contract, quarterly.
- A _____ narrative report, documenting the progress toward accomplishment of Service Objectives/ Tasks, as stated in Annex A of this Contract, for _____
_____ (list services).
- A correctly completed "Purchased Equipment List" (Form EQ-069), for all equipment listed in the service budget(s) which is purchased (in whole or in part) with DES/CSA funds, or donated by DES. This Form must accompany the FW-110 at the time reimbursement for the cost of the equipment is requested.
- Other Reports (as specified below):

All required reports shall be submitted with the appropriate Contractor's Invoice and Statement of Expenditures (Form FW-110), unless otherwise noted. If the above-mentioned forms (included herein as Attachment I) are revised, amended, or supplemented, the Provider shall submit the revised form upon notification of the necessity to do so.

5.0 Units Delivered in a Group Setting

Where a service unit is defined as staff time and service is delivered to clients in a group setting, the following calculation is to be made:

$$\frac{\text{(Number of T-XX Recipients)}}{\text{(Total No. of Recipients)}} \times \text{Time Length of Session} \times \text{No. of Staff Providing Session} = \text{No. of T-XX Reportable Units for a Group Session}$$

This calculation is to be done for each group session involving Title XX recipients. These reportable units are to be totaled for the reporting period and added to individual units to obtain a total number of Title XX claimable units for the reporting period.

6.0 Compensation/Method of Payment Schedule

SERVICE	TARGET GROUP	DISTRICT	COUNTY	COST REIMBURS.		UNIT FEE		NEGOTIATED RATE		REIMBURSEMENT CEILING
				*NOM. UNITS	**MIN. UNITS	*NOM. UNITS	**MIN. UNITS	MAXIMUM UNITS	RATE/UNIT	
SHELTER	Honorably Dis-Charged Veterans	Navajo Reservation	in Arizona	158	N/A					\$ 900,000
TOTALS										

*The Nominal Level identifies the number of units of service on which service costs and the unit rate are based. This is the number of units expected to be delivered during the contract term.

**The Minimal Level represents the lowest acceptable number of service units to be delivered in order to claim full reimbursement ceiling of a service.

TOTAL CONTRACT \$ 000,000

The Navajo Tribe
Shelter
Itemized Service Budget

I. Materials and Supplies

<u>ITEM</u>	<u>BASIS</u>	<u>COST</u>
Building Materials	158 Housing Units to be constructed	\$ 1,800,000

TOTAL SERVICE COSTS \$ 1,800,000
(Maximum Reimbursement=====
Ceiling and Matching
Funds)

BUDGET SUMMARY

FOR CONTRACT SERVICE SHELTER

AGENCY NAME THE NAVAJO TRIBE FOR PERIOD December 1, 1988 to June 30, 1990

SERVICE TOTAL DISTRIBUTED BY FUND SOURCE

BUDGET CATEGORIES	TOTAL SERVICE COST	CSA <u>1/</u>	100% MATCH		DES NON-PARTICIPATION COSTS	TOTAL SERVICE REIMBURSEMENT CEILING
1. Personnel						
2. ERE						
Professional and Outside Services						
4. Travel						
5. Space						
6. Equipment						
7. Materials and Supplies	\$ 1,800,000	\$ 900,000	\$ 900,000			
8. Operating Services						
9. Total Direct Cost Less Start-Up/One Time	\$ 1,800,000	\$ 900,000	\$ 900,000			
10. Net Direct Cost	\$ 1,800,000	\$ 900,000	\$ 900,000			
12. Allocated Indirect						
13. Total Service Cost Contract Reimbursement Ceiling(s)		\$ 900,000				\$ 900,000
15. % Indirect of Direct						
16. Number of Units	158	158	<u>2/</u>			
17. Unit Rate						

BUDGET SUMMARY

FOR CONTRACT SERVICE SHELTER

AGENCY NAME THE NAVAJO TRIBE FOR PERIOD December 1, 1988 to June 30, 1990

SERVICE TOTAL DISTRIBUTED BY FUND SOURCE

BUDGET CATEGORIES	TOTAL SERVICE COST	CSA <u>1/</u>	100% MATCH	DES. NON-PARTICIPATION COSTS	TOTAL SERVICE REIMBURSEMENT CEILING
1. Personnel					
2. ERE					
Professional and					
3. Outside Services					
4. Travel					
5. Space					
6. Equipment					
7. Materials and Supplies	\$ 1,800,000	\$ 900,000	\$ 900,000		
8. Operating Services					
9. Total Direct Cost	\$ 1,800,000	\$ 900,000	\$ 900,000		
Less Start-Up/ 10. One Time					
11. Net Direct Cost	\$ 1,800,000	\$ 900,000	\$ 900,000		
12. Allocated Indirect					
13. Total Service Cost					
Contract Reimburse- 14. ment Ceiling(s)		\$ 900,000			\$ 900,000
15. % Indirect of Direct					
16. Number of Units	158	<u>2/</u>	<u>2/</u>		
17. Unit Rate					

ATTACHMENT I

CONTRACTOR'S INVOICE AND STATEMENT OF EXPENDITURES

(See reverse for instructions.)

III. SERVICE DELIVERY DATE (Mo./Yr.) _____

IV. Original Revised
 Supplemental

I. CONTRACTOR NAME _____

II. CONTRACT NUMBERS DB NUMBER _____

BGA NUMBER _____

BUDGET CATEGORIES	V. COSTS BY SERVICES/TARGET GROUPS/COUNTIES			
	(A)	(B)	(C)	(D)
	TOTAL SERVICE	BGA CONTRACT	TOTAL SERVICE	BGA CONTRACT
1. Personnel				
2. E.R.E.				
3. Pro. & Outside Services				
4. Travel				
5. Space				
6. Equipment				
7. Materials and Supplies				
8. Operating Services				
9. Total Direct Costs				
10. Indirect Costs				
11. Total Costs				
Negotiated Rate/ Unit Fee Claims				
VI. TOTAL UNITS				
VII. TOTAL RECIPIENTS				

CONTRACTOR VERIFICATION - I declare, under the penalties of perjury, that I have examined this invoice and to the best of my knowledge and belief, it is a true, correct, and valid claim against the State of Arizona, and I have not received payment for this claim.

VIII. TYPE OR PRINT YOUR NAME _____ SIGNATURE _____ TITLE _____

PHONE NO. _____ DATE SIGNED _____

IX. TOTAL AMOUNT REQUESTED FROM BGA _____