

P.L. 93-638 ANNUAL (FY/CY/SY) REPORTING DATES

ANNUAL CONTRACT EFFECTIVE PERIOD

Fiscal Year (FY)	October 1-September 30	Annual Contract
Calendar Year (CY)	January 1-December 31	Annual Contract
School Year (SY)	July 1-June 30	Annual Contract

Other: Annual dates set according to tribal resolution (TR).

REPORTING

The **Financial Status Report (SF 269A)** must be submitted **thirty (30)** working days after the end of each government quarter:

	(Fiscal Year)	(Calendar Year)	(SY)
1st Quarter Report due:	December 31	March 31	Sept. 30
2nd Quarter Report due:	March 30	June 30	Dec. 31
3 rd Quarter Report Due:	June 30	September 30	Mar. 30
4 th Quarter Report Due:	September 30	December 31	June 30

MANDATORY REPORTING: All Tribal contract employees shall be required to report any known or suspected instances of **child abuse and neglect** to the designated Law Enforcement/Social Services staff within their respective community. This is mandatory in order to prevent child abuse and neglect referrals from going unprocessed due to insufficient coordination between Bureau-Provided services, tribal contracted program, and State programs. All reports shall be prepared in accordance to Attachment E, and should be forwarded to the appropriate Law Enforcement/Social Services Department. This report must be submitted to Branch of Social Services within ***ten (5)*** days after the end of each month.

ANNUAL REPORT:

The Annual Report shall be submitted within 90 days after closure of the contract period. The report shall include, but not be limited to:

1. An accounting of the amounts and purposes for which the contract funds were expended;
2. Information of the contract of the program; and
3. An inventory of equipment acquired through this contract, if any.

QUARTERLY REPORTS to the members of the Pueblo of/tribe _____.

The contractor shall make available to the members of the Pueblo of/tribe _____, an accounting of the amounts and purpose for which the contract funds were expended during the previous month in the following manner:

1. By posting a notice containing such information in a conspicuous place readily accessible to the members of the Pueblo of/ tribe _____, or
2. By such other means as is mutually agreed to by the Pueblo of/tribe _____ and the BIA.

BACKGROUND CHECKS required by *PL 101-630, Section 408*

The Contractor shall:

1. Conduct an investigation of the character to each individual who is employed or is considered for employment in this contract when it has been determined that their duties and responsibilities involve regular contact with Indian children.
2. Those persons must meet the standard of not having been found guilty of, or entered a plea of nolo contendere or guilty to any offense under Federal, state, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, sexual or prostitution, or crimes against persons.
3. The results of the background investigations should become a part of the employee's personnel file and should be available for review by the Contracting Officer or their designated representative.
4. All information shall be confidential and maintained in accordance with the rules and regulations of the Privacy Act.

AUDIT REQUIREMENTS (Single Audit Act).

1. The Contractor agrees to arrange for, participate fully in, and respond promptly and fully to the recommendation of an annual single organization-wide audit as prescribed by the Single Audit Act Amendment of 1996 in the current Office of Management and Budget (OMB) Circular A-128 and in Title 43 Code of Federal Regulations Part 12. The costs of such audits are allowable charges only if made according to Circular provisions. Small and minority business audit firms shall be afforded maximum practicable opportunity to participate in awardee contracts to fulfill the requirements herein. The preference requirements of Section 7(b), Public Law 93-638, shall apply and are to be enforced.
2. If the Contractor fails to comply with the requirements for obtaining audits according to the Single Audit Act Amendment of 1996, the Bureau of Indian Affairs may take one or more of the following actions as appropriate to the circumstances:
 - a. Temporarily withhold cash payments, indirect cost and/or contract support funds pending correction of the deficiency by the awardee or more severe enforcement actions by the Bureau;
 - b. Disallow (that is, deny use of funds) all or part of the cost of the activity or actions not in compliance;
 - c. Wholly or partly suspend the current award for the awardee's program; or
 - d. Take other remedies that may be legally available.
3. The Contractor may appeal the BIA decision for sanctions under the Dispute Clause of the contract.

REQUIREMENTS: MONITORING AND RECORDS REVIEW.

1. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitutes "records" for the purposes of this clause.
2. The Contractor's facilities, or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the Awarding Official or his/her authorized representatives.
3. The Contractor shall preserve and make available his records:

- a. Until the expiration of **three years** from the date of final payment under this contract, or of the time for the particular records specified in 41 CFR Part 1-20, whichever expires earlier; and,
- b. For such longer period, if any, as is required by the applicable statute, or by other clauses of this contract, or by 3(b)(1) or (2) below:
 - i. If the contract is completely or partially canceled, 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.
 - ii. Records which relate to (1) appeals under the “Disputes” clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract or (3) costs and expenses of this contract as to which exception has been taken by the Awarding Official (Contracting Officer) or any of his duly authorized representatives, shall be retained until such appeals, litigation, claims or exceptions have been disposed of.
4. The Contractor shall insert the substance of this clause, including the whole of this paragraph d, in each subcontract hereunder that is not firm-fixed-price or fixed-price with escalation. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved in place of the Contractor; to add “of the Government prime contract” after “Contracting Officer”, and to substitute “the Government prime contract” in place of “this contract” in (b) of Paragraph 3(b) (2) above.

EXAMINATION OF RECORDS (This clause is applicable if the contract amount does not exceed \$10,000.)

EXAMINATION OF RECORDS (This clause is applicable if the contract exceeds \$10,000.)