

# **Contract Support Cost Common Language – 2010**

- A. Title V - Standard CSC Language.** The following language regarding CSC is recommended for all **Title V Compact** agreements:

**Contract Support Costs:**

The parties agree that the CSC funding under this Funding Agreement (FA) will be calculated and paid in accordance with Sections 508[c], 519(b) and 106(a) of the Act; IHS CSC Policy (Indian Health Manual - Part 6, Chapter 3) or its successor; and any statutory restrictions imposed by Congress. In accordance with these authorities and available appropriations for CSC, the parties agree that under this FA the \_\_\_\_\_ Tribe will receive direct CSC in the amount of \$\_\_\_\_\_ (amount from funding table), and indirect CSC in the amount of \$\_\_\_\_\_ (amount from funding table).<sup>\*</sup> These amounts were determined using the FY 20\_\_ IHS CSC appropriation, and the \_\_\_\_\_ Tribe's direct cost base and indirect rate as of [date of negotiation], and may be adjusted as set forth in the IHS CSC Policy (IHM 6-3) as a result of changes in program bases, Tribal CSC need, and available CSC appropriations. Any adjustments to these amounts will be reflected in future modifications to this FA.

<sup>\*</sup> Or the parties can cite to funding provision or table, e.g., "Under this FA, the \_\_\_\_\_ Tribe will receive direct CSC and indirect CSC in the amounts set forth in Appendix A."

OR – in the case of Indirect-Type Costs:

**Contract Support Costs:**

The parties agree that the CSC funding under this Funding Agreement (FA) will be calculated and paid in accordance with Sections 508[c], 519(b) and 106(a) of the Act; IHS CSC Policy (Indian Health Manual - Part 6, Chapter 3) or its successor; and any statutory restrictions imposed by Congress. In accordance with these authorities and available appropriations for CSC, the parties agree that under this FA the \_\_\_\_\_ Tribe will receive direct CSC in the amount of \$\_\_\_\_\_ (amount from funding table), and indirect-type CSC in the amount of \$\_\_\_\_\_ (amount from funding table).<sup>\*</sup> These amounts were determined based upon negotiations for indirect-type costs with the \_\_\_\_\_ Tribe and the FY 20\_\_ IHS CSC appropriation and may be adjusted as set forth in the IHS CSC Policy (IHM 6-3) as a result of changes in Tribal CSC need and available CSC appropriations. Any adjustments to these amounts will be reflected in future modifications to this FA.

<sup>\*</sup> Or the parties can cite to funding provision or table, e.g., "Under this FA, the \_\_\_\_\_ Tribe will receive direct CSC and indirect CSC in the amounts set forth in Appendix A."

- Title I - Standard CSC Language.** The following language regarding CSC is recommended for all **Title I Contract** agreements:

**Contract Support Costs:**

The parties agree that the CSC funding under this Funding Agreement (FA) will be calculated and paid in accordance with Section 106(a) of the Act; IHS CSC Policy (Indian Health Manual - Part 6, Chapter 3) or its successor; and any statutory restrictions imposed by Congress. In accordance with these authorities and available

appropriations for CSC, the parties agree that under this FA the \_\_\_\_\_ Tribe will receive direct CSC in the amount of \$\_\_\_\_\_ (amount from funding table), and indirect CSC in the amount of \$\_\_\_\_\_ (amount from funding table).\* These amounts were determined using the FY 20\_\_ IHS CSC appropriation, and the \_\_\_\_\_ Tribe's direct cost base and indirect rate as of [date of negotiation], and may be adjusted as set forth in the IHS CSC Policy (IHM 6-3) as a result of changes in program bases, Tribal CSC need, and available CSC appropriations. Any adjustments to these amounts will be reflected in future modifications to this FA.

\* Or the parties can cite to funding provision or table, e.g., "Under this FA, the \_\_\_\_\_ Tribe will receive direct CSC and indirect CSC in the amounts set forth in Appendix A."

OR – in the case of Indirect-Type Costs:

### **Contract Support Costs:**

The parties agree that the CSC funding under this Funding Agreement (FA) will be calculated and paid in accordance with Section 106(a) of the Act; IHS CSC Policy (Indian Health Manual - Part 6, Chapter 3) or its successor; and any statutory restrictions imposed by Congress. In accordance with these authorities and available appropriations for CSC, the parties agree that under this FA the \_\_\_\_\_ Tribe will receive direct CSC in the amount of \$\_\_\_\_\_ (amount from funding table), and indirect-type CSC in the amount of \$\_\_\_\_\_ (amount from funding table).\* These amounts were determined based upon negotiations for indirect-type costs with the \_\_\_\_\_ Tribe and the FY 20\_\_ IHS CSC appropriation and may be adjusted as set forth in the IHS CSC Policy (IHM 6-3) as a result of changes in Tribal CSC need and available CSC appropriations. Any adjustments to these amounts will be reflected in future modifications to this FA.

\* Or the parties can cite to funding provision or table, e.g., "Under this FA, the \_\_\_\_\_ Tribe will receive direct CSC and indirect CSC in the amounts set forth in Appendix A."

- B. CSC on New or Expanded PSFAs.** The following language was provided by the Director, IHS, to include in FY 2009 and subsequent compacts and contracts to address the lack of new CSC appropriations associated with **New or Expanded programs**. The specific language is negotiable, however. Areas are expected to discuss this language with their regional counsel and HQ, OTP, and negotiate this or similar language in all instances where new or expanded PSFAs are added to a contract or compact.

### **When There is Agreement on all Four Principles:**

The IHS has informed the Tribe that a congressional earmark has capped the amount of CSC funds available in the IHS [FY 20\_\_] appropriation and that all existing CSC funds have already been obligated for existing contracts and compacts. As a result, there are no funds available to fund the Tribes request for CSC funding associated with the new or expanded PSFAs being transferred to the Tribe pursuant to this AFA/FA, including any pre-award or start-up costs.

The IHS has informed the Tribe that Congress may not appropriate additional contract support cost funds in future years. The Tribe has informed the IHS that it still wishes to contract for the new or expanded PSFAs identified herein, despite the unavailability of CSC and the possibility that Congress may not appropriate additional CSC funds in future years. The Tribe assures the IHS that it can carry out the new or expanded PSFAs despite the absence of CSC.

The Tribe and the IHS agree that the IHS will not provide any CSC funds for new or expanded PSFAs under this AFA/FA. The parties further agree that if Congress appropriates additional CSC funds, such funds will be distributed in accordance with the applicable IHS CSC Policy (Indian Health Manual - Part 6, Chapter 3) or its successor. Based upon this understanding, the IHS agrees to transfer the new or expanded PSFAs identified herein to the Tribe. The parties further agree that nothing in this AFA/FA or the associated contract/compact creates a promise on the part of the IHS to pay the Tribe CSC for the new or expanded PSFAs identified herein.

OR – in the situations where the Tribe still wants to carry out the program but there is no agreement on CSC:

**Award with No Agreement on CSC (Partial Declination):**

**For Title I Awards:**

The Tribe has informed the IHS that it still wishes to contract for, and can carry out, the new or expanded PSFAs identified herein, despite the unavailability of additional CSC. \$ 0 contract support cost dollars are provided for the new or expanded PSFAs identified herein. Pursuant to Subsection 102(a)(4) of the ISDEAA, the IHS will sever and decline the Tribe's Proposal for Subsection 106(a)(2) contract support costs in the amount of \$XXXXX.

**For Title V Awards:**

The Tribe has informed the IHS that it still wishes to contract for, and can carry out, the new or expanded PSFAs identified herein, despite the unavailability of additional CSC. \$ 0 contract support cost dollars are provided for the new or expanded PSFAs identified herein. Pursuant to Subsection 507(c) of the ISDEAA, the IHS will sever and reject the Tribe's final offer for Subsection 106(a)(2) contract support costs in the amount of \$XXXXX.

- C. Delinquent IDC Rates.** In instances where the Tribe is awaiting an anticipated IDC Rate or when the Tribe and the Area intend to negotiate IDC Type costs but have not yet done so, it may be necessary to insert additional language into a funding agreement. The following language is offered as a means of addressing the requirement in IHS CSC Policy (Indian Health Manual Part 6, Chapter 3, Section 6-3.2E(1)). The language is suggested; Areas are encouraged to discuss this language with their regional counsel and HQ, OTP.

**Pending IDC Rate:**

The \_\_\_\_\_ Tribe has submitted a new indirect cost proposal to their cognizant agency and anticipate receiving an indirect cost rate that is applicable to the PSFAs under this award prior to the expiration of this funding agreement. Pending the establishment of that new rate, the Parties agree that \$\_\_\_\_\_ will be provided for total contract support costs under this agreement. Once the new rate is established, the tribe's IDC need will be adjusted consistent with that new rate and the above amount will be adjusted consistent with IHS CSC Policy (Indian Health Manual – Part 6, Chapter 3) or its successor.

If the \_\_\_\_\_ Tribe fails to receive a new indirect cost rate applicable to the PSFAs under this award prior to the expiration of this funding agreement, the above amount shall be the total CSC awardable under this funding agreement for the current fiscal year and the parties will negotiate Indirect Type costs for the subsequent fiscal year.

**Pending IDC Type Cost Negotiations:**

The Parties recognize that the \_\_\_\_\_ Tribe does not have an indirect cost rate applicable to the PSFAs under this award pursuant to IHS CSC Policy (Indian Health Manual – Part 6, Chapter 3, Section 6-3.2E(1)). Therefore the Parties intend to negotiate Indirect Type Costs for the current fiscal year. Pending the completion of that negotiation, not to exceed ninety (90) days, the Parties agree that \$\_\_\_\_\_ will be provided for total contract support costs under this agreement. Once negotiations have been completed and an amount for Indirect Type Costs has been agreed to, the above amount will be adjusted consistent with that amount and IHS CSC Policy (IHM 6-3) or its successor.