

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 25 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Requesting the Oneida Business Committee to accept the Constitutional Amendments Implementation teams report and allow for the team to report every other month.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

At the February 24, 2016 BC meeting, the Oneida Business Committee directed the Constitutional Amendments Implementation team to submit reports for every 2nd BC meeting of month. This will be the 3rd report to the Business Committee.

The Constitutional Amendments Implementation team has been consistently meeting and have reported to the Business Committee twice. Many items have been completed and addressed and the team is suggesting that the Business Committee move the reports to every other month.

Requested actions:

1. Accept the Report
2. Approve the Constitutional Amendments Implementation team to report to the 2nd Business Committee meeting every other month.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Nation



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

MEMORANDUM

TO: Oneida Business Committee
FROM: Constitutional Amendments Implementation Team
DATE: May 25, 2016
SUBJECT: Report #3

Please accept this report as the third report to the Oneida Business Committee regarding the progress of the implementation team to address the Constitutional Amendments. Below, you will find the updates since the April 27, 2016 report.

Notification Letters to Oneida Indian Nation & Oneida of the Thames

At the April 27, 2016 Business Committee meeting, the Business Committee approved the Chairwoman to sign notification letters to the Oneida Indian Nation and the Oneida of the Thames. Vice Chairwoman Danforth has sent the letters to the Chairwoman twice and continues to await a signed copy of the letters.

Election Law

LOC was requested to emergency amend the Election Law to reflect the constitutional changes (i.e. 18-20 year old tribal members can vote and run in the election) in time for the July 2016 election process. At the April 27, 2016 BC meeting, the Business Committee approved the emergency amendments. Attached are the materials sent to the organization from the LOC. **Attachment #1**

Official notification to 18-20 year old tribal members

As per the communications plan, the attached letter was drafted to tribal members ages 18-20 years old notifying them of their ability to participate in tribal elections and GTC meetings. At the April 27, 2016 Business Committee meeting, the Business Committee approve the letter. On May 6, 2016 the letter was mailed (**see attachment #2**).

Signage

Previously, the Business Committee received a signage report from the Development Division regarding signage that is currently being placed around the reservation. Subsequently, the Development Division submitted a report that indicated an additional \$38,000 would be required in FY17 to complete the community signage that would include Wastewater Treatment facility, Skenandoah building, Social Services, and housing neighborhoods such as Uskah Village, Standing Stone, etc.

The funding for the signage was placed in the Business Committee Special Projects budget for FY17, as the expenditures for the Constitutional Amendments had been placed in the BC budget up to this point. At the May 17, 2016 BC Work meeting, the Business Committee agreed to request that the Development Division budget this expenditure. Vice Chairwoman Danforth communicated this change to the Development Division, the Treasurer's Office and Finance on May 18, 2016.

Attached you will find the information from the Development Division. **Attachment #3**

BIA Update of Federally Recognized Tribes

Recently, the Bureau of Indian Affairs updated their list of federally recognized Tribes. Our Nation is listed as the "Oneida Nation (formerly known as the Oneida Tribe of Indians of WI)." **See attachment #4.**

Tribal Seal

With the Branding initiative being led by the Intergovernmental Affairs & Communications Department (IGAC), the team officially forwarded the tribal seal development to IGAC.

Implementation of the Oneida Constitutional Amendments Report #3



Report for the Oneida Business Committee

By the Constitutional Amendments Implementation Team

May 25, 2016

Background

On August 21, 2010 the General Tribal Council (GTC) considered the following 6 constitutional amendments to send to a Secretarial Election.

1. Lower voting age and age to participate in GTC from 21 years old to 18 years old
2. Change the Tribe's official name from Oneida Tribe of Indians of Wisconsin to Oneida Nation
3. Lift requirement to present yourself at the polls, thereby allowing for the development of absentee balloting for Oneida Business Committee elections which are held every three years
4. Remove the Secretary of Interior from an oversight and approval role with the Tribe
5. Formally establish a judicial branch within the Constitution
6. Remove the mandatory "first Monday" meeting requirement to allow the semi-annual meetings to be held on different days

The GTC voted to send all the constitutional amendments to a Secretarial Election, except #3 "Lift requirement to present yourself at the polls, thereby allowing for the development of absentee ballot for Oneida Business Committee elections."

The Business Committee worked with the Department of Interior, Bureau of Indian Affairs to process Oneida's request for a Secretarial Election and on May 2, 2015, the BIA held a Secretarial Election where the Oneida Nation's members voted and approved all five (5) constitutional amendments. The 5 amendments are as follows;

- a. Lower the voting age and age to participate in GTC from 21 years old to 18 years old
- b. Change the Tribe's official name from Oneida Tribe of Indians of Wisconsin to Oneida Nation
- c. Remove the Secretary of Interior from an oversight and approval role with the Tribe
- d. Formally establish a judicial branch within the Constitution
- e. Remove the mandatory "first Monday" meeting requirement to allow the semi-annual meetings to be held on different days

The BIA notified the Oneida Nation on June 24, 2015 that each of the amendments had been certified. In July 2015, an appeal was filed to the Interior Board of Indian Appeals (IBIA) by a tribal member that halted the certification and implementation of the amendments. On February 17, 2016, the Oneida Nation received the IBIA's decision dated February 11, 2016 that rejected the appeal and upheld the decision of the BIA to certify Oneida's Secretarial Election. The Law Office has advised that there are additional appeal processes available to the tribal member in

federal court. However, the amendments are deemed effective and certified which requires implementation of the amendments.

On February 24, 2016 the Business Committee formally acknowledged receipt of the IBIA’s decision and directed the Constitutional Amendments Implementation Team begin reporting at the 2nd Regular Business Committee meeting of the month on the implementation of the constitutional amendments. This report serves as the third report to the Business Committee.

Constitutional Implementation Team Members

- Melinda J. Danforth, Vice Chairwoman
- Jessica Wallenfang, Legislative Assistant to the Vice Chairwoman
- Lisa Summers, Tribal Secretary
- Lisa Liggins, Legislative Assistant to the Tribal Secretary
- Chad Wilson, Project Manager for ERB
- Michelle Mays/Jo Ann House, Law Office
- Bobbi Webster, Public Relations

Amendment #1: Lowering of the Voting Age

<u>ISSUE</u>	<u>WHO</u>
<p>GTC Meeting Stipend Payment Policy may need to be amended to include 18 year olds. Possible emergency amendments until it can be adopted permanently</p>	<ul style="list-style-type: none"> • Complete <p>A review of the policy by the Law office concluded that the language in the policy did not need to change.</p>
<p>Confirm the FY16 budget contains the potential increase in stipend payments for GTC meetings</p> <p>**18 year olds were allowed to participate at the February 20, 2016 GTC meeting**</p> <p>Attendance will be monitored and FY17 budget will reflect the change</p>	<ul style="list-style-type: none"> • Complete <p>Treasurer confirmed that the FY 16 GTC Stipend budget has 11 meetings budgeted and should cover the cost for FY16</p> <p>FY17 Budget will reflect this</p>

	change
Election Law will need to amended **Target: July 2016 Special Elections**	<ul style="list-style-type: none"> • Complete BC adopted Emergency Amendments to the Election Law at the April 27, 2016 BC meeting
Space for GTC meetings	Secretary will continue to monitor attendance
Information sessions for 18-20 year olds to prepare them to participate in the GTC meetings.	RC & Danelle – work with summer student interns to develop e-learning tools and enhance curriculum with the school

Amendment #2: Name Change to Oneida Nation

<u>ISSUE</u>	<u>WHO</u>
Branding Initiative will be a vehicle to assist in the logo development, letterhead usage, signage, etc. along with the necessary budget **Business Committee approved the branding initiative to move forward**	Intergovernmental Affairs
Signage <ul style="list-style-type: none"> - Inventory of signage being compiled by Development Division (Jeff Witte) - Troy Parr providing a report on current signage being installed - Jeff Witte reported additional need in signage for Wastewater Treatment facility, Skenandoah, Social Services, and community neighborhoods 	<ul style="list-style-type: none"> • Complete At the May 17, 2016 BC Work meeting the Business Committee agreed to request the Development Division to budget for the additional signage in their FY17 budget
Tribal Seal	Seal Development formally sent to Intergovernmental Affairs to include in the branding initiative. Draft Seal and Flag law provided by the Oneida Law Office will be sent to the LOC for consideration
Business Committee resolution to allow for the name change to take place in all of our laws	Michelle drafting the resolution for BC approval Target: June 8 th BC

	Meeting
Directive from the BC to Direct Reports to make name changes as it comes up. Also, continue using existing paper and letterhead until change is implemented via the branding initiative	<ul style="list-style-type: none"> • Complete Tribal Secretary sent memo out 4/13
Comprehensive Policy Governing Boards, Committees and Commissions – Oath of Office is specific in the policy and references “Oneida Tribe”	<ul style="list-style-type: none"> • Complete BC approved change at 4/13 BC meeting
Notification to Chief Counsel that we will need to prepare for any changes that are required with the State, pending lawsuits, and with our corporations (i.e. OTIE, 7 Generations Corp, etc.)	<ul style="list-style-type: none"> • Complete Tribal Secretary’s office has formally notified all tribally chartered corporations.
Send letters to other Oneida communities of the official name change	Approved at the 4/27/16 BC meeting, awaiting the Chairwoman to forward a copy of the signed letters
Follow up with federal agencies regarding the name change	<ul style="list-style-type: none"> • Complete Federal agencies are notified through the Federal Register.
Banking Information – signature cards, account information, etc.	Finance will make changes where timely and with the least amount of financial impact to the Tribe.

Amendment #3: Removal of the DOI

<u>ISSUE</u>	<u>WHO</u>
Develop SOP’s for future amendments to the constitution - Draft will be provided for the team’s review at the June meeting	Michelle & Lisa L. continuing to draft
Develop SOP’s and flowchart consistent with Policy for changing future amendments to constitution	Lisa Liggins, Chad Wilson & Michelle – in progress
Constitutional referendum as described in the new constitutional amendments process.	LOC working with the team to amend the Election Law
Create petition form for constitutional amendments	Tribal Secretary’s Office

	drafting in conjunction with the SOP's and Election Law amendments
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Amendment #4: Judiciary

<u>ISSUE</u>	<u>WHO</u>
GTC Resolution delegating judicial authority to the Judiciary adopted in 2013.	Michelle to draft resolution <ul style="list-style-type: none"> • Target Date: June 8, 2016 BC meeting with a request for the BC to determine which GTC meeting agenda to place this item on

Amendment #5: Removal of the 1st Monday Meeting Requirement

- ❖ Alternate GTC Meeting Dates will be considered after the July 2016 Semi-Annual GTC meeting.

<u>ISSUE</u>	<u>WHO</u>
Review the GTC meeting rules draft to insure there is no language that would need to change before it goes to the GTC for consideration	<ul style="list-style-type: none"> • Complete Michelle indicates no language is conflicting in the GTC meeting rules

Other Issues Identified:**1. Overall Communications Plan – Bobbi assigned**

- Special Edition of the Kali to address the implementation plans for all amendments that pass.
- Marketing to the 18-20 year olds that they are able to attend the GTC meetings
 - All paperwork to printing to send the letter approved by the BC on April 27, 2016 was completed on May 4, 2016.
 - Social media continues to be utilized to communicate

2. Celebration –IGAC Assigned

- Business Committee directed a celebration to occur for the July 2016 GTC meeting. The Office of Intergovernmental Affairs and Communications has been assigned this task.
3. Amended Constitution was posted on Oneida Nation's website by the Legislative Reference Office

Attachment #1

Melinda J. Danforth

From: LOC

Sent: Friday, April 29, 2016 4:40 PM

To: Barbara J. Dickson; Barbara J. Reynolds; Brandon L. Yellowbird-Stevens; Brenda L. Skenandore; Brian A. Doxtator; Candice E. Skenandore; Christopher G. Johns; Colleen M. Cottrell; Collette E. Lanser; Cristina S. Danforth; Dale P. Wheelock; Danelle A. Wilson; David P. Jordan; David W. Bischoff; Dawn M. Moon-Kopetsky; Debbie J. Melchert; Debra J. Danforth; Denice E. Beans; Denise J. Vigue; Dianne-Lynn L. McLester Heim; Donald R. White; Dorothy Krull; Douglass A. McIntyre; Fawn J. Billie; Gerald L. Hill; Geraldine R. Danforth; Gina D. Buenrostro; Heather M. Heuer; Jennifer A. Webster; Jennifer Hill-Kelley; Jessalyn M. Harvath; Jessica L. Wallenfang; Jo A. House; Joanie L. Buckley; Judith A. Skenandore; Kathleen M. Metoxen; Kaylynn Gresham; Krystal John; Lawrence E. Barton; Leyne C. Orosco; Lisa A. Liggins; Lisa M. Summers; Lora L. Skenandore; Lorena M. Metoxen; Lori A. Elm; Loucinda K. Conway; Louise C. Cornelius; Mark W. Powless; Matthew J. Denny; Maureen A. Metoxen; Maureen S. Perkins; Melinda J. Danforth; Mercie L. Danforth; Michele M. Doxtator; Nicolas A. Reynolds; Norma M. Brzezinski; Patricia M. King; Patrick J. Pelky; Paul W. Stenzel; Paula M. King Dessart; Phillip L. Wisneski; Rae M. Skenandore; Raeann Skenandore; Ralinda R. Ninham-Lamberies; Ravinder Vir; Rebecca J. Schommer; Rhiannon R. Metoxen; Robert J. Collins; Ronald W. Hill; Sandra M. Schuyler; Scott J. Denny; Susan M. House; Tami J. Hill; Tanique J. Thurner; Terry A. Cornelius

Subject: Election Law Emergency Amendments

Attachments: 04-27-16-B Election Law Emergency Amendments.pdf; Election Law BC 04 27 16 B (Emergency expires 10 27 16).pdf

Good afternoon-

On April 27, 2016 the Oneida Business Committee approved emergency amendments to the Election Law. These amendments went into effect immediately, on April 27, 2016 in accordance with the Legislative Procedures Act. The Emergency Amendments were requested in order to change to voting age from twenty-one (21) to eighteen (18) in accordance with the Constitutional amendments.

A public meeting is not required for emergency amendments to laws based on the Legislative Procedures Act. Unless adopted as permanent amendments, these emergency amendments will expire on October 27, 2016.

Attached are the adopting Resolutions and the updated Law and corresponding Citation Schedule. It can also be found on the Oneida Register at: <https://www.oneida-nsn.gov/Laws/>

If you have any questions, please contact the Legislative Reference Office at: LOC@oneidnation.org or (920)869-4376.

Krystal L. John, Staff Attorney
 Legislative Reference Office
 Oneida Tribe of Indians of Wisconsin
 (920) 869-4375

The information contained in this e-mail is confidential and privileged. If you are not the intended recipient, please be advised that any use, copying, or dissemination of this information is prohibited. Please destroy this e-mail and immediately notify us of the erroneous transmission.

Oneida Nation**Attachment #1**

Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

**BC Resolution # 04-27-16-B
Election Law Emergency Amendments**

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** on May 2, 2015, the Oneida Tribal membership voted at the Secretarial Election to amend Section 2 of Article III of the Oneida Tribal Constitution to change the age of a qualified voter from twenty-one (21) and over to eighteen (18) and over; and
- WHEREAS,** on June 16, 2015 the United States Department of Interior, Bureau of Indian Affairs approved by certification the amendment to Section 2 of Article III of the Oneida Tribal Constitution to change the age of a qualified voter from twenty-one (21) and over to eighteen (18) and over; and
- WHEREAS,** in July 2015, a tribal member filed an appeal to the Interior Board of Indian Appeals which suspended the certification and implementation; and
- WHEREAS,** on February 11, 2016 the Interior Board of Indian Appeals denied the tribal member's appeal and upheld the Bureau of Indian Affairs certification of all the constitutional amendments; and
- WHEREAS,** on February 24, 2016 the Oneida Business Committee formally acknowledged receipt of the Interior Board of Indian Appeals decision and directed the Constitutional Amendments Implementation Team to begin implementation of the constitutional amendments; and
- WHEREAS,** the Legislative Procedures Act authorizes the Oneida Business Committee to enact legislation on an emergency basis; and

Attachment #1

BC Resolution # 04-27-16-B
Election Law Emergency Amendments
Page 2 of 2

WHEREAS, emergency adoption of this amendment to the Election Law is necessary for the preservation of the public health, safety, or general welfare of the reservation population to ensure compliance with recent actions taken by the Tribal membership; and observance of the adoption requirements under the Legislative Procedures Act for passage of laws and policies would be contrary to public interest.

NOW THEREFORE BE IT RESOLVED, that the attached emergency amendments to the Election Law shall take effect immediately.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 7 members were present at a meeting duly called, noticed and held on the 27th day of April, 2016; that the forgoing resolution was duly adopted at such meeting by a vote of 6 members for, 0 members against, and 0 member not voting; and that said resolution has not been rescinded or amended in any way.


Lisa Summers, Tribal Secretary
Oneida Business Committee

*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

Attachment #1

Chapter 2
ONEIDA ELECTION LAW

Onayote'a:ká Tho Ni Yót Tsi' ayethiyataláko Tsi' Kayanl'hsla

People of the Standing Stone how it is we will appoint them the kind of laws we have

2.1. Purpose and Policy	2.7. Notice of Polling Places
2.2. Adoption, Amendment, Repeal	2.8. Registration of Voters
2.3. Definitions	2.9. Election Process
2.4. Election Board	2.10. Closing Polls and Securing Ballots
2.5. Candidate Eligibility	2.11. Election Outcome and Ties
2.6. Selection of Candidates	2.12. Elections

2.1. Purpose and Policy

2.1-1. It is the policy of the Nation that this law shall govern the procedures for the conduct of orderly Tribal elections, including pre-election activities such as caucuses and nominations. Because of the desire for orderly and easily understood elections, there has not been an allowance made for write-in candidates on ballots.

2.1-2. This law defines the duties and responsibilities of the Election Board members and other persons employed by the Nation in the conduct of elections. It is intended to govern all procedures used in the election process.

2.2. Adoption, Amendment, Repeal

2.2-1. This law was adopted by the Oneida General Tribal Council by resolution # GTC 7-06-98-A and amended by resolutions #GTC-01-04-10-A, BC-02-25-15-C, and GTC-01-04-10-A.

2.2-2. This law may be amended by the Business Committee or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act. Actions of the Election Board regarding amendments to this law and policies adopted regarding implementation of this law are to be presented to the Business Committee who shall then adopt or forward action(s) to the General Tribal Council for adoption.

2.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

2.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

2.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

2.3. Definitions

2.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

2.3-2. "Alternate" shall mean an individual appointed by the Business Committee to serve on the Election Board during an election and until election results have been certified.

2.3-3. "Applicant" shall mean a potential candidate who has not yet been officially approved for acceptance on a ballot.

2.3-4. "Business day" shall mean Monday through Friday, 8:00 a.m. – 4:30 p.m., excluding Tribal holidays.

2.3-5. "Campaigning" shall mean all efforts designed to influence Tribal members to support or reject a particular Tribal candidate including, without limitation, advertising, rallying, public speaking, or other communications with Tribal members.

2.3-6. "Candidate" shall mean a petitioner or nominee for an elected position whose name is placed on the ballot by the Election Board after successful application.

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2.4-2. The Election Board shall consist of nine (9) elected members. All members shall be elected to terms of three (3) years, not to exceed two (2) consecutive terms.

2.4-3. *Recusal.* An Election Board member shall recuse himself/herself from participating as an Election Board member in any pre-election, election day, or post-election activities while he or she is a petitioner, applicant or candidate in any election or there is otherwise a conflict of interest.

2.4-4. *Removal.* Removal of members shall be pursuant to the Oneida Removal Law. A member who is removed from the Election Board shall be ineligible to serve on the Board for three (3) years from the time he or she is removed from the Election Board.

2.4-5. *Vacancies.* Any vacancy in an unexpired term shall be filled by appointment by the Business Committee for the balance of the unexpired term. The filling of a vacancy may be timed to correspond with the pre-election activities and the needs of the Election Board.

2.4-6. The Election Board shall identify tellers, judges and clerks in advance of an election.

2.4-7 The Business Committee may appoint or reappoint a sufficient number of alternates to the Election Board, as recommended by the Election Board, to assist with election day and pre-election activities.

2.4-8. The Election Board shall choose a Chairperson from amongst themselves as set out in the By-laws of the Election Board, to preside over the meetings. This selection shall be carried out at the first meeting of the Election Board following an election. The Chairperson shall then ask the Election Board to select a Vice-Chairperson and Secretary.

Section B. Duties of the Election Board

2.4-9. The Election Board shall have the following duties, along with other responsibilities listed throughout this law.

- (a) The Election Board shall be in charge of all registration and election procedures; and
- (b) Upon completion of an election, the Election Board shall make a final report on the election results as set out in this law.

Section C. Specific Duties of Officers and Election Board Members

2.4-10. Specific duties of the Chairperson and other Election Board members, in addition to being present at all Election Board meetings and assisting the handicapped through the voting process, are as set out herein:

- (a) Chairperson: Shall preside over meetings of the Election Board; shall select the hearing body for applicants found to be ineligible in accordance with 2.5-6 in the event of an appeal; shall oversee the conduct of the election; shall dismiss the alternates and the Trust Enrollment Department personnel when their election day duties are complete; and shall post and report election results.
- (b) Vice-Chairperson: Shall preside over all meetings in the absence of the Chairperson.
- (c) Secretary: Shall keep a record of the meetings and make them available to the Tribal Secretary, other Election Board members and the public as required in the Open Records and Open Meetings Law.
- (d) Clerks: Shall implement the requirements of identifying and registering all voters and determining voter eligibility. Clerks shall work in conjunction with the Trust Enrollment Department personnel in the registration process, and assist the Chairperson as directed in conducting the election. Clerks cannot be currently employed by the Trust Enrollment Department.

Attachment #1

2.5-6. Applicants found to be ineligible shall have two (2) business days to request an appeal. At least four (4) Election Board members shall constitute a hearing body. The Chairperson shall select the hearing body. The hearing shall be held within two (2) business days of receipt of the appeal. The applicant shall be notified by phone of time and place of the hearing. The decision of the hearing body shall be sent via certified mail or hand delivery within two (2) business days of the hearing. Any appeal from a decision of the Election Board hearing body shall be to the Judiciary on an accelerated schedule.

2.5-7. The Election Board shall be responsible for reviewing the qualifications of applicants to verify eligibility. Any applicant found to be ineligible for a nominated or petitioned for position shall be notified by certified mail return receipt requested. The notice shall provide the following information:

- (a) Position for which they were considered
- (b) Qualification of the position and citation of the source. (Copies of source may be attached.)
- (c) A brief summary explaining why the applicant was found to be ineligible.
- (d) That the applicant has two (2) business days from notification to make an appeal. Appeals must be filed at the location designated on the notice by hand delivery. The location designated shall be on the Reservation. No mailed, internal Tribal mail, faxed or other delivery method will be accepted.

Section C. Campaign Financing

2.5-8. Contributions:

- (a) Solicitation of Contributions by Candidates.
 - (1) Candidates shall only accept contributions from individuals who are Tribal members or individuals related by blood or marriage to the candidate. Candidates may not accept contributions from any business, whether sole proprietorship, partnership, corporation, or other business entity.
 - (2) Candidates shall not solicit or accept contributions in any Tribal office or business/facility.
- (b) Fines. Violation of the contribution restrictions shall result in a fine imposed by the Election Board in an amount specified in a resolution adopted by the Business Committee.

2.5-9. Campaign Signs and Campaigning:

- (a) Placement of campaign signs:
 - (1) Campaign signs shall not be posted or erected on any Tribal property except for private property with the owner/tenant's permission.
 - (2) No campaign sign shall exceed sixteen (16) square feet in area. A maximum of seven (7) such signs may be placed on a building or on a lot.
 - (3) No campaign sign shall project beyond the property line into the public right of way.
- (b) Removal of campaign signs. All campaign signs shall be removed within five (5) business days after an election.
- (c) Employees of the Nation shall not engage in campaigning for Tribal offices during work hours. Tribal employees shall be subject to disciplinary action under the personnel policies and procedures for political campaigning during work hours.
- (d) Enforcement. The Zoning Administrator shall cause to be removed any campaign

Attachment #1

Section B. Petition

2.6-3. Any eligible Tribal member may petition to be placed on a ballot according to the following procedures:

- (a) Each petitioner, not nominated at caucus, shall file a petition containing endorsee's original signatures; photocopies shall not be accepted.
- (b) Petitioners shall use an official petition form as designated by this law which may be obtained in the Tribal Secretary's Office or from the mailing for that caucus.
- (c) The petition form shall consist of each endorsee's:
 - (1) printed name and address;
 - (2) date of birth;
 - (3) Oneida Tribal enrollment number; and
 - (4) signature.
- (d) Petitioners shall obtain not less than ten (10) signatures of qualified voters as defined under this law.
- (e) Petitions shall be presented to the Tribal Secretary, or designated agent, during normal business hours, 8:00 to 4:30 Monday through Friday, but no later than prior to close of business five (5) business days after the caucus. The location to drop-off petitions shall be identified in the mailing identifying the caucus date.
- (f) The Tribal Secretary shall forward all petitions to the Election Board Chairperson the next business day following the close of petition submissions.
- (g) The Election Board shall have the Trust Enrollment Department verify all signatures contained on the petition.

2.6-4. A person who runs for a position on the Oneida Business Committee, or a position on a judicial court or commission, shall not run for more than one (1) elective office or seat per election.

2.7. Notice of Polling Places

2.7-1. The Election Board shall post a notice in the prominent locations, stating the location of the polling places and the time the polls will be open. This notice shall also be posted in an easily visible position, close to the entrance of Tribal businesses/facilities.

2.7-2. Polling information shall be posted no less than ten (10) calendar days prior to the election, and shall remain posted until the poll closes on the day of the election.

2.7-3. Except for a Special Election, notice for the election shall be mailed to all Tribal members, stating the time and place of the election and a sample of the ballot, no less than ten (10) calendar days prior to the election, through a mass mailing. The Trust Enrollment Department shall be notified, by the Election Board Chairperson, no less than twenty (20) calendar days prior to the requested mailing.

2.7-4. Notice of the election shall be placed in the Tribal newspaper.

2.8. Registration of Voters*Section A. Requirements*

2.8-1. *Registration of Voters.* All Tribal members who are eighteen (18) years of age or over are qualified voters of such election(s) as defined in Article III, Section 2 of the Oneida Tribal Constitution.

Section B. Identification of Voters

Attachment #1

four (4) Tribal members verify, through signature on the tape, the ballot box is empty and the ballot counting machine printer tape has a zero (0) total count.

2.9-4. At least one (1) Oneida Police Officer shall be present during the time the polls are open, and until the counting of ballots is completed, and tentative results posted.

2.9-5. The Election Board shall provide a voting area sufficiently isolated for each voter such that there is an area with at least two sides and a back enclosure.

2.9-6. No campaigning of any type shall be conducted within two hundred eighty (280) feet of the voting area, excluding private property.

2.9-7. No one causing a disturbance shall be allowed in the voting area.

2.9-8. Election Board members may restrict the voting area to qualified voters only. This restriction is in the interest of maintaining security of the ballots and voting process.

Section B. Ballot Box

2.9-9. All ballots being votes, shall be placed in a receptacle clearly marked "Ballot Box" and shall be locked until counting at the close of polls. Provided that, with electronic ballot counting, the ballots may be placed within the ballot counting machine as they are received.

Section C. Spoiled Ballots

2.9-10. If a voter spoils his/her ballot, he/she shall be given a new ballot.

2.9-11. The spoiled ballot shall be marked "VOID" and initialed by two (2) Election Officials and placed in an envelope marked as "Spoiled Ballots."

2.9-12. The Spoiled Ballot envelopes shall be retained and secured for no less than fifteen (15) calendar days following finalization of any challenge of the election, at the Records Management Department.

Section D. Rejected Ballots

2.9-13. Rejected Ballots are to be placed in a specially marked container and sealed.

(a) Computer rejected ballots shall be reviewed by the Election Officials to verify the authenticity of the ballot. Ballots rejected because of mutilation shall be added to the final computer total, provided that, a new ballot was not received as set out in sections 2.9-10 through 2.9-12.

(b) Ballots rejected, either during the computer process or during a manual counting, shall be reviewed by the Election Officials to verify that they are authentic. If the Election Officials determine that the ballot is not an official ballot, or that it is an illegal ballot, the ballot shall be designated 'void,' and placed in a sealed container marked "Void Ballots."

2.10. Tabulating and Securing Ballots

Section A. Machine Counted Ballots

2.10-1. When ballots are counted by machine, at the close of polls the Judges shall generate from the ballot counting machine copies of the election totals from the votes cast.

2.10-2. At least six (6) Election Board members shall sign the election totals, which shall include the tape signed by the Tribal members before the polls were opened per section 2.9-3(a).

Section B. Manually Counted Ballots

Attachment #1

(b) On the date and at the time and place the drawing was noticed, the Election Board Chairperson shall clearly write the name of each tied candidate on separate pieces of paper in front of any witnesses present. The pieces of paper shall be the same, or approximately the same, color, size, and type. The papers shall be folded in half and placed in a container selected by the Election Board Chairperson.

(c) The Election Board Chairperson shall designate an uninterested party to draw a name from the container. The candidate whose name is drawn from the container first shall be declared the winner. An Election Board member other than the Chairperson shall remove the remaining pieces of paper from the container and show them to the witnesses present.

Section C. Recount Procedures

2.11-5. A candidate may request the Election Board to complete a recount, provided the margin between the requesting candidate's vote total and vote total for the unofficial winner was within two percent (2%) of the total votes for the office being sought or twenty (20) votes, whichever is greater. A candidate requests a recount by hand delivering a written request to the Tribal Secretary's Office, or noticed designated agent, within five (5) business days after the election. Requests shall be limited to one (1) request per candidate. The Tribal Secretary shall contact the Election Board Chairperson by the next business day after the request for recounts.

2.11-6. The Election Board shall respond by the close of business on the fifth (5th) day after the request regarding the results of the recount. Provided that, no recount request need be honored where there have been two (2) recounts completed as a result of a request either as a recount of the whole election results, or of that sub-section.

2.11-7. All recounts shall be conducted manually with, if possible, the original Election Officials and Oneida Police Officer present, regardless of the original type of counting process. Manual recounts may, at the discretion of the Election Officials, be of the total election results, or of the challenged sub-section of the election results.

2.11-8. The Oneida Police Officer shall be responsible for picking up the locked, sealed container with the ballots from the Records Management Department and transporting it to the ballot recounting location.

2.11-9. A recount shall be conducted by a quorum of the Election Board, including at least three (3) of the original Election Officials. The locked, sealed ballots shall be opened by the Election Board Chairperson and an Oneida Police Officer shall witness the recount.

2.11-10. Recounting of ballots may be performed manually or by computer. All ballots shall be counted until two (2) final tallies are equal in back to back counting and the total count of ballots reconciles with the total count from the ballot counting machine. Sub-sections of candidates may be recounted in lieu of a full recount.

(a) Manually counted ballots shall be recounted by the Election Board. Ballots shall be counted twice by different persons and certified by the Judges.

(b) Computer counted ballots shall be recounted twice and certified by the Judges. Prior to using an electronic ballot counting device, it shall be certified as correct either by the maker, lessor of the machine, or Election Board.

Section D. Challenges and Declaration of Results

2.11-11. *Challenges.* Any qualified voter may challenge the results of an election by filing a complaint with the Judiciary within ten (10) calendar days after the election. The Judiciary shall hear and decide a challenge to any election within two (2) business days after the challenge is

Attachment #1

(b) The fifteen (15) candidates receiving the highest number of votes cast for the at-large council member positions shall be placed on the ballot.

(c) Any position where a tie exists to determine the candidates to be placed on the ballot shall include all candidates where the tie exists.

2.12-3. The Election Board shall cancel the primary election if the Business Committee positions did not draw the requisite number of candidates for a primary by the petitioning deadline set for the primary.

2.12-4. In the event a candidate withdraws or is unable to run for office after being declared a winner in the primary, the Election Board shall declare the next highest primary vote recipient the primary winner. This procedure shall be repeated as necessary until the ballot is full or until there are no available candidates. If the ballot has already been printed, the procedures for notifying the Oneida public in section 2.5-11 and 2.5-12 shall be followed, including the requirement to print a notice in the Tribal newspaper if time lines allow.

Section B. Special Elections

2.12-5. Matters subject to a Special Election, i.e., referendum, vacancies, petitions, etc., as defined in this law, may be placed on the same ballot as the subject matter of an election.

2.12-6. Dates of all Special Elections shall be set, as provided for in this law, by the Business Committee as recommended by the Election Board or as ordered by the Judiciary in connection with an election challenge.

2.12-7. Notice of said Special Election shall be posted by the Election Board in the prominent locations, and placed in the Tribal newspaper not less than ten (10) calendar days prior to the Special Election.

2.12-8. In the event of an emergency, the Election Board may reschedule the election, provided that no less than twenty-four (24) hours notice of the rescheduled election date is given to the voters, by posting notices in the prominent locations.

Section C. Referendums

2.12-9. Registered voters may indicate opinions on any development, law or resolution, proposed, enacted, or directed by the Business Committee, or General Tribal Council, in a special referendum election.

(a) Referendum elections in which a majority of the qualified voters who cast votes shall be binding on the Business Committee to present the issue for action/decision at General Tribal Council.

(b) Referendum requests may appear on the next called for election.

(c) Referendum questions are to be presented to the Tribal Secretary, in writing, at the caucus prior to election, regarding issues directly affecting the Nation or general membership.

Section D. Initiation of Special Elections

2.12-10. Special Elections may be initiated by a request or directive of the General Tribal Council or the Oneida Business Committee.

2.12-11. Special Election may be requested by a Tribal member to the Business Committee or General Tribal Council.

2.12-12. All Special Elections shall follow rules established for all other elections. This includes positions for all Boards, Committees and Commissions.

Attachment #2



Onedias bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

Oneida Nation

BUSINESS COMMITTEE



P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040



UGWA DEMOLUM YATEHE
Because of the help of this Onaida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

Sheku,

With this letter the Oneida Nation is proud to welcome you to participate in all future Oneida Nation elections, meetings of the General Tribal Council, and other governmental activities.

As of February 24, 2016 Oneida has begun to implement constitutional change which paves the way for all enrolled Oneidas who are age 18 or older to participate in governmental activities such as elections, GTC meetings or to serve on various Boards, Committees or Commissions. Previous to this, enrolled Oneidas were not eligible to participate in these activities unless 21 years of age was achieved. The new requirements now expand participation by 500 Oneidas, a great accomplishment for the Nation!

The historic change to the Oneida Constitution means that Oneida Citizens over the age of 18 are eligible to vote at the polls for the special election this summer. The election and positions for candidacy will be listed in the Kalihwisaks and on our tribal web page, <https://oneida-nsn.gov/>. This also means you may be eligible for an opportunity to be appointed or elected to one of Oneida's various boards, committees and commissions.

There are some positions on boards, committees and commissions that have an age requirement which must be honored; however, there are many boards, committees and commissions without a specific age requirement. For example, the Oneida Constitution requires candidates for the Oneida Business Committee to be at least 21 years of age, so this must be honored. However, the Oneida Election Board, has no age requirement, therefore any enrolled Oneida citizen at least 18 may be eligible to become a candidate of this board if all the requirements are met.

Perhaps you have already participated in a GTC meeting, and if you have not we want to provide some information to help you register.

1. You must present your valid Driver's License, Identification card, or an Oneida Tribal Identification card to register at a GTC meeting.
2. You must be in line for a duly called GTC meeting within 15 minutes of the scheduled start time.
3. You may obtain an official Oneida identification card at the Oneida Enrollment Department located at 210 Elm Street, Oneida, located next to the Oneida Library in Site I. Identification cards cost \$3.50 and must be obtained in person. You may go to <https://oneida-nsn.gov/resources/enrollments/> for more details.

We hope you exercise your rights as an enrolled Oneida eligible to participate in our governmental process and take the opportunities offered to learn more about your Nation. Please feel free to contact any of your elected officials if you have any questions or concerns.

Ohnaki'wah

Oneida Business Committee

A good mind. A good heart. A strong fire.

Attachment #3

Melinda J. Danforth

From: Jeffrey Witte
Sent: Tuesday, April 19, 2016 9:47 AM
To: Melinda J. Danforth
Cc: James J. Petitjean
Subject: Community Signs
Attachments: 23083 Oneida Sign List - Additions.pdf

Good morning Melinda,
 James asked that we provide a comprehensive list of building signs. The new signs going up are consistent with the name Oneida Nation. The Skenandoah Complex, Wastewater Treatment Plant and the Social Services Building are the last remaining signs that need to be updated at an approximate cost of \$10,000. These signs were not part of the bond funding for community signs and should be budgeted for in FY17.

In addition, I've included a list of additional signs to complete a comprehensive sign program for the Nation. A total budget estimate of \$38,000 is included. Please let me know if you have any additional questions.

Thanks,

Jeff

From: Melinda J. Danforth
Sent: Monday, April 18, 2016 11:23 AM
To: James J. Petitjean
Subject: RE: Signage Inventory

Just the building signs. We want to make sure the signs are consistent with our new name Oneida Nation. I think most say Oneida. And if we have to, we should budget in FY17 via the BC budget to change the signs.

Melinda J. Danforth, Vice Chairwoman

Oneida Nation
 P.O. Box 365
 Oneida, WI 54155

Work Phone: (920) 869-4461
 Cell Phone: (920) 562-0290
 Fax: (920) 869-4040

Jeffrey Witte
 Oneida Planning Department
 PO Box 365
 Oneida WI 54155
 920. 869-4583



Attachment #3

Sign	Location	Cabinet Copy (English)	Status as of 4/18/2016
1	201 ELM ST, ONEIDA	PLACE OF THE DUCK CREEK	Installed
2	W1005 RANCH RD, ONEIDA	FLYING LEAF PARK	
3	N6300 County Line Road, de pere	DUCK CREEK TRAIL	
4	7320 SEMINARY RD, ONEIDA	WHERE THE WATER BIRDS NEST	
5	3173 JONAS CIR, ONEIDA	CORA HOUSE PARK	
6	3500 BLOCK N OVERLAND RD, ONEIDA	QUARRY PARK	
7	7100 BLOCK OLD SEYMOUR RD, ONEIDA	TURTLE WHERE IT ENDS PARK	
8	7100 BLOCK OLD SEYMOUR RD, ONEIDA	TURTLE WHERE IT ENDS NEIGHBORHOOD	
9	N6824 SEMINARY RD, ONEIDA	ONEIDA HOUSING AUTHORITY WAREHOUSE	
10	2801 COUNTRY CLUB RD, GREEN BAY	THREE SISTERS NEIGHBORHOOD	
11	2400 BLOCK EAST SERVICE RD, ONEIDA	MISSION PARK	Installed
12	W7360 WATER CIRCLE PLACE, ONEIDA	NORI DAMROW FOOD DISTRIBUTION WAREHOUSE	
13	3783 W MASON ST, ONEIDA	ONEIDA UTILITIES DEPARTMENT	Permit
14	2710 W MASON ST, GREEN BAY	PRINT SHOP AND MAIL CENTER	REMOVED
15	703 PACKERLAND DR, GREEN BAY	GEOGRAPHIC LAND INFORMATION CENTER	REMOVED
16	2965 S OVERLAND DR, ONEIDA	AIRPORT ROAD CHILD CARE CENTER	
17	701 PACKERLAND DR, GREEN BAY	EMPLOYEE HEALTH NURSING	
18	500 BLOCK AIRPORT RD, ONEIDA	ONEIDA COMMUNITY HEALTH CENTER	Installed
19	6300 block cty hwy h, de pere	GREEN EARTH COURT	
20	N2936 FREEDOM RD, ONEIDA	PARISH HALL	Installed
21	2801 COUNTRY CLUB RD, GREEN BAY	THREE SISTERS HEAD START	
22	W894 CTY HWY E, ONEIDA	ONEIDA NATION MUSEUM	
23	MINOKA HILL DR AT HENRY RD	ELDER VILLAGE NEIGHBORHOOD	Installed
24	W1197 BEECHTREE LN, ONEIDA	FLYING LEAF WILDLIFE AREA	
25	3700 BLOCK W MASON ST, ONEIDA	Place of the Oneida	
26	500 BLOCK AIRPORT DR, ONEIDA	Place of the Oneida	Installed
27	W1273 REDTAIL DR, DE PERE	GREEN EARTH BRANCH LIBRARY	
28	W100 BLOCK CROOK RD, DE PERE	ON-YOTE-A-KA LAKE (No English Cabinet)	
29	3703 HILLCREST DR, ONEIDA	ONEIDA CULTURAL HERITAGE	
30	N8047 COUNTY HWY U, ONEIDA	ONEIDA CONSERVATION DEPARTMENT	
31	201 ELM STREET	TRUST AND ENROLLMENT DEPARTMENT	Installed
32	2931 COMMISSIONER, ONEIDA	ONEIDA HOUSING AUTHORITY	Installed
33	2912 ARTLEY ST, ONEIDA	CIVIC CENTER	Installed
34	291 ELM ST, ONEIDA	ONEIDA COMMUNITY LIBRARY	
35	2491 BABCOCK RD, GREEN BAY	EMPLOYEE SERVICES BUILDING	
36	100 BLOCK W ADAM DR, DE PERE	ONEIDA SACRED BURIAL GROUNDS	
37	2700 BLOCK W MASON ST, ONEIDA	THREE SISTERS PARK	(2)1800
38	2640 WEST POINT ROAD	ONEIDA SOCIAL SERVICES BUILDING	3000
39	STATE HIGHWAY 172	STANDING STONE NEIGHBORHOOD	1800
40	OVERLAND ROAD	USKHA VILLAGE NEIGHBORHOOD	1800
41	FLORIST DRIVE	GREEN VALLEY NEIGHBORHOOD	1800
42	COUNTY HIGHWAY H	CHICAGO CORNER HEIGHTS NEIGHBORHOOD	1800
43	COUNTY HIGHWAY H	TALL FEATHER NEIGHBORHOOD	1800
44	VANBOXTTEL ROAD	ROLLING HILLS NEIGHBORHOOD	1800
45	STATE HIGHWAY 172	WASTE WATER TREATMENT FACILITY	1800
46	SEMINARY ROAD	SEMINARY ROAD NEIGHBORHOOD	(2)1800
47	ENTRY STATEMENTS	ENTRY STATEMENT SIGNS	(4)2800
48	909 PACKERLAND DRIVE	SKENANDOAH COMPLEX	4,000
TOTAL			38,000

Melinda J. Danforth

From: Johns, John (CMS/CMCS) <John.Johns@cms.hhs.gov>
Sent: Thursday, May 05, 2016 6:10 AM
To: Johns, John (CMS/CMCS)
Subject: Bureau of Indian Affairs updates list of federally recognized tribes: new addition is the Pamunkey Tribe of Virginia
Attachments: Federally recognized Tribes 050416.pdf

Bureau of Indian Affairs updates list of federally recognized tribes:
<http://www.indianz.com/News/2016/021219.asp>

The Bureau of Indian Affairs has updated the list of federally recognized tribes to include the newest member of the family.

The list now contains 567 tribes. The new addition is the Pamunkey Tribe of Virginia, whose federal status became final shortly after the most recent update in January.

"The addition to the list of Indian entities results from the January 28, 2016, Interior Board of Indian Appeals dismissal of a request for reconsideration in docket number 16-003, In Re Federal Acknowledgment of the Pamunkey Indian Tribe," Larry Roberts, the acting head of the BIA, wrote in a notice that was published in the Federal Register on Wednesday.

The Federally Recognized Indian Tribe List Act of 1994 requires the BIA to publish the list "annually on or before every January 30." But in the last decade, the agency was severely late several times and didn't even bother with the list for two of those years.

The BIA finally got back on track in 2014, when the list was published on January 29, 2014. In 2015, it was published on January 14. This year's was published on January 29, one day ahead of the deadline.

Federal Register Notices:

Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs (May 4, 2016)

John Johns, J.D.
Division of Tribal Affairs
Intergovernmental & External Affairs Group
Centers for Medicaid & CHIP Services
CMS
7500 Security Blvd. Mailstop S1-05-06
Baltimore, MD 21244
410-786-7253 (direct line)
410-786-9665 (fax)
John.Johns@cms.hhs.gov



26826

Federal Register / Vol. 81, No. 86 / Wednesday, May 4, 2016 / Notices

Public Availability of the Draft EA

Printed copies of the Draft EA are available for review at the Commonwealth of the Northern Mariana Islands Bureau of Environmental and Coastal Quality, Gualo Rai Center, Chalan Pale Arnold–Middle Road, Saipan, MP 96950, and the following libraries.

- Joeten-Kiyu Public Library, Beach Road and Insatto St., Saipan, MP 96950.
- Tinian Public Library, San Jose Village, Tinian, MP 96952.
- Antonio Camacho Atalig Memorial Library, Tatchog Village, Rota, MP 96951.

Public Availability of Comments

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Robyn Thorson,

Regional Director, Pacific Region, Portland, Oregon.

[FR Doc. 2016–09955 Filed 5–3–16; 8:45 am]

BILLING CODE 4333–15–P

DEPARTMENT OF THE INTERIOR**Geological Survey**

[GX16LR000F60100]

Agency Information Collection Activities: Request for Comments

AGENCY: U.S. Geological Survey (USGS), Interior.

ACTION: Notice of a renewal of a currently approved information collection (1028–0059).

SUMMARY: We (the U.S. Geological Survey) will ask the Office of Management and Budget (OMB) to approve the information collection (IC) described below. This collection consists of 1 form. As required by the Paperwork Reduction Act (PRA) of 1995, and as part of our continuing efforts to reduce paperwork and respondent burden, we invite the general public and other Federal agencies to take this opportunity to comment on this IC. This collection is scheduled to expire on October 31, 2016.

DATES: To ensure that your comments are considered, we must receive them on or before July 5, 2016.

ADDRESSES: You may submit comments on this information collection to the Information Collection Clearance Officer, U.S. Geological Survey, 12201 Sunrise Valley Drive MS 807, Reston, VA 20192 (mail); (703) 648–7197 (fax); or gs-info_collections@usgs.gov (email). Please reference 'Information Collection 1028–0059, Comprehensive Test Ban Treaty in all correspondence.

FOR FURTHER INFORMATION CONTACT: Lori E. Apodaca, National Minerals Information Center, U.S. Geological Survey, 12201 Sunrise Valley Drive, MS 989, Reston, VA 20192 (mail); 703–648–7724 (phone); or lapodaca@usgs.gov (email). You may also find information about this ICR at www.reginfo.gov.

SUPPLEMENTARY INFORMATION:**I. Abstract**

The collection of this information is required by the Comprehensive Test Ban Treaty (CTBT), and will, upon request, provide the CTBT Technical Secretariat with geographic locations of sites where chemical explosions greater than 300 tons TNT-equivalent have occurred.

II. Data

OMB Control Number: 1028–0059.

Form Number: USGS Form 9–4040–A.

Title: Comprehensive Test Ban Treaty.

Type of Request: Renewal of existing information collection.

Affected Public: Business or Other-For-Profit Institutions: U.S. nonfuel minerals producers.

Respondent's Obligation: None. Participation is voluntary.

Frequency of Collection: Annually.

Estimated Total Number of Annual Responses: 2,500.

Estimated Time per Response: 15 minutes.

Estimated Annual Burden Hours: 625 hours.

Estimated Reporting and Recordkeeping "Non-Hour Cost"

Burden: There are no "non-hour cost" burdens associated with this IC.

Public Disclosure Statement: The PRA (44 U.S.C. 3501, *et seq.*) provides that an agency may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number and current expiration date.

III. Request for Comments

We are soliciting comments as to: (a) Whether the proposed collection of information is necessary for the agency to perform its duties, including whether

the information is useful; (b) the accuracy of the agency's estimate of the burden of the proposed collection of information; (c) ways to enhance the quality, usefulness, and clarity of the information to be collected; and (d) how to minimize the burden on the respondents, including the use of automated collection techniques or other forms of information technology.

Please note that the comments submitted in response to this notice are a matter of public record. Before including your personal mailing address, phone number, email address, or other personally identifiable information in your comment, you should be aware that your entire comment, including your personally identifiable information, may be made publicly available at any time. While you can ask us in your comment to withhold your personally identifiable information from public view, we cannot guarantee that we will be able to do so.

Michael J. Magyar,

Associate Director, National Minerals Information Center, U.S. Geological Survey.

[FR Doc. 2016–10379 Filed 5–3–16; 8:45 am]

BILLING CODE 4338–11–P

DEPARTMENT OF THE INTERIOR**Bureau of Indian Affairs**

[167 A2100DD/AAK001030/
AOA501010.999900]

Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice.

SUMMARY: This notice publishes the current list of 567 Tribal entities recognized and eligible for funding and services from the Bureau of Indian Affairs (BIA) by virtue of their status as Indian Tribes. The list is updated from the notice published on January 29, 2016 (81 FR 5019).

FOR FURTHER INFORMATION CONTACT: Ms. Laurel Iron Cloud, Bureau of Indian Affairs, Division of Tribal Government Services, Mail Stop 4513–MIB, 1849 C Street NW., Washington, DC 20240. Telephone number: (202) 513–7641.

SUPPLEMENTARY INFORMATION: This notice is published pursuant to Section 104 of the Act of November 2, 1994 (Pub. L. 103–454; 108 Stat. 4791, 4792), and in exercise of authority delegated to the Assistant Secretary—Indian Affairs under 25 U.S.C. 2 and 9 and 209 DM 8.

Published below is an updated list of federally acknowledged Indian Tribes in the contiguous 48 states and Alaska, to reflect the addition of an Indian Tribe and various name changes and corrections.

The addition to the list of Indian entities results from the January 28, 2016, Interior Board of Indian Appeals dismissal of a request for reconsideration in docket number 16-003, *In Re Federal Acknowledgment of the Pamunkey Indian Tribe*.

To aid in identifying Tribal name changes and corrections, the Tribe's previously listed or former name is included in parentheses after the correct current Tribal name. We will continue to list the Tribe's former or previously listed name for several years before dropping the former or previously listed name from the list.

The listed Indian entities are acknowledged to have the immunities and privileges available to federally recognized Indian Tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations, and obligations of such Tribes. We have continued the practice of listing the Alaska Native entities separately solely for the purpose of facilitating identification of them and reference to them given the large number of complex Native names.

Dated: April 25, 2016.

Lawrence S. Roberts,
Acting Assistant Secretary—Indian Affairs.

INDIAN TRIBAL ENTITIES WITHIN THE CONTIGUOUS 48 STATES RECOGNIZED AND ELIGIBLE TO RECEIVE SERVICES FROM THE UNITED STATES BUREAU OF INDIAN AFFAIRS

- Absentee-Shawnee Tribe of Indians of Oklahoma
- Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California
- Ak-Chin Indian Community (previously listed as the Ak Chin Indian Community of the Maricopa (Ak Chin) Indian Reservation, Arizona)
- Alabama-Coushatta Tribe of Texas (previously listed as the Alabama-Coushatta Tribes of Texas)
- Alabama-Quassarte Tribal Town
- Alturas Indian Rancheria, California
- Apache Tribe of Oklahoma
- Arapaho Tribe of the Wind River Reservation, Wyoming
- Aroostook Band of Micmacs (previously listed as the Aroostook Band of Micmac Indians)
- Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana
- Augustine Band of Cahuilla Indians, California (previously listed as the Augustine Band of Cahuilla Mission Indians of the Augustine Reservation)
- Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin
- Bay Mills Indian Community, Michigan
- Bear River Band of the Rohnerville Rancheria, California
- Berry Creek Rancheria of Maidu Indians of California
- Big Lagoon Rancheria, California
- Big Pine Paiute Tribe of the Owens Valley (previously listed as the Big Pine Band of Owens Valley Paiute Shoshone Indians of the Big Pine Reservation, California)
- Big Sandy Rancheria of Western Mono Indians of California (previously listed as the Big Sandy Rancheria of Mono Indians of California)
- Big Valley Band of Pomo Indians of the Big Valley Rancheria, California
- Bishop Paiute Tribe (previously listed as the Paiute-Shoshone Indians of the Bishop Community of the Bishop Colony, California)
- Blackfeet Tribe of the Blackfeet Indian Reservation of Montana
- Blue Lake Rancheria, California
- Bridgeport Indian Colony (previously listed as the Bridgeport Paiute Indian Colony of California)
- Buena Vista Rancheria of Me-Wuk Indians of California
- Burns Paiute Tribe (previously listed as the Burns Paiute Tribe of the Burns Paiute Indian Colony of Oregon)
- Cabazon Band of Mission Indians, California
- Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California
- Caddo Nation of Oklahoma
- Cahto Tribe of the Laytonville Rancheria
- Cahuilla Band of Indians (previously listed as the Cahuilla Band of Mission Indians of the Cahuilla Reservation, California)
- California Valley Miwok Tribe, California
- Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California
- Capitan Grande Band of Diegueno Mission Indians of California (Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California; Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation, California)
- Catawba Indian Nation (aka Catawba Tribe of South Carolina)
- Cayuga Nation
- Cedarville Rancheria, California
- Chemehuevi Indian Tribe of the Chemehuevi Reservation, California
- Cher-Ae Heights Indian Community of the Trinidad Rancheria, California
- Cherokee Nation
- Cheyenne and Arapaho Tribes, Oklahoma (previously listed as the Cheyenne-Arapaho Tribes of Oklahoma)
- Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota
- Chicken Ranch Rancheria of Me-Wuk Indians of California
- Chippewa Cree Indians of the Rocky Boy's Reservation, Montana (previously listed as the Chippewa-Cree Indians of the Rocky Boy's Reservation, Montana)
- Chitimacha Tribe of Louisiana
- Citizen Potawatomi Nation, Oklahoma
- Cloverdale Rancheria of Pomo Indians of California
- Cocopah Tribe of Arizona
- Coeur D'Alene Tribe (previously listed as the Coeur D'Alene Tribe of the Coeur D'Alene Reservation, Idaho)
- Cold Springs Rancheria of Mono Indians of California
- Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California
- Comanche Nation, Oklahoma
- Confederated Salish and Kootenai Tribes of the Flathead Reservation
- Confederated Tribes and Bands of the Yakama Nation
- Confederated Tribes of Siletz Indians of Oregon (previously listed as the Confederated Tribes of the Siletz Reservation)
- Confederated Tribes of the Chehalis Reservation
- Confederated Tribes of the Colville Reservation
- Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians
- Confederated Tribes of the Goshute Reservation, Nevada and Utah
- Confederated Tribes of the Grand Ronde Community of Oregon
- Confederated Tribes of the Umatilla Indian Reservation (previously listed as the Confederated Tribes of the Umatilla Reservation, Oregon)
- Confederated Tribes of the Warm Springs Reservation of Oregon
- Coquille Indian Tribe (previously listed as the Coquille Tribe of Oregon)
- Cortina Indian Rancheria (previously listed as the Cortina Indian Rancheria of Wintun Indians of California)
- Coushatta Tribe of Louisiana
- Cow Creek Band of Umpqua Tribe of Indians (previously listed as the Cow Creek Band of Umpqua Indians of Oregon)
- Cowlitz Indian Tribe
- Coyote Valley Band of Pomo Indians of California
- Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota

Attachment #4

26828

Federal Register / Vol. 81, No. 86 / Wednesday, May 4, 2016 / Notices

- Crow Tribe of Montana
 Death Valley Timbi-sha Shoshone Tribe (previously listed as the Death Valley Timbi-Sha Shoshone Band of California)
 Delaware Nation, Oklahoma
 Delaware Tribe of Indians
 Dry Creek Rancheria Band of Pomo Indians, California (previously listed as the Dry Creek Rancheria of Pomo Indians of California)
 Duckwater Shoshone Tribe of the Duckwater Reservation, Nevada
 Eastern Band of Cherokee Indians
 Eastern Shawnee Tribe of Oklahoma
 Eastern Shoshone Tribe of the Wind River Reservation, Wyoming (previously listed as the Shoshone Tribe of the Wind River Reservation, Wyoming)
 Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, California
 Elk Valley Rancheria, California
 Ely Shoshone Tribe of Nevada
 Enterprise Rancheria of Maidu Indians of California
 Ewiiapaayp Band of Kumeyaay Indians, California
 Federated Indians of Graton Rancheria, California
 Flandreau Santee Sioux Tribe of South Dakota
 Forest County Potawatomi Community, Wisconsin
 Fort Belknap Indian Community of the Fort Belknap Reservation of Montana
 Fort Bidwell Indian Community of the Fort Bidwell Reservation of California
 Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, California
 Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Nevada and Oregon
 Fort McDowell Yavapai Nation, Arizona
 Fort Mojave Indian Tribe of Arizona, California & Nevada
 Fort Sill Apache Tribe of Oklahoma
 Gila River Indian Community of the Gila River Indian Reservation, Arizona
 Grand Traverse Band of Ottawa and Chippewa Indians, Michigan
 Greenville Rancheria (previously listed as the Greenville Rancheria of Maidu Indians of California)
 Grindstone Indian Rancheria of Wintun-Wailaki Indians of California
 Guidiville Rancheria of California
 Habematolel Pomo of Upper Lake, California
 Hannahville Indian Community, Michigan
 Havasupai Tribe of the Havasupai Reservation, Arizona
 Ho-Chunk Nation of Wisconsin
 Hoh Indian Tribe (previously listed as the Hoh Indian Tribe of the Hoh Indian Reservation, Washington)
 Hoopa Valley Tribe, California
 Hopi Tribe of Arizona
 Hopland Band of Pomo Indians, California (formerly Hopland Band of Pomo Indians of the Hopland Rancheria, California)
 Houlton Band of Maliseet Indians
 Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona
 Iipay Nation of Santa Ysabel, California (previously listed as the Santa Ysabel Band of Diegueno Mission Indians of the Santa Ysabel Reservation)
 Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation, California
 Ione Band of Miwok Indians of California
 Iowa Tribe of Kansas and Nebraska
 Iowa Tribe of Oklahoma
 Jackson Band of Miwuk Indians (previously listed as the Jackson Rancheria of Me-Wuk Indians of California)
 Jamestown S'Klallam Tribe
 Jamul Indian Village of California
 Jena Band of Choctaw Indians
 Jicarilla Apache Nation, New Mexico
 Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona
 Kalispel Indian Community of the Kalispel Reservation
 Karuk Tribe (previously listed as the Karuk Tribe of California)
 Kashia Band of Pomo Indians of the Stewarts Point Rancheria, California
 Kaw Nation, Oklahoma
 Kewa Pueblo, New Mexico (previously listed as the Pueblo of Santo Domingo)
 Keweenaw Bay Indian Community, Michigan
 Kialegee Tribal Town
 Kickapoo Traditional Tribe of Texas
 Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas
 Kickapoo Tribe of Oklahoma
 Kiowa Indian Tribe of Oklahoma
 Klamath Tribes
 Koi Nation of Northern California (previously listed as the Lower Lake Rancheria, California)
 Kootenai Tribe of Idaho
 La Jolla Band of Luiseno Indians, California (previously listed as the La Jolla Band of Luiseno Mission Indians of the La Jolla Reservation)
 La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California
 Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin
 Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin
 Lac Vieux Desert Band of Lake Superior Chippewa Indians of Michigan
 Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada
 Little River Band of Ottawa Indians, Michigan
 Little Traverse Bay Bands of Odawa Indians, Michigan
 Lone Pine Paiute-Shoshone Tribe (previously listed as the Paiute-Shoshone Indians of the Lone Pine Community of the Lone Pine Reservation, California)
 Los Coyotes Band of Cahuilla and Cupeno Indians, California (previously listed as the Los Coyotes Band of Cahuilla & Cupeno Indians of the Los Coyotes Reservation)
 Lovelock Paiute Tribe of the Lovelock Indian Colony, Nevada
 Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota
 Lower Elwha Tribal Community (previously listed as the Lower Elwha Tribal Community of the Lower Elwha Reservation, Washington)
 Lower Sioux Indian Community in the State of Minnesota
 Lummi Tribe of the Lummi Reservation
 Lytton Rancheria of California
 Makah Indian Tribe of the Makah Indian Reservation
 Manchester Band of Pomo Indians of the Manchester Rancheria, California (previously listed as the Manchester Band of Pomo Indians of the Manchester-Point Arena Rancheria, California)
 Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation, California
 Mashantucket Pequot Indian Tribe (previously listed as the Mashantucket Pequot Tribe of Connecticut)
 Mashpee Wampanoag Tribe (previously listed as the Mashpee Wampanoag Indian Tribal Council, Inc.)
 Match-e-be-nash-she-wish Band of Pottawatomi Indians of Michigan
 Mechoopda Indian Tribe of Chico Rancheria, California
 Menominee Indian Tribe of Wisconsin
 Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation, California
 Mescalero Apache Tribe of the Mescalero Reservation, New Mexico
 Miami Tribe of Oklahoma
 Miccosukee Tribe of Indians
 Middletown Rancheria of Pomo Indians of California
 Minnesota Chippewa Tribe, Minnesota (Six component reservations: Bois Forte Band (Nett Lake); Fond du Lac Band; Grand Portage Band; Leech Lake Band; Mille Lacs Band; White Earth Band)
 Mississippi Band of Choctaw Indians
 Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada

- Mohegan Tribe of Indians of Connecticut (previously listed as Mohegan Indian Tribe of Connecticut)
- Mooretown Rancheria of Maidu Indians of California
- Morongo Band of Mission Indians, California (previously listed as the Morongo Band of Cahuilla Mission Indians of the Morongo Reservation)
- Muckleshoot Indian Tribe (previously listed as the Muckleshoot Indian Tribe of the Muckleshoot Reservation, Washington)
- Narragansett Indian Tribe
- Navajo Nation, Arizona, New Mexico & Utah
- Nez Perce Tribe (previously listed as the Nez Perce Tribe of Idaho)
- Nisqually Indian Tribe (previously listed as the Nisqually Indian Tribe of the Nisqually Reservation, Washington)
- Nooksack Indian Tribe
- Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana
- Northfork Rancheria of Mono Indians of California
- Northwestern Band of the Shoshone Nation (previously listed as Northwestern Band of Shoshoni Nation and the Northwestern Band of Shoshoni Nation of Utah (Washakie))
- Nottawaseppi Huron Band of the Potawatomi, Michigan (previously listed as the Huron Potawatomi, Inc.)
- Oglala Sioux Tribe (previously listed as the Oglala Sioux Tribe of the Pine Ridge Reservation, South Dakota)
- Ohkay Owingeh, New Mexico (previously listed as the Pueblo of San Juan)
- Omaha Tribe of Nebraska
- Oneida Nation (previously listed as the Oneida Tribe of Indians of Wisconsin)
- Oneida Nation of New York
- Onondaga Nation
- Otoe-Missouria Tribe of Indians, Oklahoma
- Ottawa Tribe of Oklahoma
- Paiute Indian Tribe of Utah (Cedar Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes (formerly Paiute Indian Tribe of Utah (Cedar City Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes)))
- Paiute-Shoshone Tribe of the Fallon Reservation and Colony, Nevada
- Pala Band of Mission Indians (previously listed as the Pala Band of Luiseno Mission Indians of the Pala Reservation, California)
- Pamunkey Indian Tribe
- Pascua Yaqui Tribe of Arizona
- Paskenta Band of Nomlaki Indians of California
- Passamaquoddy Tribe
- Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation, California
- Pawnee Nation of Oklahoma
- Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation, California
- Penobscot Nation (previously listed as the Penobscot Tribe of Maine)
- Peoria Tribe of Indians of Oklahoma
- Picayune Rancheria of Chukchansi Indians of California
- Pinoleville Pomo Nation, California (previously listed as the Pinoleville Rancheria of Pomo Indians of California)
- Pit River Tribe, California (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek and Roaring Creek Rancherias)
- Poarch Band of Creeks (previously listed as the Poarch Band of Creek Indians of Alabama)
- Pokagon Band of Potawatomi Indians, Michigan and Indiana
- Ponca Tribe of Indians of Oklahoma
- Ponca Tribe of Nebraska
- Port Gamble S'Klallam Tribe (previously listed as the Port Gamble Band of S'Klallam Indians)
- Potter Valley Tribe, California
- Prairie Band Potawatomi Nation (previously listed as the Prairie Band of Potawatomi Nation, Kansas)
- Prairie Island Indian Community in the State of Minnesota
- Pueblo of Acoma, New Mexico
- Pueblo of Cochiti, New Mexico
- Pueblo of Isleta, New Mexico
- Pueblo of Jemez, New Mexico
- Pueblo of Laguna, New Mexico
- Pueblo of Nambe, New Mexico
- Pueblo of Picuris, New Mexico
- Pueblo of Pojoaque, New Mexico
- Pueblo of San Felipe, New Mexico
- Pueblo of San Ildefonso, New Mexico
- Pueblo of Sandia, New Mexico
- Pueblo of Santa Ana, New Mexico
- Pueblo of Santa Clara, New Mexico
- Pueblo of Taos, New Mexico
- Pueblo of Tesuque, New Mexico
- Pueblo of Zia, New Mexico
- Puyallup Tribe of the Puyallup Reservation
- Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada
- Quartz Valley Indian Community of the Quartz Valley Reservation of California
- Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona
- Quileute Tribe of the Quileute Reservation
- Quinault Indian Nation (previously listed as the Quinault Tribe of the Quinault Reservation, Washington)
- Ramona Band of Cahuilla, California (previously listed as the Ramona Band or Village of Cahuilla Mission Indians of California)
- Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin
- Red Lake Band of Chippewa Indians, Minnesota
- Redding Rancheria, California
- Redwood Valley or Little River Band of Pomo Indians of the Redwood Valley Rancheria California (previously listed as the Redwood Valley Rancheria of Pomo Indians of California)
- Reno-Sparks Indian Colony, Nevada
- Resighini Rancheria, California
- Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California
- Robinson Rancheria (previously listed as the Robinson Rancheria Band of Pomo Indians, California and the Robinson Rancheria of Pomo Indians of California)
- Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota
- Round Valley Indian Tribes, Round Valley Reservation, California (previously listed as the Round Valley Indian Tribes of the Round Valley Reservation, California)
- Sac & Fox Nation of Missouri in Kansas and Nebraska
- Sac & Fox Nation, Oklahoma
- Sac & Fox Tribe of the Mississippi in Iowa
- Saginaw Chippewa Indian Tribe of Michigan
- Saint Regis Mohawk Tribe (previously listed as the St. Regis Band of Mohawk Indians of New York)
- Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona
- Samish Indian Nation (previously listed as the Samish Indian Tribe, Washington)
- San Carlos Apache Tribe of the San Carlos Reservation, Arizona
- San Juan Southern Paiute Tribe of Arizona
- San Manuel Band of Mission Indians, California (previously listed as the San Manuel Band of Serrano Mission Indians of the San Manuel Reservation)
- San Pasqual Band of Diegueno Mission Indians of California
- Santa Rosa Band of Cahuilla Indians, California (previously listed as the Santa Rosa Band of Cahuilla Mission Indians of the Santa Rosa Reservation)
- Santa Rosa Indian Community of the Santa Rosa Rancheria, California
- Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California
- Santee Sioux Nation, Nebraska
- Sauk-Suiattle Indian Tribe
- Sault Ste. Marie Tribe of Chippewa Indians, Michigan

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 25 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Request to post for One (1) vacancy on the Oneida Police Commission due to a resignation and finish the term until 10/8/19.

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: Kathleen M. Metoxen, Executive Tribal Clerk
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

ONEIDA TRIBE OF INDIANS OF WISCONSIN
Oneida Police Commission

P.O. Box 365



Oneida, WI 54155

MEMO TO: Oneida Business Committee

FROM: Beverly Anderson, Secretary

SUBJ: Police Commission Vacancy

DATE: 20 May 2016

At a duly called meeting on May 11, 2016 Beverly Anderson motioned to accept the resignation of Carol Silva and to post for the vacant position. Seconded by Lois Strong. Motion carried unanimously.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 5 / 25 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Contract requires BC approval due to Limited Waiver of Sovereign Immunity

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Debra Danforth, School Board Chair
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Sharon Mousseau, School Superintendent
Name, Title / Dept.

Additional Requestor: Submitted by: Linda Jenkins, Business Manager/Oneida Nation School System
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Discovery Education Contract requires BC approval due to Limited Waiver of Sovereign Immunity. Discovery Education contract is for video licensing. Must have licensing to show any videos in the school to prevent copyright infringements/pirating.

Special request to move up on the agenda due to 8th grade graduation at 1:00 pm on May 25, 2016

1) Save a copy of this form for your records.

2) Print this form as a *.pdf OR print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Debbie Reiter-Mehojah
School Administration

Use this number on future correspondence:

2016-0483

FROM: Patricia M. Stevens Garvey, Staff Attorney *PMG*

DATE: May 9, 2016

RE: Discovery Education

Purchasing Department Use

_____ **Contract Approved**

_____ **Contract Not Approved**

(see attached explanation)

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ *Please note that all contracts should now be in the name of "Oneida Nation." You should soon be able to download from the Intranet updated contract forms by navigating to Finance>Purchasing> Contract Documents.*
- ✓ *The document is in appropriate legal form. (Execution is a management decision.)*
- ✓ *Requires Business Committee approval prior to execution, pursuant to ¶ XIV – Terms of Use. Waiver of Sovereign Immunity "User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Maryland. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum."*

Discovery Education Subscription Services: TERMS OF USE

PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING AND USING THIS WEBSITE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE, DO NOT USE THIS WEBSITE.

I. Grant of Rights.

Pursuant to a subscriber agreement, purchase agreement, or other similar agreement (herein, the "Agreement") between Discovery Education, Inc. (or one of its related entities) ("Discovery Education"), or its authorized distributor, and the subscribing/purchasing entity (herein, "Subscriber"), for a subscription, license (or the equivalent) to a Discovery Education Subscription Service, including but not limited to, the services currently known as, Discovery Education Streaming, Discovery Education Streaming Plus, Discovery Education Health, Discovery Education Science, Discovery Education Techbook, (and other such services as Discovery Education may introduce from time to time), Discovery Education has granted to Subscriber, and the authorized educators, administrators and students under the Agreement (or, as otherwise defined in the Agreement, the "Users"), for the term of the applicable Agreement, a limited, non-exclusive, terminable, non-transferable license to access a Discovery Education Subscription Service (the "Website") and any and all content included therein (the "Content"), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Agreement and these Terms of Use, such grant of rights subject to Discovery Education's rights thereto.

Discovery Education may, in its sole discretion, make changes to the Website and/or the Content, including but not limited to adding and/or removing video titles or other Content, adding closed-captioning, and implementing new encoding rates.

All rights not expressly granted to Subscriber and its Users pursuant to the Agreement are reserved to Discovery Education, and all uses of the Content by Subscriber and its Users not expressly permitted hereunder are prohibited.

II. Permitted and Prohibited Uses.

a. Use for Educational, Non-Commercial Purposes Only. Subscriber and its Users may use the Website and the Content for bona fide educational and research purposes only, and may not use them in any commercial or for-profit manner.

Discovery Education reserves the right, in its sole and absolute discretion, to limit Subscriber's and/or any Users' use of the Website in the event that Discovery Education, in its sole and absolute discretion, deems Subscriber's and/or such Users' use thereof to be inconsistent with educational and research purposes, and/or inconsistent with these Terms of Use.

b. Downloading of Content. Users may download, for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. Copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution "libraries", or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party outside of the Community (as defined in the Agreement).

c. Editing Content. Users may edit videos and video clips designated on the Website as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party's proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content

from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section II(c) may constitute copyright infringement.

User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded all editable videos and video clips without modification, obstruction or deletion.

The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and teachers' guides ("Ancillary Materials"). User may modify, alter and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery Education or its content provider shall continue to own the Ancillary Materials: "Revised with the permission of Discovery Education. Discovery Education and its content providers are not responsible for the content or accuracy of the revision".

d. Dissemination of Content. In the course of using any Content as permitted hereunder, Subscriber and its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscribers and/or its Users. If Subscriber wishes to use a third party to host the Content, Subscriber shall notify Discovery Education, and Discovery Education shall have the right to approve the use of such host in advance, in writing, and to approve the terms of agreement between such host and Subscriber. Notwithstanding the foregoing, if Subscriber chooses to use a third party host, Discovery Education disclaims all liability to Subscriber in connection with such third party host, and Discovery Education shall have no responsibility to Subscriber to ensure that such third party host maintains its service. In addition, any Subscriber or User using the Local Host support option must use the Website, rather than a local directory, to search for and access the Content.

e. Prohibited Uses. Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Website, the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Website or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Website's or the Content's control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Website, the Content or Discovery Education or its content providers, or in any manner that Discovery Education may, in its sole discretion, deem inappropriate.

Subscriber and the Users acknowledge and agree that the Website and the Content possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Discovery Education for which Discovery Education would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Discovery Education, Discovery Education shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

III. Ownership.

As between Subscriber, the Users, and Discovery Education, the Website and the Content are the property of Discovery Education, and are protected by United States and international copyright and trademark law. By using the Website and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Website or the Content.

IV. Security and Use of Passwords.

Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Website and the Content (the "Log-In Information"). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Website and/or the Content by unauthorized persons using a User's Log-In Information. Unauthorized

access to or use of the Website and/or the Content by someone using a User's Log-In information may be attributed to such User.

V. Citations.

User must include citation information, including Discovery Education or the applicable content provider (if identified) as the source, for all portions of the Content used in any end product.

VI. User Contributions.

Users may have the opportunity, at Discovery Education's discretion, to contribute User-created content, materials, and/or information to certain areas of the Website. Users who choose to contribute such content, materials, and/or information, or any other content, materials, and/or information, agree to the terms set forth in the User Generated Content Policy.

VII. Communications from Discovery Education.

Discovery Education may periodically contact Users for customer service purposes. By accessing the Website and the Content, Users consent to receive such communications. Subscriber shall promptly provide Discovery Education with any and all information regarding its Users and/or use of the Website and the Content by its Users that Discovery Education reasonably requests. Subscriber agrees that Discovery Education may reference its business relationship with Subscriber in its marketing, press releases or sales materials.

VIII. Changes to Terms of Use.

Discovery Education reserves the right to change these Terms of Use from time to time. Such changes will become effective when Discovery Education posts the revised Terms of Use on the Website. Users should check the Terms of Use from time to time, as they are bound by the Terms of Use posted on the Website at the time of access. Any revised Terms of Use shall supersede all previous versions.

IX. Termination of the Agreement; Effect of Termination or Expiration

In the event that Subscriber breaches any term of the Agreement, or Subscriber and/or any of its Users breach these Terms of Use, and such breach is not cured within 10 days after receipt of notice thereof from Discovery Education, Discovery Education may terminate the Agreement in whole or in part immediately upon written notice to Subscriber. Notwithstanding the foregoing, there shall be no cure period for any Event of Default that is not curable.

Upon expiration or prior termination of the Agreement, all rights granted herein shall revert to Discovery Education; all access to and use of the Website and the Content by Users must cease; all materials downloaded from the Website must be erased, deleted, or destroyed.

X. No Warranties, Limitation of Liability.

THE WEBSITE AND THE CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THESE TERMS OF USE, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY EDUCATION DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE WEBSITE OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY EDUCATION OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY EDUCATION'S OBLIGATIONS HEREUNDER, AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. IN NO EVENT SHALL DISCOVERY EDUCATION BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

XI. Release.

To the extent permitted by law, Subscriber and its Users release and waive all claims against Discovery

Education, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs and expenses arising out of User's use of the Website and the Content. California residents waive any rights they may have under Sec.1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Subscriber and its Users agree to release unknown claims and waive all available rights under California Civil Code Sec. 1542 or under any other statute or common law principle of similar effect.

XII. Representations/Indemnity.

Subscriber represents and warrants that (i) it has full power and authority to enter into the Agreement, and to agree to all the terms and conditions contained therein and in these Terms of Use, and has received all parental and other permissions required to permit Discovery Education to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Website and the Content; (iii) Subscriber and its Users will at all times use the Website and the Content only as expressly permitted by the Agreement and these Terms of Use; (iv) in the event that Subscriber requests that Discovery Education customize the Website interface with Subscriber's trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Subscriber's content on the Content and/or the Website, Subscriber has the right to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the "Subscriber IP"), and (v) the Subscriber IP, any content, materials, and/or information contributed by Users, and any revisions to the Content by Users does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

To the extent permitted by law, Subscriber and its Users shall defend, indemnify and hold Discovery Education, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all claims, damages, liabilities, costs and expenses arising out of any violation by Subscriber and/or its Users of these Terms of Use, any downloading of the Content, any modification or edit made to any portion of the Content, and the use of any portion of the Content with products or services not supplied by Discovery Education.

All representations, warranties, and indemnities shall survive the expiration or prior termination of the Agreement.

XIII. Reporting Infringement.

By accessing and/or using the Website and the Content, Users agree to report to Discovery Education all claims or suspected claims of copyright or other infringement of Discovery Education's intellectual property or other proprietary rights. Claims of infringement should be directed to Legal Department, Discovery Education, One Discovery Place, Silver Spring, Maryland 20910.

If you believe that any information on the Website infringes on your copyright, you should notify Discovery Education of your claim in accordance with the following procedures. Discovery Education will process notices of alleged infringement in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable copyright laws. The DMCA requires that notification of claimed infringement be in writing and provided to Discovery Education's designated agent of service:

Pursuant to Title 17, United States Code, Section 512(c) (2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent.

Service Provider: AT&T

Name of Agent Designated to Receive Notification of Claimed Infringement: Aaron Holbert
Full Address of Designated Agent to Which Notification Should Be Sent: Aaron Holbert, Legal Affairs, Discovery Communications, LLC, One Discovery Place, Silver Spring, MD 20910.
Telephone Number of Designated Agent: 240.662.0000

Facsimile Number of Designated Agent: 240.662.1903
 E-Mail Address of Designated Agent: DMCA@Discovery.com

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. We may give notice to our Users by means of a general notice on any of our Websites, electronic mail to a User's e-mail address in our records, or written communication sent by first-class mail to a User's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below.

To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

XIV. Miscellaneous.

Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof. This Agreement shall be construed and enforced under the laws of the State of Maryland, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Maryland. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof.

By using the Discovery Education Websites, you agree to abide by the terms of these Terms of Use. We hope you enjoy using the Discovery Education Websites, and we welcome suggestions for improvements.

Last updated September 9, 2014



**Subscriber Agreement ("Agreement")
made 05/02/2016 between Discovery Education, Inc. ("Discovery") and
ONEIDA NATION SCHOOL DISTRICT, WI ("Subscriber")**

1. Subject to the terms and conditions of this agreement, Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Streaming via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education Streaming as set forth in the Terms of Use located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm, as Discovery may revise such Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").
2. The "Term" shall be 08/29/2016 through and including 08/28/2017.
3. The pricing for this license (the "Fees") shall be as follows:

Discovery Education Streaming PLUS

Quantity	Description	Price/Year	Total
1	Discovery Education Streaming Plus HS License – LE*	\$1,550.00	\$1,550.00
1	Discovery Education Streaming Plus K-8 License	\$2,600.00	\$2,600.00
	Total		\$4,150.00

*LE means enrollment of less than 200 students

4. The Fees are non-cancellable and are due and payable to Discovery within 30 days of receipt of invoice.
5. Subscriber may add schools in the district to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a "School Notice," and which may be submitted in the form of a purchase order). Upon receipt of a School Notice, the schools referenced therein shall be added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date.
6. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
7. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information, Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights and Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, and (ii) Discovery's standard terms of use and privacy policy.



- 8. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
- 9. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.
- 10. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

ONEIDA NATION SCHOOL DISTRICT

DISCOVERY EDUCATION, INC.

By: _____
(Signature Required)

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

Billing Entity: _____

Billing Entity Address: _____

Billing Entity Phone Number: _____

Ref. No. O6UJ9C0028NF



**EXHIBIT A
LICENSED SCHOOLS**

DISCOVERY EDUCATION SCHOOL INFORMATION REQUIRED				
SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	PLUS
ONEIDA NATION ELEMENTARY SCHOOL	N 7125 SEMINARY RD, ONEIDA, WI 54155	K - 08	325	X
ONEIDA NATION HIGH SCHOOL	N7210 SEMINARY RD, ONEIDA, WI 54155	09 - 12	88	X

Please add additional pages as necessary

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

CONSULTANT/CONTRACTOR
CONFLICT OF INTEREST
DISCLOSURE FORM

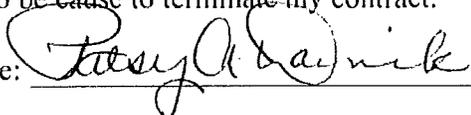
I, Pat Darnick, on behalf of CESA 7
the "Contractor"), declare this to be a full and complete disclosure of all conflicts of interest with
the Oneida Tribe of Indians of Wisconsin (The AOneida Tribe@). Conflict of interest means any
interest, whether it be personal, financial, political, or otherwise, that conflicts with any right of
the Oneida Tribe to property, information, or any other right to own and operate its enterprises,
free from undisclosed competition or other violation of such rights of the Oneida Tribe. Therefore,
I affirm to the best of my knowledge the following:

1. The Contractor is not an employee of the Oneida Tribe. *(Must include job description if employee of the Oneida Tribe.*
2. The Contractor is neither presently involved in, nor is it contemplating any legal actions against the Oneida Tribe.
3. The Contractor is not presently involved in any activity or has any outside interests that conflict or suggest a potential conflict with the Oneida Tribe.
4. The Contractor is neither involved in nor does it own any business investments which are related to or connected with the Oneida Tribe, its programs, departments, or enterprises
5. Neither the Contractor, nor any of its representatives, holds any positions as director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Tribe. No representative of the contractor sits on any board, commission, or committee of the Oneida Tribe. No officer or director of the Company has any conflict as defined above
6. The Contractor is neither applying for, nor receiving, any special services, grants, loans or other programs provided by the Oneida Tribe, and has no pending contracts with the Oneida Tribe, except as herein disclosed and listed below:

n/a

(Attach additional pages, if necessary)

During the term of the contract or any extension thereof, I will promptly report any situation which may involve, suggest or appear to suggest any conflict that I may have with the Oneida Tribe. If a conflict arises, I am informed and understand that the Oneida Tribe may in its sole discretion, terminate the contract without obligation to me. Further, failure to report any conflict shall also be cause to terminate my contract.

Signature:  Date: 5-5-16

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 5 / 25 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Request for Approval/Signature of IHS MOA Contract No.2016-0450

Agenda Header: New Business

Accept as Information only

Action - please describe:

Request for OBC approval of the attached MOA for Indian Health Service Project BE-16-J78, Beechtree Lane Water and Sewer Extension.

Oneida Chairwoman's signature or designated OBC person.

3. Supporting Materials

Report Resolution Contract

Other:

1. Law Office Contract 2016-0405

3. Project Summary for BE-16-J78

2. MOA for BE-16-J78

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Jacque Boyle, Interim Assistant Development Div. Dir. - Operations Branch

Primary Requestor/Submitter: Katherine Jordan, CWS Office Admim
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Dennis Johnson, Manager of CWS
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Development Division
N7332 Water Circle Place
P. O. Box 365
Oneida, WI 54155
Phone (920) 869-4578 Office



MEMO

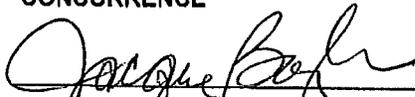
To: Christina Danforth, Chairwoman of Oneida Tribe of Indians of Wisconsin,
Oneida Business Committee Members
From: Katherine Jordan, Office Coordinator – Community Well & Septic Department
Date: May 3, 2016
Re: Request for Signatures - Project BE-16-J78

The purpose of the attached Memorandum of Agreement (MOA) is for Project BE-16-J78, Beechtree Lane Water and Sewer Extension. The MOA is the legal document that outlines the responsibilities of the Oneida Tribe and IHS under this project. The Oneida Tribe will be acting through Dennis Johnson, Project Manager of the Oneida Community Well & Septic Department. The funding for this project is \$275,000. 100% funding will come from the Indian Health Service.

We respectfully request the Oneida Business Committee to approve the MOA between the Oneida Tribe and Indian Health Service. The Chairwoman of the Oneida Tribe of Indians of Wisconsin will sign the MOA on behalf of the Oneida Tribe.

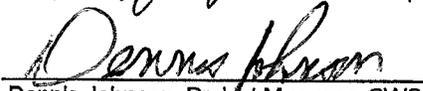
If you should have any questions or concerns please contact me at 896-4578. Thank you.

CONCURRENCE



Jacquie Boyle, Interim Assistant Development Div. Dir. -Operations Branch

5-3-16
Date



Dennis Johnson, Project Manager, CWS

5-3-2016
Date

Attached: (2) Orig copies J78 MOA/BE-16-J78
J78 Project Summary

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Katherine Jordan
U.S. Indian Health Service-Bemidji Area

Use this number on future correspondence:

2016-0450

FROM: Michelle L. Mays, Staff Attorney *MLM*

DATE: May 6, 2016

RE: U.S. Indian Health Service-Bemidji Area-MOA
Beechtree Lane Water and Sewer Extension

Purchasing Department Use

_____ **Contract Approved**

_____ **Contract Not Approved**

(see attached explanation)

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution, pursuant to ¶ 3.11.1 which requires the Tribe to submit to dispute resolution that allows the HIS Director to exercise final authority.
- ✓ Requires signature of the Chairwoman.

From: [Central Purchasing Contracts](#)
To: [Katherine A. Jordan](#)
Subject: FW: U.S. Indian Health Service-Bemidji Area; Our File No. 2016-0450
Date: Thursday, May 12, 2016 10:48:41 AM
Attachments: [2016-0450 final approval-129867.PDF](#)

Central Purchasing Approval Date: 05/12/2016 *******PLEASE NOTE BUSINESS COMMITTEE APPROVAL PRIOR TO EXECUTION*******

Reminder Note:

Currently all backup information for your purchases is unavailable for viewing by approvers and other parties that need this information. The hard copy documents will be saved to a common directory before they are moved into OnBase. This will provide everyone access to these materials. The following are examples of items that are appropriate to save in the common directory: registration form, flyer, catalog, contract, bids and quotes, etc. Please include Legal Review cover page.

- o Scan the documents and save them as a pdf. Save the document in the requisitions folder using the Requisition number as the naming convention.
- o OnBase documents can be retrieved directly through logging into OnBase or through Application Enabler (double click on purchase order display screen). These instructions were previously communicated.
- o The contract signature process must occur after the purchase order has been approved and sent by the Purchasing Department.

Patrick

From: Oneida Law
Sent: Monday, May 09, 2016 9:17 AM
To: Central_Purchasing_Contracts
Subject: U.S. Indian Health Service-Bemidji Area; Our File No. 2016-0450

PROJECT BE-16-J78

MEMORANDUM OF AGREEMENT
BETWEEN THE INDIAN HEALTH SERVICE
AND THE
ONEIDA TRIBE OF INDIANS OF WISCONSIN

BEECHTREE LANE WATER AND SEWER EXTENSION
ON THE ONEIDA RESERVATION
BROWN AND OUTAGAMIE COUNTIES, WISCONSIN

Public Law 86-121



IN WITNESS WHEREOF, the parties have hereto subscribed their names.

FOR THE ONEIDA TRIBE OF INDIANS OF WISCONSIN

Chairperson of the Oneida Business Committee, having been duly
authorized to enter into this agreement on behalf of the Oneida
Tribe of Indians of Wisconsin

Date

FOR THE INDIAN HEALTH SERVICE

Area Director, Bemidji Area Office, Indian Health Service,
Department of Health and Human Services

Date

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1.0 PREAMBLE

This agreement is made between the Indian Health Service, hereinafter called IHS, acting through the Director, Bemidji Area IHS, Department of Health and Human Services, acting on behalf of the United States of America, under and pursuant to the provisions of Public Law 86-121 (42 U.S.C. 2004a; 73 Stat. 267); and the Oneida Tribe of Indians of Wisconsin, hereinafter called the Tribe, acting through the Chairperson of the Oneida Business Committee.

WHEREAS, the Tribe is desirous of obtaining satisfactory water supply and wastewater disposal facilities for proposed new homes in the Beechtree Ln subdivision on the Oneida Reservation, and

WHEREAS, the Tribe, acting through the Manager, Oneida Well and Septic Department, submitted a Project Proposal Letter dated March 8, 2016, requesting IHS assistance under Public Law 86-121 to construct water supply and wastewater disposal facilities to serve approximately 8 Other Category homes on the Oneida Indian Reservation; and

WHEREAS, the IHS is desirous of assisting in the construction of water supply and wastewater disposal facilities for Other Category homes to protect the health of the Tribal members and to safeguard the environment of the Oneida Reservation; and

WHEREAS, the Tribe has reviewed and concurs with the provisions of the attached Project Summary.

NOW THEREFORE, in order to carry out the project as set forth in the attached Project Summary entitled "Beechtree Lane Water and Sewer Extension", dated March, 2016, the parties mutually agree that:

2.0 FINANCIAL OBLIGATIONS

2.1 PROJECT FUNDING SUMMARY

2.1.1 Funding Contributions

IHS	\$ 275,000.00
Total Project Funding	\$ 275,000.00

2.1.2 Funding Allocation

Construction Amount	\$ 217,200.00
IHS Construction Support	\$ 35,800.00
Contingencies	\$22,000.00
Total Project Funding	\$ 275,000.00

- 2.1.3 IHS shall provide funding for all materials, supplies, equipment, and labor for the installation of water supply and wastewater disposal facilities as provided for in the attached Project Summary, and not otherwise provided for in this agreement. The total contribution amounts identified in Section 2.1.1 shall not be exceeded without a fully executed amendment to this agreement.
- 2.1.4 IHS shall utilize project funds as indicated in Section 0 for IHS construction support expenses. IHS appropriated funds & contributed funds used for project construction support expenses shall include IHS expenditures for technician and clerical salaries, GSA vehicles, finance office support and miscellaneous project related expenses. Contributed funds may also be used for engineering salaries and/or services.
- 2.1.5 The Tribe shall provide the required sanitation facilities and services for its direct benefit using its own tribal procurement system and its own tribal employees.. IHS shall provide technical assistance and contribute funds to the Tribe for the approved cost of the sanitation facilities and services in accordance with the provisions of this agreement.
- 2.1.6 IHS shall release contributions to the Tribe as provided for in this Agreement upon:
- a. Execution of this agreement by all parties; and
 - b. Receipt of written request from the Tribe for the required funds; and
 - c. Certification from the IHS Project Engineer that the amount of funds requested is required to make timely payments in accordance with the project budget for the supplies, materials, equipment, and services being obtained under the provisions of this agreement; and
 - d. Approval by the Bemidji Area Office.

3.0 AGREEMENT PROVISIONS

3.1 TRIBAL LANDS

- 3.1.1 The Tribe hereby grants permission for the IHS and its representatives to enter upon or across the lands under the jurisdiction of the Tribe for the purpose of carrying out the project outlined in the attached Project Summary and provided for in this agreement and further agrees to waive all claims which may arise by reasons of such entry, except those which may be recognized under the Federal Tort Claims Act.
- 3.1.2 The Tribe will obtain without charge to the IHS all easements and/or rights-of-way on or over lands as in the judgment of the IHS may be necessary for the provision and operation of any sanitation facilities provided for herein and waives any claim for compensation and damages therefore.
- 3.1.3 The Tribe will obtain without charge to the IHS all land necessary for the construction of the facilities provided in the Project Summary. All interests in such lands, easements, and rights-of-way shall remain with the Tribe, except as otherwise provided for in this Agreement.

3.2 HISTORIC PRESERVATION AND ENVIRONMENTAL REVIEW

- 3.2.1 That the Tribe will provide assistance in complying with the regulations (36 CFR 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) by informing IHS of any traditional cultural properties which might be affected by construction of the project. The Tribe shall take appropriate steps to identify traditional cultural properties which could be affected by the project, including contacting traditional cultural leaders or other tribal members who may have knowledge about such locations, sites, or objects.
- 3.2.2 That the IHS shall consult with the Tribe regarding excavations that may result in inadvertent discovery of human remains in accordance with the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001) and the implementing regulations at 43 CFR Part 10. This Agreement shall serve as official notice to the Tribe that the proposed sanitation facilities construction may result in inadvertent discoveries, and that any such discoveries shall be subject to the above regulations, including consultation between the IHS and the Tribally designated cultural resources representative and disposition of human remains or related cultural items. If the Tribe is administering construction of the sanitation facilities, through a Tribal contract or force account, it shall assume full responsibility for compliance with 43 CFR Part 10. [Note: The IHS remains responsible for complying with the regulations implementing Section 106 of the National Historic Preservation Act regarding post-review discoveries at 36 CFR 800.13]
- 3.2.3 IHS is required to perform an Environmental Review on all projects or ensure compliance with the National Environmental Policy Act and other environmental laws and regulations. It is unknown what level of effort will be required to complete the Environmental Review due to the very nature of the review process. Therefore, IHS will be only responsible for costs as outlined in Section 0. Additional costs will be handled through either negotiated cost sharing, reduction of project scope, changed project scope, or cancellation of the project.
- 3.2.4 The project, or any portion thereof, may be deemed unfeasible if its implementation would violate the National Environmental Policy Act or other environmental laws and regulations.

3.3 HOMES SERVED

- 3.3.1 The Tribe shall provide a prioritized list of eligible homes to be served under this project. Changes or deletions of homes may be made by the Tribe at any time prior to actual construction providing such changes are made in writing by the authorized Tribe representative. The actual homes served will be determined by the Tribe from the list of homes provided.
- 3.3.2 The Tribe shall provide for, at no cost to the IHS, water and sewer lines to be extended to a point five feet outside homes approved for service;

power and adequate electrical facilities, including proper electrical service entrance, to be available at each home; and homes to be adequately winterized, including blocking and skirting for mobile homes, to protect facilities from freezing.

- 3.3.3 IHS shall make the final determination of eligibility taking into account the recommendations of the Tribe. The IHS reserves the right to delete from the project any home or participant for which eligibility requirements have not been met, and to withdraw from the project any or all funds intended to serve those homes.
- 3.3.4 The Tribe will insure all lot corners staked out in the field at those sites requested by the IHS before soils evaluations are performed by the IHS.
- 3.3.5 The Tribe, at no additional cost to IHS, will assure that all sites will be adequately cleaned of timber and other obstructions to allow for installation of sanitation facilities.
- 3.3.6 The Tribe will assure the provision of adequate frost protection for sanitation facilities installed at each home.
- 3.3.7 It is agreed by all parties that where a site evaluation indicates that a site will not properly support the operation of sanitation facilities, or the cost of the sanitation facilities will exceed the current IHS unit site cost cap, that particular site will not receive sanitation facilities under this project with one exception. Sites expected to exceed the cost cap may receive sanitation facilities under this project if the Tribe and/or homeowner agrees to pay those costs in excess of the IHS cost cap.
- 3.3.8 All parties understand that where a home is located within the geographical jurisdiction of a utility maintenance organization, the rules and regulations of that organization will apply.

3.4 TRIBAL CONTRIBUTIONS

- 3.4.1 The Tribe will appoint a representative who will perform the following functions:
 - a. Coordinate the conduct of the Tribe's participation under this agreement including, active promotion of project participants at meetings and obtaining consent of the project participants; and
 - b. Obtaining Tribal cooperation in fulfillment of labor responsibilities assumed by the Tribe under this agreement; and
 - c. Provide the IHS with information available to the Tribe that relates directly to this project, to the extent possible; and
 - d. Attend the final inspection in coordination with the IHS project engineer.

3.5 INDIAN HEALTH SERVICE CONTRIBUTIONS

- 3.5.1 The IHS project engineer shall coordinate IHS participation in the project.

- 3.5.2 IHS will provide to the Tribe, as needed to meet the government's requirements, approval or disapproval of materials, quality control, testing, consultations, site visits, and final acceptance necessary for construction of the sanitation facilities in accordance with the attached Project Summary.
- 3.5.3 IHS will provide without charge to the Tribe:
- a. Coordination in obtaining the necessary reviews under the National Environmental Policy Act (NEPA) and applicable laws, regulations, and executive orders. Reviews shall be completed in accordance with IHS environmental review policies and procedures; and
 - b. Instructions as to the proper utilization, maintenance, operation and protection of the facilities provided for herein; and
- 3.5.4 IHS shall provide construction support to the Tribe, including but not limited to the following:
- a. Engineering design and development of the plans and specifications of the recommended facilities.
 - b. Assistance to the Tribe in the solicitation of bids and review of the bids received.
 - c. Construction surveying and layout.
 - d. Review and approval of shop drawings, payment requests and change orders.
 - e. Intermittent site visits during installation of sanitation facilities for the purpose of verifying compliance with the contract plans, specifications, and minimum IHS standards
 - f. Coordination with the designated Tribe representative for the joint final inspection as provided for in this agreement.
 - g. IHS shall certify and recommend for payment all applicable construction contract payment requests and provide copies to the Tribe.

3.6 TRANSFER OF FACILITIES

- 3.6.1 All parties understand that the facilities constructed (including equipment, land, and supplies purchased) under this agreement with IHS or contributed funds are at no time the property of the IHS, but rather belong to the Tribe, which shall operate and maintain such facilities properly, until or unless transferred to other parties.
- 3.6.2 Because IHS does not at any time own the facilities constructed, no formal transfer agreement is necessary. In lieu of a transfer agreement, the IHS will notify the Tribe when IHS participation in the project is complete.
- 3.6.3 The Tribe shall transfer on site water and wastewater facilities to individual homeowners. Upon completion of the construction the homeowners are responsible for operation and maintenance of the

facilities. Facilities constructed under this agreement at all times belong to the Tribe until transferred to individual homeowners or other parties.

- 3.6.4 It is the understanding of the parties to the Agreement that participants whose homes will be connected to the Tribe's facilities will be the responsible entity for the payment of the monthly service charge, unless funds are identified for operation and maintenance from another source, and that these participants must adhere to the rules and regulations adopted by the Tribe or governing utility organization.

3.7 OPERATION AND MAINTENANCE FEES AND ORDINANCES

- 3.7.1 The Tribe will establish connection fees and user rates and collect such charges from individuals served by the system as are necessary to sustain the operation, maintenance, and repair of the Tribe water supply and sewerage systems. Alternatively, the Tribe may provide this revenue from another dedicated revenue source.
- 3.7.2 The Tribe agrees to enact and enforce appropriate ordinances or regulations governing: (1) Connection to the Tribe water supply and sewage system by the residents of the reservation; (2) The methods and materials to be used in making connections to the Tribe water supply and sewage system in a safe and sanitary manner; and, (3) the continued operation, maintenance, and repair of individual water supply and waste disposal facilities in a safe and sanitary condition by the persons served thereby.

3.8 PROJECT SCHEDULE

- 3.8.1 In the interest of coordination, understanding, and economy, before construction of the project begins, the IHS Project Engineer in consultation with the Tribe shall prepare a schedule for the conduct of the project. The schedule may be modified or amended by the Project Engineer when necessary to carry out the project.
- 3.8.2 It is important that the installation of the water supply and waste disposal facilities provided for herein be completed as soon as practicable in accordance with the schedule of the Project Engineer.
- 3.8.3 That in the event actual construction of this project can not be initiated, for any reason by March 15, 2017, the IHS reserves the right to cancel the project and use the funds earmarked therefore for other projects which lack impediments to prompt construction. If the condition, which impeded construction, is resolved following cancellation, the Bemidji Area Office, will give high priority to funding the project from appropriated sanitation facilities funds available at that time or from future appropriations for sanitation facilities.

3.9 PROJECT CLOSEOUT AND REIMBURSEMENT

- 3.9.1 The IHS will close out the project when it determines that all applicable administrative actions and all required project work have been completed. The Tribe shall return all unexpended funds contributed by IHS within 45 days after the project construction phase. The Tribe shall submit a closeout financial report within 90 days following completion of construction and return of all unused funds.
- 3.9.2 Except as otherwise provided, project records shall be maintained for three years from the project completion date. These records include all financial records, supporting documents, procurement documents, titles, equipment records, including but not limited to: time sheets, cancelled checks, invoices, and purchase orders and shall be available upon request by the IHS, Inspectors General, or other designated representatives. The Tribe shall be subject to audit in accordance with the requirements of the single audit act.
- 3.9.3 All records shall be retained until completion of any litigation, claim, negotiation, audit, or other action initiated prior to the end of the 3 year period until resolution of the issues which arise from it.

3.10 WARRANTIES

- 3.10.1 The Tribe will obtain one-year warranties from contractors, suppliers, and manufacturers on equipment, work, and supplies provided by them. This year will commence from the date of acceptance of the work involved. IHS will assist the Tribe or responsible operation and maintenance organization in obtaining benefits and protection of all warranties on equipment or work provided under this Agreement.

3.11 DISPUTE RESOLUTION

- 3.11.1 The parties to this Agreement agree to resolve all disputes regarding the provisions of this agreement among the parties through the Bemidji Area IHS's established administrative procedures, first. If a dispute cannot be resolved locally, the parties agree that the next administrative procedure is an appeals board established at the IHS headquarters level, which will make a recommendation to the IHS Director, who will exercise final authority for the IHS in the administrative review of all disputes.

3.12 TERMINATION OF THE AGREEMENT

- 3.12.1 Any party to the MOA may terminate its relationship with the other MOA parties prior to project completion upon 30 days advance notice in writing to all other parties.
- 3.12.2 If the MOA is terminated by all parties prior to completion of the project, all unexpended funds will be returned to the contributors in a prorated manner and in accordance with the transfer provisions contained herein. All in-place sanitation facilities will be transferred in accordance with the provisions of the MOA. IHS may elect to transfer or retain any or all materials and equipment purchased with IHS funds and may request the

Tribe to transfer to IHS materials purchased by the Tribe with IHS funds. IHS will return unused IHS funds to bulk accounts at the Area office for commitment to other projects as appropriate.

3.13 ADDITIONAL SERVICES

- 3.13.1 The Tribe and IHS agrees that additional services may be required to complete the project scope. These services are not considered basic services to be performed by IHS and are above and beyond the services provided under the IHS contributions as outlined in Section 3.4. These services shall include but not be limited to:
- a. A soils engineer or other consultant when such services are deemed necessary, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions.
 - b. Assistance of professional cultural resources personnel required for discoveries or resources anticipated after the completion of the final drawings.
 - c. Assistance of professional environmental resource personnel required for delineation of wetlands, threatened and endangered species or other NEPA related issues anticipated after the completion of the final drawings.
 - d. Assistance in construction testing as necessary to insure that the materials and methods furnished by the contractor(s) are in conformance with the contract plans and specifications. Such testing includes but is not limited to in-place density tests on backfill material, gravel gradation analysis, concrete slump and compression tests, and asphalt material composition tests. The IHS shall monitor and direct any subsurface explorations that are performed by others.
 - e. Assistance in providing aerial photography, topographic mapping and vertical bridging as necessary to aid in the design of the project and preparation of construction drawings.
 - f. An architect or other consultant when such services are deemed necessary, including reports, structural design, detail drawings, and other necessary operations for determining structural conditions.
- 3.13.2 These services will be initiated and approved by the Project Engineer and be charged directly to the IHS project account or contracted through tribal procurement. Funds for additional services will be provided from amounts reserved for construction in Section 0 The IHS will provide contributions to the Tribe for additional services approved by the Project Engineer and provided using tribal procurement upon receipt of applicable invoices and supporting documentation from the Tribe.

3.14 FINAL INSPECTION

- 3.14.1 IHS shall notify the Tribe when the community facility or each operational unit of the community facility is substantially complete and ready for beneficial use by the Tribe, and confirm the schedule of the joint final inspection of the Project.
- 3.14.2 Representatives from the Tribe, IHS, Contractor, and other interested parties shall conduct a joint final inspection to detect possible construction deficiencies to be corrected by the responsible construction entity. The community facility or operational unit may be placed into operation to provide service to the consumer.

4.0 ADDITIONAL PROVISIONS FOR TRIBAL PROCUREMENT

4.1 TRIBAL CONTRIBUTIONS

- 4.1.1 The Tribe shall provide for construction through its procurement system of all water and sewage facilities described in the Project Summary; and the Tribe shall procure the facilities in accordance with this Agreement and in compliance with applicable Federal requirements.
- 4.1.2 The Tribe shall submit to IHS for review and approval before advertising all proposed solicitations estimated to cost \$50,000.00 or more; that the Tribe shall make such adjustments in the solicitation as determined necessary by IHS.
- 4.1.3 The Tribe shall develop and submit to IHS for approval a proposed construction contract showing proposed unit costs, based on bids received, for construction of sanitation facilities to be installed. The Tribe shall negotiate these unit costs if necessary to receive approval from IHS. These unit costs shall govern for the duration of the Tribal contract under which they are proposed. No work shall be performed prior to written approval by IHS of the corresponding unit costs.
- 4.1.4 If additional or special units of work are needed for specific sites during execution of the project, the Tribe shall submit a list of proposed costs for negotiation on those items. Costs for the addition of special items shall then govern either for the duration of the Tribal contract, or for just those sites specified in the proposal, as agreed at the time. Major modifications to the construction contract (such as adding facilities not included in the Project Summary or requiring additional project funds) shall not be executed without written approval by the Director, Division of Sanitation Facilities Construction, Bemidji Area.

4.2 IHS CONTRIBUTIONS

- 4.2.1 IHS shall review and approve (or reject with justification and explanation) proposed solicitations estimated to cost over \$50,000.00 before advertising by the Tribe.

- 4.2.2 IHS shall review and approve proposed unit costs for all items of work under the project. Once approved by IHS, these unit costs shall govern all work for the duration of the Tribe contract under which they are proposed. Unit costs for additional or special units of work required at individual sites shall be negotiated before the IHS authorizes work for the site or group of sites affected. All unit costs are subject to approval by the Director, Division of Sanitation Facilities Construction, Bemidji Area prior to the award of any contract or the start of any construction involving those items of work.
- 4.2.3 Contributions shall be made in installments in accordance with the payment request forms BAO 107M, 108M and /or invoices submitted by the Tribe and approved by the IHS Project Engineer. Requests for contributions shall be made no more frequently than once per month in accordance with the provisions of section 2.1.6. Advance contributions may be provided at the request of the Tribe in accordance with IHS policy and Bemidji Area practice.
- 4.2.4 The IHS shall provide a contribution for program administration. This would be a cumulative amount based on the following scale:

Contract Amount and Administrative Fee

\$0 to \$25,000:	Four percent of the contract amount
\$25,000 to \$200,000:	\$1,000 plus three percent of the contract amount in excess of \$25,000
Above \$200,000:	\$6,250 plus two percent of the contract amount in excess of \$200,000.

- 4.2.5 At no time during the project will the Tribe represent the IHS nor will the IHS represent the Tribe in contract administration matters.
- 4.2.6 The IHS will, at the request of the Tribe, provide oversight and technical assistance on contractor submittals, progress payments, change order requests, and other project related information submitted by the Tribe's contractor and make recommendations to the Tribe.
- 4.2.7 The IHS and Tribe shall inspect all sanitation facilities constructed through Tribal procurement to insure construction meets minimum IHS standards. The procurement documents shall also note that the IHS inspector does not have authority to modify the contract or issue direction to the contractor. Following construction inspection, the IHS will advise the Tribe on whether the construction meets the IHS interpretation of the contract requirements.

4.3 TRIBAL FINANCIAL MANAGEMENT STANDARDS

- 4.3.1 The Tribe shall provide the following features in its financial management system:
- a. The Tribe shall maintain original accounting records which accurately identify the source and application of all project funds it receives. The source documentation shall include cancelled checks, paid bills, payrolls, time and attendance records, purchasing documents, and financial records. Accurate, current, and complete project records shall be reported in accordance with other provisions of this Agreement; and
 - b. The Tribe shall maintain effective controls and accountability for all cash, real and personal property, and other assets acquired; and
 - c. The Tribe shall compare actual Tribal expenditures with budgeted amounts for the project; and
 - d. Applicable OMB cost principles (OMB Circular A-87) and the terms of this Agreement shall govern in determining the reasonableness, allowability, and allocability of all costs under the project
- 4.3.2 The Tribe shall maintain a separate financial account for the project
- 4.3.3 Interest in excess of \$100 per year earned on cash advances (Federal funds) must be returned to the IHS project account.
- 4.3.4 Funds for construction projects under this Agreement shall not be borrowed or intentionally invested. Funds from one IHS funded construction project shall not be used for cash flow or other unauthorized purposed or for another IHS funded construction project.
- 4.3.5 Any proposed changes by the Tribe in the project scope and/or budgeted costs must be reviewed and approved by IHS as provided for in this Agreement.

4.4 PROCUREMENT STANDARDS

- 4.4.1 The Tribe shall use a system of contract Administration that ensures performance by its contractors in accordance with the terms and conditions of the contract an in compliance with OMB Circular A-102 as adopted by HHS at 45 CFR 92. (See Appendix F of this Guideline) The Tribe shall be responsible in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurement. These issues include, but are not limited to source evaluation, protests, disputes, and claims.
- 4.4.2 No employee, officer or agent of the Tribe shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer, or agent, (b) any member of his immediate family, (c) his or her partner, (d) or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

- 4.4.3 The Tribe officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

4.5 COMPETITIVE PROCUREMENT PRACTICES

- 4.5.1 All Tribe procurement under this Agreement shall be competitive and based on firm fixed prices unless approved by the Director, Division of Sanitation Facilities Construction, for reasons of public exigency, critical schedule constraints that could not have been anticipated, or essential equipment compatibility for operation and maintenance. The following requirements apply:
- a. Materials, Construction, and Services (non A/E) Estimated at More than \$2,000 and Less than \$25,000: The Tribe shall solicit a written quote from a minimum of three (3) sources qualified to do the work and likely to submit a quote. The Tribe shall award a purchase order to the responsive, responsible source with the lowest quote.
 - b. Materials, Construction, and Services (non A/E) Estimated at \$25,000 or more. The Tribe shall advertise formally for a minimum of 15 calendar days for sealed bids to be opened publicly at a specified time, date, and place. The Tribe shall award a contract to the responsive, responsible source which has submitted the lowest bid price.
 - c. Architect/Engineer (A/E) Services: The Tribe shall solicit competitive proposals from potentially interested professional firms. A three-member selection board for the Tribe shall establish objective selection criteria before soliciting proposals. If IHS project funds are involved, at least one Registered Professional Engineer from IHS shall serve on the Board. The Tribe then shall select the firm determined by those criteria to be most qualified to perform the work. The Tribe shall attempt to negotiate with this firm to set fair and reasonable compensation. If negotiations with one firm are not successful, the Tribe may proceed to negotiate with the next most qualified firms. This process may continue until agreement is reached.

4.6 INDIAN PREFERENCE

- 4.6.1 If the Tribe has enacted an Indian preference ordinance of general applicability and agrees to apply the terms of that ordinance, the Indian preference requirements of that ordinance shall apply in lieu of IHS requirements as long as the effect is similar to that of IHS requirements. The Tribe may not give preference to tribal members or tribal companies only, or limit preference geographically, including restriction to those within reservation boundaries.
- 4.6.2 In the absence of a formally adopted Indian preference policy by the

Tribe, preference shall be given in the award of construction and service contracts to those firms (or joint ventures) whose levels of ownership and control by enrolled Indians (or Alaska Natives) each equal at least 51% of the total on a continuing basis for the duration of the contract. Firms (or joint ventures) which satisfactorily document at the time of bid or quotation such ownership and control shall have an amount equal to 5 percent of the total bid deducted from the bid price for comparison with other bids. Once this deduction is made for qualified Indian firms (or joint ventures), the award will be made by the Tribe to the responsive, responsible bidder with the lowest resulting bid.

4.7 REQUIRED NOTICE TO PROSPECTIVE BIDDERS

4.7.1 The Tribe shall notify the vendors and contract bidders of the following:

- a. Indian Preference Policy for contracting/subcontracting.
- b. Minimum percentage of work to be performed by the Tribe's prime contractor (33 1/3%, unless otherwise specified).
- c. Responsibility of the Tribe for compliance with and enforcement of the contract (i.e., the contract is not a Federal contract).
- d. Restrictions on liens (state lien laws do not apply on Federal trust land).
- e. Remedy for disputes, as provided for under General Provisions.
- f. The role of the IHS.

4.8 WAGE RATES

4.8.1 Davis-Bacon wage rates shall apply for all construction contracts exceeding \$2,000 in value executed by the Tribe and funded by Federal agencies, except for work funded with HUD CDGB. The Tribe is responsible for reviewing payroll information submitted by the contractor for compliance with Davis-Bacon requirements. Unless it requests IHS to obtain wage rates, the Tribe shall request applicable wage rates directly from U.S. Department of Labor.

4.9 BOND REQUIREMENTS

4.9.1 For construction contracts on Federal trust land exceeding \$100,000, the Tribe shall require bid, payment, and performance bonds, as described below. For construction contracts on non-trust land in excess of \$50,000, payment and performance bonds shall be required. The IHS may accept the bonding policy and requirements of the Tribe, provided that IHS determines that its interest is adequately protected. In lieu of such determination, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to 5% of the bid price.
- b. A payment bond on the part of the contractor for 100% of the contract price.
- c. A performance bond on the part of the contractor for 100% of the contract price.

4.10 SUBCONTRACT LIMITS:

4.10.1 The prime contractor shall be required to perform with its employees and equipment at least 33.3 percent of the total amount of the work included in the contract. Copies of subcontract agreements may be required to verify the amount of work performed.

4.11 ADMINISTRATIVE PROVISIONS

4.11.1 The Tribe's contract shall contain the following provisions:

- a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (except small purchases).
- b. Termination for cause and for convenience by the Tribe including the manner by which it will be effected and the basis for settlement. (Contracts exceeding \$10,000).
- c. Compliance with the "Equal Employment Opportunity" Executive Order 11246 as amended. (Contracts and subcontracts exceeding \$10,000).
- d. Compliance with the Copeland "Anti-kickback" Act.
- e. Compliance with the Davis-Bacon Act. (Contracts exceeding \$2,000).
- f. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. (Construction contracts in excess of \$2,000).
- g. IHS requirements for reporting, as called for in this Agreement.
- h. IHS Indian preference requirements, or approved Tribal alternative.
- i. Access by the Federal government and the Tribe to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making an audit, examinations, excerpts, and transactions.
- j. Retention of all required records for three years after the Tribe makes final payment and all other pending matters are closed.
- k. Compliance with all applicable environmental laws and EPA regulations including Executive Order 11738. (Contracts exceeding \$100,000).

4.12 GENERAL PROVISIONS

4.12.1 In the absence of an equivalent set of General Provisions approved by Area SFC Division Director for construction contracts, Paragraph 1-45 of the General Provisions in Schedule B, Appendix B of the MOA Guidelines for the Public Law 86-121 Sanitation Facilities Construction Program - Working Draft dated June 2003, shall be included in their entirety in the Tribe's solicitation and contract. For procurement less than \$25,000, the Area SFC Division Director may approve a condensed set of these General Provisions that protects the IHS and Tribe's interests.

4.13 SPECIAL PROVISIONS

- 4.13.1 For procurement greater than \$25,000.00, the Tribe shall include in its solicitation and contract the Special Provisions shown as Schedule D, Appendix B of the MOA Guidelines for the Public Law 86-121 Sanitation Facilities Construction Program - Working Draft dated June 2003, unless otherwise provided for in the solicitation.

4.14 SUBMITTAL REQUIREMENTS

- 4.14.1 The Tribe shall include submittal requirements in the specification section of its solicitation.

4.15 FINAL INSPECTION

- 4.15.1 The Tribe shall conduct with the contractor, IHS representatives, and other interested parties, a final inspection of the facilities provided under the contract. Final acceptance and payment for the work by the Tribe shall not occur until the contractor has corrected all deficiencies identified at the final inspection and until the work is in full compliance with the plans, specifications and other contract requirements.
- 4.15.2 Work will be inspected by IHS to insure that the work performed complies with all the terms and conditions of the Tribe contract. Final IHS contribution for the work performed will not be released to the Tribe until such time as the IHS participates in a final inspection and determines that the work complies with all contract requirements.
- 4.15.3 Operation and maintenance of the facility or operational unit will become the responsibility of the Tribe once operation commences.

5.0 ADDITIONAL PROVISIONS FOR TRIBAL FORCE ACCOUNT**5.1 GENERAL PROVISIONS**

- 5.1.1 The Tribe agrees to construct the proposed sanitation facilities, with its own construction employees, in accordance with plans and specifications prepared or approved by IHS.
- 5.1.2 The IHS contributions to the Tribe shall be made on a monthly basis in amounts recommended for approval by the IHS District Engineer based on the costs of construction during the previous month. Any funds paid and not expended within a given month shall be applied toward the next monthly estimate and the project funds adjusted accordingly.
- 5.1.3 The Tribe and IHS agree to work cooperatively to complete preconstruction planning activities including equipment, material and manpower needs, wage rates, qualifications necessary for the project superintendent, construction management, and the project schedule. The

Tribe shall then complete a detailed construction cost estimate to demonstrate how the work will be performed within the project budget.

- 5.1.4 The Tribe and IHS acknowledge that project funding is limited to the amount shown in the Project Summary. If the Tribe's costs exceed the estimate in the Project Summary, the scope of the project may need to be reduced. Cost overruns discovered near the end of the project, or after completion of the construction, may not get reimbursed due to a lack of funds. Any proposed change in the project scope or budget must be approved by IHS prior to implementation.
- 5.1.5 IHS is responsible for construction inspection, approval of materials, quality control testing and final acceptance of all work. Final payment to the Tribe shall not be approved until after IHS has conducted the final inspection and approved the work.
- 5.1.6 The Tribe agrees that, 1) all of their employees working on construction or the project shall be covered by applicable workmen's compensation insurance, 2) a general public liability and property damage insurance policy shall be in force throughout the construction period.
- 5.1.7 The Tribe agrees to demonstrate to the satisfaction of IHS that a) adequate financial controls are in place to identify the source and disbursement of all funds, b) they will utilize a cost accounting system that will compare actual costs with budgeted amounts, c) accounting records will be supported by source documents, d) their procurement system complies with IHS requirements
- 5.1.8 The Tribe may not receive a profit, in excess of allowable costs, as approved by IHS in accordance with the allowable cost provisions of OMB Circular A-87.
- 5.1.9 The Tribe is responsible for jobsite safety and for compliance with all applicable State and Federal health and safety requirements. The IHS Project Engineer may stop work if a safety problem is unresolved by the Tribe.
- 5.1.10 The Tribe is responsible for resolving all tort claims, contractual disputes, protests and claims resulting from their activities on this project

5.2 ABBREVIATED COST CONTROL PROVISION

- 5.2.1 The Tribe and IHS shall agree on unit prices for the work to be performed. Prior to receiving contributions from IHS, the Tribe shall submit an itemized unit cost invoice showing the type and quantity of facilities constructed during the period covered by the request.
- 5.2.2 After appropriate deductions for cash advances, IHS shall contribute funds to the Tribe for the quantity of work performed, as demonstrated in

the unit cost invoice, at the agreed upon unit prices, plus the project administrative support costs, if applicable.

5.3 TRIBAL FINANCIAL MANAGEMENT STANDARDS

5.3.1 The Tribe shall provide the following additional features in its financial management system:

- a. The Tribe shall submit a projected cash flow schedule. The Tribe and IHS shall minimize the time elapsed between fund transfer and disbursement.
- b. A Tribal force account support fee will be paid to the Tribe in lieu of indirect costs. This fee is to cover the cost of a portion of the salaries and benefits of those tribal employees associated with project (not program) administration. The tribal force account support fee shall be 10% of the tribal disbursements for force account labor.

PROJECT BE-16-J78

PROJECT SUMMARY

BEECHTREE LANE WATER AND SEWER EXTENTION



March 2016

ONDEIDA TRIBE OF INDIANS OF WISCONSIN
ONEIDA INDIAN RESERVATION
BROWN AND OUTAGAMIE COUNTIES, WISCONSIN

PUBLIC LAW 86-121

PREPARED BY:

Kyle Jacobson -S

Digitally signed by Kyle Jacobson -S
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ou=IHS, ou=People, cn=Kyle Jacobson -S,
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Date: 2016.03.25 07:24:38 -0500

Kyle Jacobson, E.I.T.
Field Engineer
Rhineland District Office

Date

REVIEWED BY:

Digitally signed by Brian Breuer -S
DN: c=US, o=U.S. Government, ou=HHS, ou=People,
cn=Brian Breuer -S, 0.9.2342.19200300.100.1.1=2000328919
Date: 2016.03.24 15:37:19 -0500

Brian Breuer, P.E.,
District Engineer,
Rhineland District Office

Date

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL HEALTH AND ENGINEERING
BEMIDJI AREA OFFICE

PROJECT SUMMARY
For The
BEECHTREE LANE WATER AND SEWER EXTENSION
for the
ONEIDA TRIBE OF INDIANS OF WISCONSIN
ONEIDA INDIAN RESERVATION
BROWN AND OUTAGAMIE COUNTIES, WISCONSIN

PROJECT BE-16-J78
PUBLIC LAW 86-121

INTRODUCTION

The Oneida Tribe, acting through the Manager of the Oneida Well and Septic Department, submitted a project request dated March 8, 2016 to the Indian Health Service seeking assistance under Public Law 86-121 to design and construct water and wastewater facilities to serve Other Category homes along Beechtree Lane on the Oneida Indian Reservation. The Bemidji Area Office acknowledged this request and assigned project development responsibilities to the Rhinelander District Office.

This summary includes a discussion of existing facilities, recommended sanitation facilities, discussion of alternatives, diseases of environmental significance, participation, NEPA compliance, operation and maintenance, and a detailed cost estimate for the construction of the recommended sanitation facilities.

EXISTING FACILITIES

The Beechtree Lane subdivision is a new development that will consist of eight (8) lots. Currently there is no community water or sewer facilities along Beechtree Lane, however, community water distribution and sewer collection facilities are located nearby and these facilities have the capacity to be extended to serve the proposed eight (8) homes.

RECOMMENDED FACILITIES

IHS recommends construction of community water and sewer mains along Beechtree Lane and constructing water and sewer stub outs to the right-of way line for the eight (8) lots. If funding remains and homes are constructed on the new lots while the project is still active, water and sewer laterals may be extended to the homes.

Water Supply:

Construct approximately 1,200 feet of 8-inch diameter watermain, two (2) hydrants with gate valves and three (3) connections to existing water mains. These connections will be near the corner of County Highway "H" and Tall Feather Way (west side), 6 Nation Dr. (south side), and near the corner of Evergreen Dr. and Beechtree Lane (east side). Water service stub-outs to the eight (8) lots will consist of 1-inch diameter PE service lines, saddle with corporation stop, and curb stop with box at the right-of way line.

Wastewater Disposal:

Construct approximately 900 feet of 8-inch diameter sewer main, three (3) manholes, and two (2) connections to the existing wastewater collection system. These connections will be near 6 Nation Rd (south side), and the corner of Evergreen Dr. and Beechtree Ln. (east side). Sewer service stub outs for the 8 lots will consist of wye fittings and 4-inch diameter PVC pipe with a 1-way clean out at the right-of way line.

Solid Waste Disposal:

Solid waste disposal facilities will not be provided under this project.

DISCUSSION OF ALTERNATIVES

Alternatives considered for this project include individual onsite facilities, or no facilities installed. However, since community water and sewer service has previously been provided to the area surrounding this proposed extension the proposed homes will be connected to the community systems.

Individual wells and septic systems are not feasible for these eight (8) sites due to proposed site layouts, lot sizes, and the proximity of the existing community water and sewer in the area.

DISEASES OF ENVIRONMENTAL SIGNIFICANCE

Members of the Oneida Tribe are served by a tribally owned and managed clinic located in the community of Oneida. A total preventive health care program is conducted on the reservation which serves a user population of approximately 14,533. Tribal members also receive care from consultants and referral hospitals located in the Green Bay, Wisconsin area.

Due to the lack of a permanent Epidemiologist on staff, statistics regarding "diseases of environmental significance" relating to the provision of safe, adequate, and suitable sanitation facilities are not collected by the Bemidji Area Office or the Office of Environmental Health and Engineering. However, this information may be available from the Service Unit or tribal clinic through the RPMS. Also, the Great Lakes Epidemiological Center collects Epidemiological information for tribes in the Bemidji Area. This type of information may be available from the epidemiologists working for the Great Lakes Inter-Tribal Council.

PARTICIPATION

This project is being funded entirely by the Indian Health Service to provide adequate sanitation facilities for proposed new homes in the Beechtree Lane subdivision. Upon execution of the Memorandum of Agreement between the Tribe and IHS, the Tribe shall provide the required sanitation facilities and services for its direct benefit using its own internal procurement system and its own Tribal employees. IHS shall provide technical assistance and contribute funds to the Tribe for the approved cost of the sanitation facilities and services.

Funding for this project will be provided through the Bemidji Area Indian Health Service Housing Support allocation for FY 2016. **The total estimated cost of this project is \$275,000.00.**

NEPA COMPLIANCE

The IHS is required to perform an Environmental Review on all projects or ensure compliance with the National Environmental Policy Act and other environmental laws and regulations. The following is a list of some of the specific environmental concerns addressed in the Environmental Review: wetlands, floodplains, endangered species, historic preservation (including cultural resources), wild and scenic rivers, coastal zones, wilderness areas, and prime farmland. A site may be deemed unfeasible if construction at the site would violate NEPA or other environmental regulations. The IHS requests and encourages Tribal participation in all phases of the Environmental Review process.

It is unknown what level of effort will be required to complete the Environmental Review due to the nature of the review process. Therefore, IHS will be only responsible for costs as outlined in the cost estimate of this project. The IHS shall endeavor to complete the Environmental Review in a timely and cost-effective manner. However, there may be delays in compilation of information that are beyond the control of the IHS. Finalizing the project concept as soon as possible will help to prevent excessive costs and delays associated with the Environmental Review process.

An Environmental Review and Documentation form will be prepared and kept on file with the Bemidji Area Office of Environmental Health and Engineering for the proposed facilities.

OPERATION AND MAINTENANCE

It is anticipated that most of the sanitation facilities to be installed under this project will be community facilities. Operation and maintenance of any community sanitation facilities provided under this project will be undertaken by the Oneida Utilities Department. The current rate for residential water usage consists of a flat rate of \$13.36 plus \$1.22 per 1,000 gallons of water usage. The Utility Department conducts meter readings on a monthly basis. The residential sewer rate is a flat rate of \$17.76 plus \$2.15 per 1,000 gallons based on water meter readings.

Community Water and Sewer Service

Community Water Service User Fee	\$13.36/month
	Plus \$1.22/1000 gal
Community Sewer Service User Fee	\$17.76/month
	Plus \$2.15/1000 gal

PROJECT COST ESTIMATE**Sewer Collection**

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1.	8-Inch SDR 35, Sewer Pipe	900	Feet	\$ 55.00	\$ 49,500.00
2.	4-ft Diameter Manholes (~7-13ft deep)	3	Each	\$ 4,000.00	\$ 12,000.00
3.	8-inch x 4-inch Sewer Wyes	8	Each	\$ 250.00	\$ 2,000.00
4.	4-inch PVC SDR 35 Sewer Service Line	300	Feet	\$ 40.00	\$ 12,000.00
5.	One-way cleanout	8	Each	\$ 400.00	\$ 3,200.00
6.	Abandon Existing Facilities	1	LS	\$ 5,000.00	\$ 5,000.00
Subtotal Sewer					\$ 83,700.00

Water Distribution

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	8-inch PVC C900 DR18 WM	1,100	Feet	\$ 60.00	\$ 66,000.00
2.	8-inch PE DR18 WM Directional Drilled	70	Feet	\$ 75.00	\$ 5,250.00
3.	8-inch gate valve and box	5	Each	\$ 2,500.00	\$ 12,500.00
4.	Hydrant with 6-inch gate valve and box	2	Each	\$ 5,500.00	\$ 11,000.00
5.	1-inch PE water service line	380	Feet	\$ 38.00	\$ 14,440.00
6.	1-inch corporation stop with saddle	8	Each	\$ 750.00	\$ 6,000.00
7.	1-inch curb stop with box	8	Each	\$ 750.00	\$ 6,000.00
8.	Connection to existing water system	3	Each	\$ 2,500.00	\$ 7,500.00
9.	Abandon Existing Facilities	1	LS	\$ 4,810.00	\$ 4,810.00
Subtotal Water					\$ 133,500.00
Subtotal Sewer & Water					\$ 217,200.00
Contingency (~10%)					\$ 22,000.00
Subtotal					\$ 239,200.00
Project Technical Support (15%)					\$ 35,800.00
Total Cost					\$ 275,000.00

FUNDING SOURCES

IHS	\$275,000.00
Total Funding	\$275,000.00

Amount available for Construction \$239,200.00

Construction Support Cost \$35,800.00

Number of homes served by Project (8)

Cost per home \$275,000/8 = \$34,375.00

STARS/PDS Data

<u>Home Type</u>	<u>Number of Homes</u>	<u>W</u>	<u>S</u>	<u>L</u>
H5	8	B	B	Z

Total Cost of Water Supply	\$105,973.76
Total Cost of Wastewater Facilities	\$169,026.24
Total Cost of Solid Waste	\$ 0.00

**PROJECT SCHEDULE
INDIAN HEALTH SERVICE
SANITATION FACILITIES CONSTRUCTION
UNDER P.L. 86-121**

AREA: Bemidji Area Office PROJECT ENGINEER: Kyle Jacobson

PROJECT TITLE: Beechtree Lane PROJECT LOCATION: Oneida Reservation

PROJECT NO.: BE-16-J78 CAN NO.: _____ ALLOWANCE NO.: _____

PROJECT DESCRIPTION: Beechtree Ln Water and Sewer Extension

NO. HOMES TO BE SERVED: 8 DATE PROJECT APPROVED: _____

ESTIMATED COST: IHS: \$275,000.00
TOTAL: \$275,000.00

Action Item	Target Date	Actual Date	Remarks
MEMORANDUM OF AGREEMENT SIGNED	4/16		
ENVIRONMENTAL CLEARANCE	4/16		
ENGINEERING DESIGN INITIATED	3/16		
ENGINEERING DESIGN COMPLETED	5/16		
STATE HEALTH DEPARTMENT REVIEW	NA		
EPA NOTIFICATION	NA		
RIGHTS-OF-WAY REQUESTED	NA		
PROCUREMENT INITIATED	5/16		
CONSTRUCTION STARTED	6/16		
CONSTRUCTION COMPLETED	10/16		
AS-BUILTS COMPLETED	10/16		
O&M MANUAL COMPLETED	NA		
FINAL INSPECTION	10/16		
HOMEOWNER TRAINING COMPLETED	NA		
FACILITIES TRANSFERRED	NA		
FINAL REPORT COMPLETED	12/16		

From: [Oneida Law](#)
To: [Katherine A. Jordan](#)
Subject: We have received your contract
Date: Monday, May 02, 2016 7:52:47 AM

Your U.S. Indian Health Service-Bemidji Area contract has been received and assigned to an attorney. When making inquiries about this contract, please reference the assigned file number: 2016-0450.

Please allow 10 business days for the legal review. Should you need an immediate review, please contact the Oneida Law Office at 869-4327. Keep in mind that this does not include time for obtaining a review from Central Purchasing, the appropriate signatures and processing by Central Purchasing and/or Accounting. The approval process may take additional time should the contract need Gaming Commission and/or Business Committee approval.

Yaw^ko (Thank you).

Oneida Law Office
N7210 Seminary Road
Post Office Box 109
Oneida, WI 54155

Office: 920-869-4327
Fax: 920-869-4065
e-mail: Oneida_Law@oneidanation.org

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DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service
Indian Health Service
Rhineland District Office
9A South Brown St.
Rhineland, WI 54501
PH: 715-365-5145
FAX: 715-365-5113

April 28, 2016

Dennis Johnson
Manager, Community Wells and Septic
Oneida Tribe of Indians of Wisconsin
P.O. Box 365
Oneida, WI 54155-0365

REF: IHS Project BE-16-J78 Memorandum of Agreement

Dear Dennis:

Please find enclosed two copies of the Memorandum of Agreement (MOA) for Project BE-16-J78, Beechtree Lane Water and Sewer Extension. The MOA is the legal document that outlines the responsibilities of the Tribe and IHS under this project.

Please review the document carefully, if acceptable please obtain proper signature and date on both copies of the agreement and return both copies to me at the Rhineland District Office. Upon signature by the Bemidji Area Office a signed original of the agreement will be returned for your files.

I have also included the Project Summary for your reference. If you have any comments or questions, please contact me at 715-365-5104.

Sincerely,

Kyle Jacobson, E.I.T.
Field Engineer

cc: Kevin House, Construction Manager, Oneida Engineering Department (via e-mail)
Project File 16-J78 (letter only)

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

Public Health Service
Bemidji Area Office
Indian Health Service
522 Minnesota Ave.
Bemidji, MN 56601

March 14, 2016

OUR REFERENCE: **Project BE-16-J78**

Honorable Cristina Danforth, Chairwoman
Oneida Tribe of Indians of Wisconsin
P.O. Box 365
Oneida, WI 54155

Dear Chairwoman Danforth;

The Indian Health Service acknowledges receipt of a Project Request, dated March 8, 2016, which seeks assistance of the Indian Health Service to provide water and wastewater facilities to serve approximately eight new homes located on the Oneida Indian Reservation.

The Project Summary and Memorandum of Agreement will be prepared by Kyle Jacobson, Project Engineer. Upon completion, the documents will be submitted to you for review and execution. As indicated in the project request, any recommended sanitation facilities construction will be completed via Memorandum of Agreement (MOA).

The identification number assigned to this project is **BE-16-J78** which will appear on all future correspondence regarding this project. If you have any questions regarding Public Law 86-12 1, the processing of this request, or the project in general, please let us know. We look forward to working with the Tribe to provide these important facilities.

Sincerely,

Craig E. Morin, P.E., MBA, Director
Division of Sanitation Facilities Construction
Bemidji Area Indian Health Service

cc: District Engineer, Brian Breuer, RDO
Project Engineer, Kyle Jacobson, RDO
Project Manager, Dennis Johnson, Community Well and Septic Dept., Oneida
Area Director, Keith Longie, BAO
Associate Area Director, Erdrich, OEH&E, BAO

PROJECT BE-16-J78

MEMORANDUM OF AGREEMENT
BETWEEN THE INDIAN HEALTH SERVICE
AND THE
ONEIDA TRIBE OF INDIANS OF WISCONSIN

BEECHTREE LANE WATER AND SEWER EXTENSION
ON THE ONEIDA RESERVATION
BROWN AND OUTAGAMIE COUNTIES, WISCONSIN

Public Law 86-121



IN WITNESS WHEREOF, the parties have hereto subscribed their names.

FOR THE ONEIDA TRIBE OF INDIANS OF WISCONSIN

Chairperson of the Oneida Business Committee, having been duly
authorized to enter into this agreement on behalf of the Oneida
Tribe of Indians of Wisconsin

Date

FOR THE INDIAN HEALTH SERVICE

Area Director, Bemidji Area Office, Indian Health Service,
Department of Health and Human Services

Date

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1.0 PREAMBLE

This agreement is made between the Indian Health Service, hereinafter called IHS, acting through the Director, Bemidji Area IHS, Department of Health and Human Services, acting on behalf of the United States of America, under and pursuant to the provisions of Public Law 86-121 (42 U.S.C. 2004a; 73 Stat. 267); and the Oneida Tribe of Indians of Wisconsin, hereinafter called the Tribe, acting through the Chairperson of the Oneida Business Committee.

WHEREAS, the Tribe is desirous of obtaining satisfactory water supply and wastewater disposal facilities for proposed new homes in the Beechtree Ln subdivision on the Oneida Reservation, and

WHEREAS, the Tribe, acting through the Manager, Oneida Well and Septic Department, submitted a Project Proposal Letter dated March 8, 2016, requesting IHS assistance under Public Law 86-121 to construct water supply and wastewater disposal facilities to serve approximately 8 Other Category homes on the Oneida Indian Reservation; and

WHEREAS, the IHS is desirous of assisting in the construction of water supply and wastewater disposal facilities for Other Category homes to protect the health of the Tribal members and to safeguard the environment of the Oneida Reservation; and

WHEREAS, the Tribe has reviewed and concurs with the provisions of the attached Project Summary.

NOW THEREFORE, in order to carry out the project as set forth in the attached Project Summary entitled "Beechtree Lane Water and Sewer Extension", dated March, 2016, the parties mutually agree that:

2.0 FINANCIAL OBLIGATIONS

2.1 PROJECT FUNDING SUMMARY

2.1.1 Funding Contributions

IHS	\$ 275,000.00
Total Project Funding	\$ 275,000.00

2.1.2 Funding Allocation

Construction Amount	\$ 217,200.00
IHS Construction Support	\$ 35,800.00
Contingencies	\$22,000.00
Total Project Funding	\$ 275,000.00

- 2.1.3 IHS shall provide funding for all materials, supplies, equipment, and labor for the installation of water supply and wastewater disposal facilities as provided for in the attached Project Summary, and not otherwise provided for in this agreement. The total contribution amounts identified in Section 2.1.1 shall not be exceeded without a fully executed amendment to this agreement.
- 2.1.4 IHS shall utilize project funds as indicated in Section 0 for IHS construction support expenses. IHS appropriated funds & contributed funds used for project construction support expenses shall include IHS expenditures for technician and clerical salaries, GSA vehicles, finance office support and miscellaneous project related expenses. Contributed funds may also be used for engineering salaries and/or services.
- 2.1.5 The Tribe shall provide the required sanitation facilities and services for its direct benefit using its own tribal procurement system and its own tribal employees.. IHS shall provide technical assistance and contribute funds to the Tribe for the approved cost of the sanitation facilities and services in accordance with the provisions of this agreement.
- 2.1.6 IHS shall release contributions to the Tribe as provided for in this Agreement upon:
- a. Execution of this agreement by all parties; and
 - b. Receipt of written request from the Tribe for the required funds; and
 - c. Certification from the IHS Project Engineer that the amount of funds requested is required to make timely payments in accordance with the project budget for the supplies, materials, equipment, and services being obtained under the provisions of this agreement; and
 - d. Approval by the Bemidji Area Office.

3.0 AGREEMENT PROVISIONS

3.1 TRIBAL LANDS

- 3.1.1 The Tribe hereby grants permission for the IHS and its representatives to enter upon or across the lands under the jurisdiction of the Tribe for the purpose of carrying out the project outlined in the attached Project Summary and provided for in this agreement and further agrees to waive all claims which may arise by reasons of such entry, except those which may be recognized under the Federal Tort Claims Act.
- 3.1.2 The Tribe will obtain without charge to the IHS all easements and/or rights-of-way on or over lands as in the judgment of the IHS may be necessary for the provision and operation of any sanitation facilities provided for herein and waives any claim for compensation and damages therefore.
- 3.1.3 The Tribe will obtain without charge to the IHS all land necessary for the construction of the facilities provided in the Project Summary. All interests in such lands, easements, and rights-of-way shall remain with the Tribe, except as otherwise provided for in this Agreement.

3.2 HISTORIC PRESERVATION AND ENVIRONMENTAL REVIEW

- 3.2.1 That the Tribe will provide assistance in complying with the regulations (36 CFR 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) by informing IHS of any traditional cultural properties which might be affected by construction of the project. The Tribe shall take appropriate steps to identify traditional cultural properties which could be affected by the project, including contacting traditional cultural leaders or other tribal members who may have knowledge about such locations, sites, or objects.
- 3.2.2 That the IHS shall consult with the Tribe regarding excavations that may result in inadvertent discovery of human remains in accordance with the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001) and the implementing regulations at 43 CFR Part 10. This Agreement shall serve as official notice to the Tribe that the proposed sanitation facilities construction may result in inadvertent discoveries, and that any such discoveries shall be subject to the above regulations, including consultation between the IHS and the Tribally designated cultural resources representative and disposition of human remains or related cultural items. If the Tribe is administering construction of the sanitation facilities, through a Tribal contract or force account, it shall assume full responsibility for compliance with 43 CFR Part 10. [Note: The IHS remains responsible for complying with the regulations implementing Section 106 of the National Historic Preservation Act regarding post-review discoveries at 36 CFR 800.13]
- 3.2.3 IHS is required to perform an Environmental Review on all projects or ensure compliance with the National Environmental Policy Act and other environmental laws and regulations. It is unknown what level of effort will be required to complete the Environmental Review due to the very nature of the review process. Therefore, IHS will be only responsible for costs as outlined in Section 0. Additional costs will be handled through either negotiated cost sharing, reduction of project scope, changed project scope, or cancellation of the project.
- 3.2.4 The project, or any portion thereof, may be deemed unfeasible if its implementation would violate the National Environmental Policy Act or other environmental laws and regulations.

3.3 HOMES SERVED

- 3.3.1 The Tribe shall provide a prioritized list of eligible homes to be served under this project. Changes or deletions of homes may be made by the Tribe at any time prior to actual construction providing such changes are made in writing by the authorized Tribe representative. The actual homes served will be determined by the Tribe from the list of homes provided.
- 3.3.2 The Tribe shall provide for, at no cost to the IHS, water and sewer lines to be extended to a point five feet outside homes approved for service;

power and adequate electrical facilities, including proper electrical service entrance, to be available at each home; and homes to be adequately winterized, including blocking and skirting for mobile homes, to protect facilities from freezing.

- 3.3.3 IHS shall make the final determination of eligibility taking into account the recommendations of the Tribe. The IHS reserves the right to delete from the project any home or participant for which eligibility requirements have not been met, and to withdraw from the project any or all funds intended to serve those homes.
- 3.3.4 The Tribe will insure all lot corners staked out in the field at those sites requested by the IHS before soils evaluations are performed by the IHS.
- 3.3.5 The Tribe, at no additional cost to IHS, will assure that all sites will be adequately cleaned of timber and other obstructions to allow for installation of sanitation facilities.
- 3.3.6 The Tribe will assure the provision of adequate frost protection for sanitation facilities installed at each home.
- 3.3.7 It is agreed by all parties that where a site evaluation indicates that a site will not properly support the operation of sanitation facilities, or the cost of the sanitation facilities will exceed the current IHS unit site cost cap, that particular site will not receive sanitation facilities under this project with one exception. Sites expected to exceed the cost cap may receive sanitation facilities under this project if the Tribe and/or homeowner agrees to pay those costs in excess of the IHS cost cap.
- 3.3.8 All parties understand that where a home is located within the geographical jurisdiction of a utility maintenance organization, the rules and regulations of that organization will apply.

3.4 TRIBAL CONTRIBUTIONS

- 3.4.1 The Tribe will appoint a representative who will perform the following functions:
 - a. Coordinate the conduct of the Tribe's participation under this agreement including, active promotion of project participants at meetings and obtaining consent of the project participants; and
 - b. Obtaining Tribal cooperation in fulfillment of labor responsibilities assumed by the Tribe under this agreement; and
 - c. Provide the IHS with information available to the Tribe that relates directly to this project, to the extent possible; and
 - d. Attend the final inspection in coordination with the IHS project engineer.

3.5 INDIAN HEALTH SERVICE CONTRIBUTIONS

- 3.5.1 The IHS project engineer shall coordinate IHS participation in the project.

- 3.5.2 IHS will provide to the Tribe, as needed to meet the government's requirements, approval or disapproval of materials, quality control, testing, consultations, site visits, and final acceptance necessary for construction of the sanitation facilities in accordance with the attached Project Summary.
- 3.5.3 IHS will provide without charge to the Tribe:
- a. Coordination in obtaining the necessary reviews under the National Environmental Policy Act (NEPA) and applicable laws, regulations, and executive orders. Reviews shall be completed in accordance with IHS environmental review policies and procedures; and
 - b. Instructions as to the proper utilization, maintenance, operation and protection of the facilities provided for herein; and
- 3.5.4 IHS shall provide construction support to the Tribe, including but not limited to the following:
- a. Engineering design and development of the plans and specifications of the recommended facilities.
 - b. Assistance to the Tribe in the solicitation of bids and review of the bids received.
 - c. Construction surveying and layout.
 - d. Review and approval of shop drawings, payment requests and change orders.
 - e. Intermittent site visits during installation of sanitation facilities for the purpose of verifying compliance with the contract plans, specifications, and minimum IHS standards
 - f. Coordination with the designated Tribe representative for the joint final inspection as provided for in this agreement.
 - g. IHS shall certify and recommend for payment all applicable construction contract payment requests and provide copies to the Tribe.

3.6 TRANSFER OF FACILITIES

- 3.6.1 All parties understand that the facilities constructed (including equipment, land, and supplies purchased) under this agreement with IHS or contributed funds are at no time the property of the IHS, but rather belong to the Tribe, which shall operate and maintain such facilities properly, until or unless transferred to other parties.
- 3.6.2 Because IHS does not at any time own the facilities constructed, no formal transfer agreement is necessary. In lieu of a transfer agreement, the IHS will notify the Tribe when IHS participation in the project is complete.
- 3.6.3 The Tribe shall transfer on site water and wastewater facilities to individual homeowners. Upon completion of the construction the homeowners are responsible for operation and maintenance of the

facilities. Facilities constructed under this agreement at all times belong to the Tribe until transferred to individual homeowners or other parties.

- 3.6.4 It is the understanding of the parties to the Agreement that participants whose homes will be connected to the Tribe's facilities will be the responsible entity for the payment of the monthly service charge, unless funds are identified for operation and maintenance from another source, and that these participants must adhere to the rules and regulations adopted by the Tribe or governing utility organization.

3.7 OPERATION AND MAINTENANCE FEES AND ORDINANCES

- 3.7.1 The Tribe will establish connection fees and user rates and collect such charges from individuals served by the system as are necessary to sustain the operation, maintenance, and repair of the Tribe water supply and sewerage systems. Alternatively, the Tribe may provide this revenue from another dedicated revenue source.
- 3.7.2 The Tribe agrees to enact and enforce appropriate ordinances or regulations governing: (1) Connection to the Tribe water supply and sewage system by the residents of the reservation; (2) The methods and materials to be used in making connections to the Tribe water supply and sewage system in a safe and sanitary manner; and, (3) the continued operation, maintenance, and repair of individual water supply and waste disposal facilities in a safe and sanitary condition by the persons served thereby.

3.8 PROJECT SCHEDULE

- 3.8.1 In the interest of coordination, understanding, and economy, before construction of the project begins, the IHS Project Engineer in consultation with the Tribe shall prepare a schedule for the conduct of the project. The schedule may be modified or amended by the Project Engineer when necessary to carry out the project.
- 3.8.2 It is important that the installation of the water supply and waste disposal facilities provided for herein be completed as soon as practicable in accordance with the schedule of the Project Engineer.
- 3.8.3 That in the event actual construction of this project can not be initiated, for any reason by March 15, 2017, the IHS reserves the right to cancel the project and use the funds earmarked therefore for other projects which lack impediments to prompt construction. If the condition, which impeded construction, is resolved following cancellation, the Bemidji Area Office, will give high priority to funding the project from appropriated sanitation facilities funds available at that time or from future appropriations for sanitation facilities.

3.9 PROJECT CLOSEOUT AND REIMBURSEMENT

- 3.9.1 The IHS will close out the project when it determines that all applicable administrative actions and all required project work have been completed. The Tribe shall return all unexpended funds contributed by IHS within 45 days after the project construction phase. The Tribe shall submit a closeout financial report within 90 days following completion of construction and return of all unused funds.
- 3.9.2 Except as otherwise provided, project records shall be maintained for three years from the project completion date. These records include all financial records, supporting documents, procurement documents, titles, equipment records, including but not limited to: time sheets, cancelled checks, invoices, and purchase orders and shall be available upon request by the IHS, Inspectors General, or other designated representatives. The Tribe shall be subject to audit in accordance with the requirements of the single audit act.
- 3.9.3 All records shall be retained until completion of any litigation, claim, negotiation, audit, or other action initiated prior to the end of the 3 year period until resolution of the issues which arise from it.

3.10 WARRANTIES

- 3.10.1 The Tribe will obtain one-year warranties from contractors, suppliers, and manufacturers on equipment, work, and supplies provided by them. This year will commence from the date of acceptance of the work involved. IHS will assist the Tribe or responsible operation and maintenance organization in obtaining benefits and protection of all warranties on equipment or work provided under this Agreement.

3.11 DISPUTE RESOLUTION

- 3.11.1 The parties to this Agreement agree to resolve all disputes regarding the provisions of this agreement among the parties through the Bemidji Area IHS's established administrative procedures, first. If a dispute cannot be resolved locally, the parties agree that the next administrative procedure is an appeals board established at the IHS headquarters level, which will make a recommendation to the IHS Director, who will exercise final authority for the IHS in the administrative review of all disputes.

3.12 TERMINATION OF THE AGREEMENT

- 3.12.1 Any party to the MOA may terminate its relationship with the other MOA parties prior to project completion upon 30 days advance notice in writing to all other parties.
- 3.12.2 If the MOA is terminated by all parties prior to completion of the project, all unexpended funds will be returned to the contributors in a prorated manner and in accordance with the transfer provisions contained herein. All in-place sanitation facilities will be transferred in accordance with the provisions of the MOA. IHS may elect to transfer or retain any or all materials and equipment purchased with IHS funds and may request the

Tribe to transfer to IHS materials purchased by the Tribe with IHS funds. IHS will return unused IHS funds to bulk accounts at the Area office for commitment to other projects as appropriate.

3.13 ADDITIONAL SERVICES

- 3.13.1 The Tribe and IHS agrees that additional services may be required to complete the project scope. These services are not considered basic services to be performed by IHS and are above and beyond the services provided under the IHS contributions as outlined in Section 3.4. These services shall include but not be limited to:
- a. A soils engineer or other consultant when such services are deemed necessary, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions.
 - b. Assistance of professional cultural resources personnel required for discoveries or resources anticipated after the completion of the final drawings.
 - c. Assistance of professional environmental resource personnel required for delineation of wetlands, threatened and endangered species or other NEPA related issues anticipated after the completion of the final drawings.
 - d. Assistance in construction testing as necessary to insure that the materials and methods furnished by the contractor(s) are in conformance with the contract plans and specifications. Such testing includes but is not limited to in-place density tests on backfill material, gravel gradation analysis, concrete slump and compression tests, and asphalt material composition tests. The IHS shall monitor and direct any subsurface explorations that are performed by others.
 - e. Assistance in providing aerial photography, topographic mapping and vertical bridging as necessary to aid in the design of the project and preparation of construction drawings.
 - f. An architect or other consultant when such services are deemed necessary, including reports, structural design, detail drawings, and other necessary operations for determining structural conditions.
- 3.13.2 These services will be initiated and approved by the Project Engineer and be charged directly to the IHS project account or contracted through tribal procurement. Funds for additional services will be provided from amounts reserved for construction in Section 0 The IHS will provide contributions to the Tribe for additional services approved by the Project Engineer and provided using tribal procurement upon receipt of applicable invoices and supporting documentation from the Tribe.

3.14 FINAL INSPECTION

- 3.14.1 IHS shall notify the Tribe when the community facility or each operational unit of the community facility is substantially complete and ready for beneficial use by the Tribe, and confirm the schedule of the joint final inspection of the Project.
- 3.14.2 Representatives from the Tribe, IHS, Contractor, and other interested parties shall conduct a joint final inspection to detect possible construction deficiencies to be corrected by the responsible construction entity. The community facility or operational unit may be placed into operation to provide service to the consumer.

4.0 ADDITIONAL PROVISIONS FOR TRIBAL PROCUREMENT

4.1 TRIBAL CONTRIBUTIONS

- 4.1.1 The Tribe shall provide for construction through its procurement system of all water and sewage facilities described in the Project Summary; and the Tribe shall procure the facilities in accordance with this Agreement and in compliance with applicable Federal requirements.
- 4.1.2 The Tribe shall submit to IHS for review and approval before advertising all proposed solicitations estimated to cost \$50,000.00 or more; that the Tribe shall make such adjustments in the solicitation as determined necessary by IHS.
- 4.1.3 The Tribe shall develop and submit to IHS for approval a proposed construction contract showing proposed unit costs, based on bids received, for construction of sanitation facilities to be installed. The Tribe shall negotiate these unit costs if necessary to receive approval from IHS. These unit costs shall govern for the duration of the Tribal contract under which they are proposed. No work shall be performed prior to written approval by IHS of the corresponding unit costs.
- 4.1.4 If additional or special units of work are needed for specific sites during execution of the project, the Tribe shall submit a list of proposed costs for negotiation on those items. Costs for the addition of special items shall then govern either for the duration of the Tribal contract, or for just those sites specified in the proposal, as agreed at the time. Major modifications to the construction contract (such as adding facilities not included in the Project Summary or requiring additional project funds) shall not be executed without written approval by the Director, Division of Sanitation Facilities Construction, Bemidji Area.

4.2 IHS CONTRIBUTIONS

- 4.2.1 IHS shall review and approve (or reject with justification and explanation) proposed solicitations estimated to cost over \$50,000.00 before advertising by the Tribe.

- 4.2.2 IHS shall review and approve proposed unit costs for all items of work under the project. Once approved by IHS, these unit costs shall govern all work for the duration of the Tribe contract under which they are proposed. Unit costs for additional or special units of work required at individual sites shall be negotiated before the IHS authorizes work for the site or group of sites affected. All unit costs are subject to approval by the Director, Division of Sanitation Facilities Construction, Bemidji Area prior to the award of any contract or the start of any construction involving those items of work.
- 4.2.3 Contributions shall be made in installments in accordance with the payment request forms BAO 107M, 108M and /or invoices submitted by the Tribe and approved by the IHS Project Engineer. Requests for contributions shall be made no more frequently than once per month in accordance with the provisions of section 2.1.6. Advance contributions may be provided at the request of the Tribe in accordance with IHS policy and Bemidji Area practice.
- 4.2.4 The IHS shall provide a contribution for program administration. This would be a cumulative amount based on the following scale:

Contract Amount and Administrative Fee

\$0 to \$25,000:	Four percent of the contract amount
\$25,000 to \$200,000:	\$1,000 plus three percent of the contract amount in excess of \$25,000
Above \$200,000:	\$6,250 plus two percent of the contract amount in excess of \$200,000.

- 4.2.5 At no time during the project will the Tribe represent the IHS nor will the IHS represent the Tribe in contract administration matters.
- 4.2.6 The IHS will, at the request of the Tribe, provide oversight and technical assistance on contractor submittals, progress payments, change order requests, and other project related information submitted by the Tribe's contractor and make recommendations to the Tribe.
- 4.2.7 The IHS and Tribe shall inspect all sanitation facilities constructed through Tribal procurement to insure construction meets minimum IHS standards. The procurement documents shall also note that the IHS inspector does not have authority to modify the contract or issue direction to the contractor. Following construction inspection, the IHS will advise the Tribe on whether the construction meets the IHS interpretation of the contract requirements.

4.3 TRIBAL FINANCIAL MANAGEMENT STANDARDS

- 4.3.1 The Tribe shall provide the following features in its financial management system:
- a. The Tribe shall maintain original accounting records which accurately identify the source and application of all project funds it receives. The source documentation shall include cancelled checks, paid bills, payrolls, time and attendance records, purchasing documents, and financial records. Accurate, current, and complete project records shall be reported in accordance with other provisions of this Agreement; and
 - b. The Tribe shall maintain effective controls and accountability for all cash, real and personal property, and other assets acquired; and
 - c. The Tribe shall compare actual Tribal expenditures with budgeted amounts for the project; and
 - d. Applicable OMB cost principles (OMB Circular A-87) and the terms of this Agreement shall govern in determining the reasonableness, allowability, and allocability of all costs under the project
- 4.3.2 The Tribe shall maintain a separate financial account for the project
- 4.3.3 Interest in excess of \$100 per year earned on cash advances (Federal funds) must be returned to the IHS project account.
- 4.3.4 Funds for construction projects under this Agreement shall not be borrowed or intentionally invested. Funds from one IHS funded construction project shall not be used for cash flow or other unauthorized purposed or for another IHS funded construction project.
- 4.3.5 Any proposed changes by the Tribe in the project scope and/or budgeted costs must be reviewed and approved by IHS as provided for in this Agreement.

4.4 PROCUREMENT STANDARDS

- 4.4.1 The Tribe shall use a system of contract Administration that ensures performance by its contractors in accordance with the terms and conditions of the contract an in compliance with OMB Circular A-102 as adopted by HHS at 45 CFR 92. (See Appendix F of this Guideline) The Tribe shall be responsible in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurement. These issues include, but are not limited to source evaluation, protests, disputes, and claims.
- 4.4.2 No employee, officer or agent of the Tribe shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer, or agent, (b) any member of his immediate family, (c) his or her partner, (d) or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

- 4.4.3 The Tribe officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

4.5 COMPETITIVE PROCUREMENT PRACTICES

- 4.5.1 All Tribe procurement under this Agreement shall be competitive and based on firm fixed prices unless approved by the Director, Division of Sanitation Facilities Construction, for reasons of public exigency, critical schedule constraints that could not have been anticipated, or essential equipment compatibility for operation and maintenance. The following requirements apply:
- a. Materials, Construction, and Services (non A/E) Estimated at More than \$2,000 and Less than \$25,000: The Tribe shall solicit a written quote from a minimum of three (3) sources qualified to do the work and likely to submit a quote. The Tribe shall award a purchase order to the responsive, responsible source with the lowest quote.
 - b. Materials, Construction, and Services (non A/E) Estimated at \$25,000 or more. The Tribe shall advertise formally for a minimum of 15 calendar days for sealed bids to be opened publicly at a specified time, date, and place. The Tribe shall award a contract to the responsive, responsible source which has submitted the lowest bid price.
 - c. Architect/Engineer (A/E) Services: The Tribe shall solicit competitive proposals from potentially interested professional firms. A three-member selection board for the Tribe shall establish objective selection criteria before soliciting proposals. If IHS project funds are involved, at least one Registered Professional Engineer from IHS shall serve on the Board. The Tribe then shall select the firm determined by those criteria to be most qualified to perform the work. The Tribe shall attempt to negotiate with this firm to set fair and reasonable compensation. If negotiations with one firm are not successful, the Tribe may proceed to negotiate with the next most qualified firms. This process may continue until agreement is reached.

4.6 INDIAN PREFERENCE

- 4.6.1 If the Tribe has enacted an Indian preference ordinance of general applicability and agrees to apply the terms of that ordinance, the Indian preference requirements of that ordinance shall apply in lieu of IHS requirements as long as the effect is similar to that of IHS requirements. The Tribe may not give preference to tribal members or tribal companies only, or limit preference geographically, including restriction to those within reservation boundaries.
- 4.6.2 In the absence of a formally adopted Indian preference policy by the

Tribe, preference shall be given in the award of construction and service contracts to those firms (or joint ventures) whose levels of ownership and control by enrolled Indians (or Alaska Natives) each equal at least 51% of the total on a continuing basis for the duration of the contract. Firms (or joint ventures) which satisfactorily document at the time of bid or quotation such ownership and control shall have an amount equal to 5 percent of the total bid deducted from the bid price for comparison with other bids. Once this deduction is made for qualified Indian firms (or joint ventures), the award will be made by the Tribe to the responsive, responsible bidder with the lowest resulting bid.

4.7 REQUIRED NOTICE TO PROSPECTIVE BIDDERS

4.7.1 The Tribe shall notify the vendors and contract bidders of the following:

- a. Indian Preference Policy for contracting/subcontracting.
- b. Minimum percentage of work to be performed by the Tribe's prime contractor (33 1/3%, unless otherwise specified).
- c. Responsibility of the Tribe for compliance with and enforcement of the contract (i.e., the contract is not a Federal contract).
- d. Restrictions on liens (state lien laws do not apply on Federal trust land).
- e. Remedy for disputes, as provided for under General Provisions.
- f. The role of the IHS.

4.8 WAGE RATES

4.8.1 Davis-Bacon wage rates shall apply for all construction contracts exceeding \$2,000 in value executed by the Tribe and funded by Federal agencies, except for work funded with HUD CDGB. The Tribe is responsible for reviewing payroll information submitted by the contractor for compliance with Davis-Bacon requirements. Unless it requests IHS to obtain wage rates, the Tribe shall request applicable wage rates directly from U.S. Department of Labor.

4.9 BOND REQUIREMENTS

4.9.1 For construction contracts on Federal trust land exceeding \$100,000, the Tribe shall require bid, payment, and performance bonds, as described below. For construction contracts on non-trust land in excess of \$50,000, payment and performance bonds shall be required. The IHS may accept the bonding policy and requirements of the Tribe, provided that IHS determines that its interest is adequately protected. In lieu of such determination, the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to 5% of the bid price.
- b. A payment bond on the part of the contractor for 100% of the contract price.
- c. A performance bond on the part of the contractor for 100% of the contract price.

4.10 SUBCONTRACT LIMITS:

4.10.1 The prime contractor shall be required to perform with its employees and equipment at least 33.3 percent of the total amount of the work included in the contract. Copies of subcontract agreements may be required to verify the amount of work performed.

4.11 ADMINISTRATIVE PROVISIONS

4.11.1 The Tribe's contract shall contain the following provisions:

- a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (except small purchases).
- b. Termination for cause and for convenience by the Tribe including the manner by which it will be effected and the basis for settlement. (Contracts exceeding \$10,000).
- c. Compliance with the "Equal Employment Opportunity" Executive Order 11246 as amended. (Contracts and subcontracts exceeding \$10,000).
- d. Compliance with the Copeland "Anti-kickback" Act.
- e. Compliance with the Davis-Bacon Act. (Contracts exceeding \$2,000).
- f. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. (Construction contracts in excess of \$2,000).
- g. IHS requirements for reporting, as called for in this Agreement.
- h. IHS Indian preference requirements, or approved Tribal alternative.
- i. Access by the Federal government and the Tribe to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making an audit, examinations, excerpts, and transactions.
- j. Retention of all required records for three years after the Tribe makes final payment and all other pending matters are closed.
- k. Compliance with all applicable environmental laws and EPA regulations including Executive Order 11738. (Contracts exceeding \$100,000).

4.12 GENERAL PROVISIONS

4.12.1 In the absence of an equivalent set of General Provisions approved by Area SFC Division Director for construction contracts, Paragraph 1-45 of the General Provisions in Schedule B, Appendix B of the MOA Guidelines for the Public Law 86-121 Sanitation Facilities Construction Program - Working Draft dated June 2003, shall be included in their entirety in the Tribe's solicitation and contract. For procurement less than \$25,000, the Area SFC Division Director may approve a condensed set of these General Provisions that protects the IHS and Tribe's interests.

4.13 SPECIAL PROVISIONS

4.13.1 For procurement greater than \$25,000.00, the Tribe shall include in its solicitation and contract the Special Provisions shown as Schedule D, Appendix B of the MOA Guidelines for the Public Law 86-121 Sanitation Facilities Construction Program - Working Draft dated June 2003, unless otherwise provided for in the solicitation.

4.14 SUBMITTAL REQUIREMENTS

4.14.1 The Tribe shall include submittal requirements in the specification section of its solicitation.

4.15 FINAL INSPECTION

4.15.1 The Tribe shall conduct with the contractor, IHS representatives, and other interested parties, a final inspection of the facilities provided under the contract. Final acceptance and payment for the work by the Tribe shall not occur until the contractor has corrected all deficiencies identified at the final inspection and until the work is in full compliance with the plans, specifications and other contract requirements.

4.15.2 Work will be inspected by IHS to insure that the work performed complies with all the terms and conditions of the Tribe contract. Final IHS contribution for the work performed will not be released to the Tribe until such time as the IHS participates in a final inspection and determines that the work complies with all contract requirements.

4.15.3 Operation and maintenance of the facility or operational unit will become the responsibility of the Tribe once operation commences.

5.0 ADDITIONAL PROVISIONS FOR TRIBAL FORCE ACCOUNT**5.1 GENERAL PROVISIONS**

5.1.1 The Tribe agrees to construct the proposed sanitation facilities, with its own construction employees, in accordance with plans and specifications prepared or approved by IHS.

5.1.2 The IHS contributions to the Tribe shall be made on a monthly basis in amounts recommended for approval by the IHS District Engineer based on the costs of construction during the previous month. Any funds paid and not expended within a given month shall be applied toward the next monthly estimate and the project funds adjusted accordingly.

5.1.3 The Tribe and IHS agree to work cooperatively to complete preconstruction planning activities including equipment, material and manpower needs, wage rates, qualifications necessary for the project superintendent, construction management, and the project schedule. The

Tribe shall then complete a detailed construction cost estimate to demonstrate how the work will be performed within the project budget.

- 5.1.4 The Tribe and IHS acknowledge that project funding is limited to the amount shown in the Project Summary. If the Tribe's costs exceed the estimate in the Project Summary, the scope of the project may need to be reduced. Cost overruns discovered near the end of the project, or after completion of the construction, may not get reimbursed due to a lack of funds. Any proposed change in the project scope or budget must be approved by IHS prior to implementation.
- 5.1.5 IHS is responsible for construction inspection, approval of materials, quality control testing and final acceptance of all work. Final payment to the Tribe shall not be approved until after IHS has conducted the final inspection and approved the work.
- 5.1.6 The Tribe agrees that, 1) all of their employees working on construction or the project shall be covered by applicable workmen's compensation insurance, 2) a general public liability and property damage insurance policy shall be in force throughout the construction period.
- 5.1.7 The Tribe agrees to demonstrate to the satisfaction of IHS that a) adequate financial controls are in place to identify the source and disbursement of all funds, b) they will utilize a cost accounting system that will compare actual costs with budgeted amounts, c) accounting records will be supported by source documents, d) their procurement system complies with IHS requirements
- 5.1.8 The Tribe may not receive a profit, in excess of allowable costs, as approved by IHS in accordance with the allowable cost provisions of OMB Circular A-87.
- 5.1.9 The Tribe is responsible for jobsite safety and for compliance with all applicable State and Federal health and safety requirements. The IHS Project Engineer may stop work if a safety problem is unresolved by the Tribe.
- 5.1.10 The Tribe is responsible for resolving all tort claims, contractual disputes, protests and claims resulting from their activities on this project

5.2 ABBREVIATED COST CONTROL PROVISION

- 5.2.1 The Tribe and IHS shall agree on unit prices for the work to be performed. Prior to receiving contributions from IHS, the Tribe shall submit an itemized unit cost invoice showing the type and quantity of facilities constructed during the period covered by the request.
- 5.2.2 After appropriate deductions for cash advances, IHS shall contribute funds to the Tribe for the quantity of work performed, as demonstrated in

the unit cost invoice, at the agreed upon unit prices, plus the project administrative support costs, if applicable.

5.3 TRIBAL FINANCIAL MANAGEMENT STANDARDS

5.3.1 The Tribe shall provide the following additional features in its financial management system:

- a. The Tribe shall submit a projected cash flow schedule. The Tribe and IHS shall minimize the time elapsed between fund transfer and disbursement.
- b. A Tribal force account support fee will be paid to the Tribe in lieu of indirect costs. This fee is to cover the cost of a portion of the salaries and benefits of those tribal employees associated with project (not program) administration. The tribal force account support fee shall be 10% of the tribal disbursements for force account labor.

PROJECT BE-16-J78

PROJECT SUMMARY

BEECHTREE LANE WATER AND SEWER EXTENTION



March 2016

ONDEIDA TRIBE OF INDIANS OF WISCONSIN
ONEIDA INDIAN RESERVATION
BROWN AND OUTAGAMIE COUNTIES, WISCONSIN

PUBLIC LAW 86-121

PREPARED BY:

Kyle Jacobson -S

Digitally signed by Kyle Jacobson -S
DN: c=US, o=U.S. Government, ou=HHS,
ou=IHS, ou=People, cn=Kyle Jacobson -S,
0.9.2342.19200300.100.1.1=2001615051
Date: 2016.03.25 07:24:38 -0500

Kyle Jacobson, E.I.T.
Field Engineer
Rhineland District Office

Date

REVIEWED BY:

Digitally signed by Brian Breuer -S
DN: c=US, o=U.S. Government, ou=HHS, ou=People,
cn=Brian Breuer -S, 0.9.2342.19200300.100.1.1=2000328919
Date: 2016.03.24 15:37:19 -0500

Brian Breuer, P.E.,
District Engineer,
Rhineland District Office

Date

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL HEALTH AND ENGINEERING
BEMIDJI AREA OFFICE

PROJECT SUMMARY
For The
BEECHTREE LANE WATER AND SEWER EXTENSION
for the
ONEIDA TRIBE OF INDIANS OF WISCONSIN
ONEIDA INDIAN RESERVATION
BROWN AND OUTAGAMIE COUNTIES, WISCONSIN

PROJECT BE-16-J78
PUBLIC LAW 86-121

INTRODUCTION

The Oneida Tribe, acting through the Manager of the Oneida Well and Septic Department, submitted a project request dated March 8, 2016 to the Indian Health Service seeking assistance under Public Law 86-121 to design and construct water and wastewater facilities to serve Other Category homes along Beechtree Lane on the Oneida Indian Reservation. The Bemidji Area Office acknowledged this request and assigned project development responsibilities to the Rhinelander District Office.

This summary includes a discussion of existing facilities, recommended sanitation facilities, discussion of alternatives, diseases of environmental significance, participation, NEPA compliance, operation and maintenance, and a detailed cost estimate for the construction of the recommended sanitation facilities.

EXISTING FACILITIES

The Beechtree Lane subdivision is a new development that will consist of eight (8) lots. Currently there is no community water or sewer facilities along Beechtree Lane, however, community water distribution and sewer collection facilities are located nearby and these facilities have the capacity to be extended to serve the proposed eight (8) homes.

RECOMMENDED FACILITIES

IHS recommends construction of community water and sewer mains along Beechtree Lane and constructing water and sewer stub outs to the right-of way line for the eight (8) lots. If funding remains and homes are constructed on the new lots while the project is still active, water and sewer laterals may be extended to the homes.

Water Supply:

Construct approximately 1,200 feet of 8-inch diameter watermain, two (2) hydrants with gate valves and three (3) connections to existing water mains. These connections will be near the corner of County Highway "H" and Tall Feather Way (west side), 6 Nation Dr. (south side), and near the corner of Evergreen Dr. and Beechtree Lane (east side). Water service stub-outs to the eight (8) lots will consist of 1-inch diameter PE service lines, saddle with corporation stop, and curb stop with box at the right-of way line.

Wastewater Disposal:

Construct approximately 900 feet of 8-inch diameter sewer main, three (3) manholes, and two (2) connections to the existing wastewater collection system. These connections will be near 6 Nation Rd (south side), and the corner of Evergreen Dr. and Beechtree Ln. (east side). Sewer service stub outs for the 8 lots will consist of wye fittings and 4-inch diameter PVC pipe with a 1-way clean out at the right-of way line.

Solid Waste Disposal:

Solid waste disposal facilities will not be provided under this project.

DISCUSSION OF ALTERNATIVES

Alternatives considered for this project include individual onsite facilities, or no facilities installed. However, since community water and sewer service has previously been provided to the area surrounding this proposed extension the proposed homes will be connected to the community systems.

Individual wells and septic systems are not feasible for these eight (8) sites due to proposed site layouts, lot sizes, and the proximity of the existing community water and sewer in the area.

DISEASES OF ENVIRONMENTAL SIGNIFICANCE

Members of the Oneida Tribe are served by a tribally owned and managed clinic located in the community of Oneida. A total preventive health care program is conducted on the reservation which serves a user population of approximately 14,533. Tribal members also receive care from consultants and referral hospitals located in the Green Bay, Wisconsin area.

Due to the lack of a permanent Epidemiologist on staff, statistics regarding "diseases of environmental significance" relating to the provision of safe, adequate, and suitable sanitation facilities are not collected by the Bemidji Area Office or the Office of Environmental Health and Engineering. However, this information may be available from the Service Unit or tribal clinic through the RPMS. Also, the Great Lakes Epidemiological Center collects Epidemiological information for tribes in the Bemidji Area. This type of information may be available from the epidemiologists working for the Great Lakes Inter-Tribal Council.

PARTICIPATION

This project is being funded entirely by the Indian Health Service to provide adequate sanitation facilities for proposed new homes in the Beechtree Lane subdivision. Upon execution of the Memorandum of Agreement between the Tribe and IHS, the Tribe shall provide the required sanitation facilities and services for its direct benefit using its own internal procurement system and its own Tribal employees. IHS shall provide technical assistance and contribute funds to the Tribe for the approved cost of the sanitation facilities and services.

Funding for this project will be provided through the Bemidji Area Indian Health Service Housing Support allocation for FY 2016. **The total estimated cost of this project is \$275,000.00.**

NEPA COMPLIANCE

The IHS is required to perform an Environmental Review on all projects or ensure compliance with the National Environmental Policy Act and other environmental laws and regulations. The following is a list of some of the specific environmental concerns addressed in the Environmental Review: wetlands, floodplains, endangered species, historic preservation (including cultural resources), wild and scenic rivers, coastal zones, wilderness areas, and prime farmland. A site may be deemed unfeasible if construction at the site would violate NEPA or other environmental regulations. The IHS requests and encourages Tribal participation in all phases of the Environmental Review process.

It is unknown what level of effort will be required to complete the Environmental Review due to the nature of the review process. Therefore, IHS will be only responsible for costs as outlined in the cost estimate of this project. The IHS shall endeavor to complete the Environmental Review in a timely and cost-effective manner. However, there may be delays in compilation of information that are beyond the control of the IHS. Finalizing the project concept as soon as possible will help to prevent excessive costs and delays associated with the Environmental Review process.

An Environmental Review and Documentation form will be prepared and kept on file with the Bemidji Area Office of Environmental Health and Engineering for the proposed facilities.

OPERATION AND MAINTENANCE

It is anticipated that most of the sanitation facilities to be installed under this project will be community facilities. Operation and maintenance of any community sanitation facilities provided under this project will be undertaken by the Oneida Utilities Department. The current rate for residential water usage consists of a flat rate of \$13.36 plus \$1.22 per 1,000 gallons of water usage. The Utility Department conducts meter readings on a monthly basis. The residential sewer rate is a flat rate of \$17.76 plus \$2.15 per 1,000 gallons based on water meter readings.

Community Water and Sewer Service

Community Water Service User Fee	\$13.36/month
	Plus \$1.22/1000 gal
Community Sewer Service User Fee	\$17.76/month
	Plus \$2.15/1000 gal

PROJECT COST ESTIMATE**Sewer Collection**

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1.	8-Inch SDR 35, Sewer Pipe	900	Feet	\$ 55.00	\$ 49,500.00
2.	4-ft Diameter Manholes (~7-13ft deep)	3	Each	\$ 4,000.00	\$ 12,000.00
3.	8-inch x 4-inch Sewer Wyes	8	Each	\$ 250.00	\$ 2,000.00
4.	4-inch PVC SDR 35 Sewer Service Line	300	Feet	\$ 40.00	\$ 12,000.00
5.	One-way cleanout	8	Each	\$ 400.00	\$ 3,200.00
6.	Abandon Existing Facilities	1	LS	\$ 5,000.00	\$ 5,000.00
Subtotal Sewer					\$ 83,700.00

Water Distribution

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	8-inch PVC C900 DR18 WM	1,100	Feet	\$ 60.00	\$ 66,000.00
2.	8-inch PE DR18 WM Directional Drilled	70	Feet	\$ 75.00	\$ 5,250.00
3.	8-inch gate valve and box	5	Each	\$ 2,500.00	\$ 12,500.00
4.	Hydrant with 6-inch gate valve and box	2	Each	\$ 5,500.00	\$ 11,000.00
5.	1-inch PE water service line	380	Feet	\$ 38.00	\$ 14,440.00
6.	1-inch corporation stop with saddle	8	Each	\$ 750.00	\$ 6,000.00
7.	1-inch curb stop with box	8	Each	\$ 750.00	\$ 6,000.00
8.	Connection to existing water system	3	Each	\$ 2,500.00	\$ 7,500.00
9.	Abandon Existing Facilities	1	LS	\$ 4,810.00	\$ 4,810.00
Subtotal Water					\$ 133,500.00
Subtotal Sewer & Water					\$ 217,200.00
Contingency (~10%)					\$ 22,000.00
Subtotal					\$ 239,200.00
Project Technical Support (15%)					\$ 35,800.00
Total Cost					\$ 275,000.00

FUNDING SOURCES

IHS	\$275,000.00
Total Funding	\$275,000.00

Amount available for Construction \$239,200.00

Construction Support Cost \$35,800.00

Number of homes served by Project (8)

Cost per home \$275,000/8 = \$34,375.00

STARS/PDS Data

<u>Home Type</u>	<u>Number of Homes</u>	<u>W</u>	<u>S</u>	<u>L</u>
H5	8	B	B	Z

Total Cost of Water Supply	\$105,973.76
Total Cost of Wastewater Facilities	\$169,026.24
Total Cost of Solid Waste	\$ 0.00

**PROJECT SCHEDULE
INDIAN HEALTH SERVICE
SANITATION FACILITIES CONSTRUCTION
UNDER P.L. 86-121**

AREA: Bemidji Area Office PROJECT ENGINEER: Kyle Jacobson

PROJECT TITLE: Beechtree Lane PROJECT LOCATION: Oneida Reservation

PROJECT NO.: BE-16-J78 CAN NO.: _____ ALLOWANCE NO.: _____

PROJECT DESCRIPTION: Beechtree Ln Water and Sewer Extension

NO. HOMES TO BE SERVED: 8 DATE PROJECT APPROVED: _____

ESTIMATED COST: IHS: \$275,000.00
TOTAL: \$275,000.00

Action Item	Target Date	Actual Date	Remarks
MEMORANDUM OF AGREEMENT SIGNED	4/16		
ENVIRONMENTAL CLEARANCE	4/16		
ENGINEERING DESIGN INITIATED	3/16		
ENGINEERING DESIGN COMPLETED	5/16		
STATE HEALTH DEPARTMENT REVIEW	NA		
EPA NOTIFICATION	NA		
RIGHTS-OF-WAY REQUESTED	NA		
PROCUREMENT INITIATED	5/16		
CONSTRUCTION STARTED	6/16		
CONSTRUCTION COMPLETED	10/16		
AS-BUILTS COMPLETED	10/16		
O&M MANUAL COMPLETED	NA		
FINAL INSPECTION	10/16		
HOMEOWNER TRAINING COMPLETED	NA		
FACILITIES TRANSFERRED	NA		
FINAL REPORT COMPLETED	12/16		

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 5 / 25 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve a limited waiver of sovereign immunity for Wisconsin Public Service Contract #2016-0510

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

ONEIDA LAW OFFICE**CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT**

TO: Fawn L. Cottrell
Engineering Department

Use this number on future correspondence:

2016-0510

FROM: Michelle L. Mays, Staff Attorney *MM*

DATE: May 13, 2016

RE: Wisconsin Public Service

Purchasing Department Use

_____ **Contract Approved**

_____ **Contract Not Approved**

(see attached explanation)

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ Please note that all contracts should now be in the name of "Oneida Nation." You should soon be able to download from the Intranet updated contract forms by navigating to Finance>Purchasing> Contract Documents.
- ✓ The document is in appropriate legal form. (Execution is a management decision.)
- ✓ Requires Business Committee approval prior to execution, pursuant to ¶ 14 which requires the Tribe to submit to the laws of the State of Wisconsin which is a waiver of sovereign immunity.

If this contract is submitted to the Oneida Business Committee for approval of a limited waiver of sovereign immunity, the following information should be submitted along with the agenda review request and contract.

1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?
2. Were three bids obtained? If not, why not?
3. Was any other vendor willing to remove sovereign immunity issues?
4. What is the cost of going to another vendor?

1. There have been attempts on past projects to negotiate with the vendor that have been unsuccessful due to corporate policies.
2. Three bids were not obtained as WPS is the only local utility vendor to provide service to the area.
3. No other vendor exists for this service.
4. Alternative cost not available as no alternative vendor exists.

**Wisconsin Public Service
DISTRIBUTION FACILITIES INSTALLATION AGREEMENT**

District: 10

Project No: **0051016210**

This contract is for the installation of Gas facilities entered into on May 4, 2016 (Contract Date) between ONEIDA TRIBE OF INDIANS OF WI (Customer) and Wisconsin Public Service Corporation (WPSC).

Site Address / Description / Location : BEECHTREE LN in the TOWN OF ONEIDA, County of OUTAGAMIE, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and/or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and/or MPSC.

		<u>-Gas-</u>	
Standard System Facility Costs (Refundable)	\$0.00		\$3,786.98
Allowances	\$0.00		\$0.00
Special System Facilities Costs (Refundable)	\$0.00		\$0.00
Refundable Sub Total			<u>\$3,786.98</u>
Special Facilities Costs Non Refundable:			
System	\$0.00		\$0.00
Service*	\$0.00		
Temporary Service	\$0.00		
Non Refundable Sub Total			<u>\$0.00</u>
Gas Total:			\$3,786.98
Total Cost		<u>\$3,786.98</u>	

*This agreement does does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

Applicable refunds will be made to: Contracting Developer Property Owner Other _____

Special Provisions: This extension was installed under the Area Expansion Program (AEP). The AEP charge is based on the economics of the extension. The charge is subject to reduction if more customers are attached to this extension than the number used in the economic evaluation of this extension. Applicable AEP information for this extension is:

The AEP charge is _____ per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and/or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance Amount
	Beechtree Ln 6 lot	

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: _____ Date: _____

Mailing Address: **ATTN KEVIN HOUSE PO BOX 365 ONEIDA, WI 54155-0365**

WPSC Signature: _____ Date: _____

Work Request/Revision: <u>2183437-1</u>	Account# _____	Energized Date _____	CIS Order # <u>437243055</u>
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RECEIVED

MAY 10 2016

DEVELOPMENT/ENGINEERING
DIVISION

Wisconsin Public Service Corporation

700 North Adams Street
P.O. Box 19001
Green Bay, WI 54307-9001

www.wisconsinpublicservice.com

May 4, 2016

ONEIDA TRIBE OF INDIANS OF WI
ATTN KEVIN HOUSE
PO BOX 365
ONEIDA, WI 54155-0365

Dear Attn Kevin House:

Thank you for your request for service at: BEECHTREE LN, COUNTY OF OUTAGAMIE, STATE OF WI. Wisconsin Public Service is pleased to have this opportunity to provide you with reliable energy and our award winning customer service.

This letter confirms your acceptance of the terms and conditions of the gas and/or electric rates and tariffs associated with your request for service. It also confirms the following cost for your request:

- The enclosed electric, gas or lighting contracts need to be signed and returned to the Public Service office within 60 days of the contract date; otherwise the contract is null and void. The installation of your service will be scheduled upon receipt of contract, payment (if required), and completion of all site requirements. Mail both contracts to the Public Service office and a mutually signed contract will be returned to you.
- The cost to install your Gas facilities is: **\$0.00** service and **\$3,786.98** system. Total Gas charges are **\$3,786.98**. This cost is valid for 60 days as of the date of this letter. Payment is needed in advance of construction. Please note this Work Request: 2183437 on your check or money order.
- **Please remember that it is the customer's responsibility to perform any lawn restoration or surface repair on their private property as a result of this installation.** Service laterals being installed for the first time to your property will receive current allowances towards the cost of installation. Changes or relocation of these laterals may cause some additional expense on your part.

The following items are needed to install your facilities in a timely manner. Please provide us with the date when these items will be completed.

- Your property lines and building location need to be identified and marked.
- The basement must be backfilled and within 6 inches of final grade. Any anticipated grade changes must be discussed before the service is installed.
- The service route must be cleared 10' wide of brush, trees, debris, building materials, dirt piles, etc. and brought to within 6 inches of final grade. Please discuss any anticipated grade changes with us before the service is installed to avoid being billed for relocation costs incurred with grade changes.
- At the time of construction, all existing or proposed private underground facilities must be marked or exposed before service can be installed.
- Any required easements must be obtained and on file with our local office.

The payment calculation of this agreement is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new agreement shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, winter construction and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer. The Customer and WPS hereby agree to abide by and be subject to the rules, regulations, and schedules of WPS as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.

All of us at Wisconsin Public Service look forward to serving your energy needs. For further information regarding your new service, visit our Internet site at www.WisconsinPublicService.com. If you have any questions about the above items, please refer to **Work Request: 2183437-1** when calling us at 800-242-9772.

Sincerely,

New Service Installation Team

Enc

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 25 / 20

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Finalize O.B.C. Special Projects Budget for FY 2017

3. Supporting Materials

Report Resolution Contract

Other:

1. <input type="text" value="Special Project Request List"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Brian Doxtator/Executive Assistant to Tribal Treasurer
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Per the O.B.C. Work Meeting of May 17, 2016, the O.B.C. has requested the final Special Project list with back up information be provided to the O.B.C. for final approval for FY 2017.

Requested Motion: Approve O.B.C. Special Projects for FY 2017 budget consideration.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Tribe of Indians of Wisconsin
BUSINESS COMMITTEE



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040



UGWA DEMOLUM YATEHE
 Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

Office of the Treasurer

Memorandum

To: Oneida Business Committee
From: Trish King, Treasurer
Date: May 19, 2016
Re: Fiscal Year 2017 – O.B.C. Special Projects

This memorandum provides a final recommendation of O.B.C. initiatives requested to be funded for Fiscal Year 2017.

Initiative / Description	Alignment with Strategic Direction	Alignment with Practical Vision	Amount Requested
Supplies & Materials Examples include: Meeting materials/upgrades to Software and/or recording equipment	Committing to Build a Responsible Nation; Implementing "Good Governance" Processes, & Creating a Positive Organizational Culture	An Engaged Community, Accountable & Effective Governmental Design	\$7,000
Transportation & Per Diem – Youth Leadership for 4 adults, 12 middle school youth to Washington D.C. (June 2017)	Advancing On^yote?a.ka Principles & Committing to Build a Responsible Nation	An Engaged Community & Leaders Promote Positive Social Change;	\$35,000
Sub-contracted Services (includes outside vendors for meeting space @ Radisson, Thornberry Creek and off reservation meeting space) Examples: Budget Kick-off, Employment Law Meetings, P.L. 280 Training	Committing to Build a Responsible Nation; Implementing "Good Governance" Processes, & Creating a Positive Organizational Culture	An Engaged Community, Accountable & Effective Governmental Design	\$18,000
Special Events (Examples: Youth Leadership, O.B.C. Transition, Generation I initiative)	Advancing On^yote?a.ka Principles & Committing to Build a Responsible Nation	An Engaged Community & Leaders Promote Positive Social Change;	\$20,500

Initiative / Description	Alignment with Strategic Direction	Alignment with Practical Vision	Amount Requested
Meeting Expense (food) Community Meetings	Committing to Build a Responsible Nation; Implementing “Good Governance” Processes & Creating a Positive Organizational Culture	An Engaged Community & Leaders Promote Positive Social Change	\$2,000
Stipends (Finance Committee Community Rep)	Committing to Build a Responsible Nation	Accountable & Effective Governmental Design	\$1,200
Donations/Sponsorships (Example includes: Family Access Solutions)	Implementing “Good Governance” Processes	Leaders Promote Positive Social Change	\$10,000
I/T Printing which includes Community meetings, flyers, invitations, etc.	Committing to Build a Responsible Nation; Implementing “Good Governance” Processes & Creating a Positive Organizational Culture	An Engaged Community & Leaders Promote Positive Social Change	\$5,000
I/T Special Events (O.B.C. goodwill initiatives – Example includes: Gifts for firefighters and/or First Responders)	Implementing “Good Governance” Processes	Leaders Promote Positive Social Change	\$2,000
Total Requested for 2017			\$100,700

The following initiatives were supported, by consensus of the O.B.C., at the May 17, 2016, O.B.C. Work Meeting:

- 1) Oneida Language initiative requesting \$15,000
- 2) Tribal Signage initiative requesting \$38,000

The Oneida Language initiative does support the Strategic Direction: “Advancing On^yote?a.ka Principles” and the following Practical Visions: “An Engaged Community,” “Leaders Promote Positive Social Change,” and “Long Term Sustainability Plans.”

The Oneida Tribal Signage initiative has a direct correlation to the Oneida Tribe’s constitutional revisions and supports the Strategic Directions: “Advancing On^yote?a.ka Principles,” “Committing to Build a Responsible Nation,” & “Implementing ‘Good Governance’ Processes. The Oneida Tribal Signage initiative also supports the following Practical Visions: “An Engaged Community,” & “Leaders Promote Positive Social Change.”

Requested Action

Motion to approve the requested amount of \$100,700 for Oneida Business Committee “Special Projects Budget.” Further move to support the language fund initiative of \$15,000 to be budgeted in the appropriate Governmental Services Division budget and to support the signage initiative amount of \$38,000 to be budgeted in the appropriate Development Division budget.

Yaw^ko for your time and assistance in this matter.

Special Projects – Projected for 2017

Expense #	Description	Amount Requested
700001	Supplies & Materials: Includes: meeting materials/upgrades to Software and/or recording equipment	\$7,000
701000	Trans & Per Diem 1) Youth Leadership (4 adults, 12 middle school youth to DC (June of 2017)	\$35,000
702125	Sub-contracted Services (includes outside vendors for meeting space @ Radisson, Thornberry Creek and off reservation meeting space) Examples: Budget Kick-off, Employment Law Meetings, P.L. 280 Training	\$18,000
705105	Special Events (Examples: Youth Leadership, O.B.C. Transition, Generation I initiative)	\$20,500
705301	Meeting Expense (food) Community Meetings	\$2,000
705305	Stipends (Finance Committee Community Rep)	\$1,200
709905	Donations/Sponsorships (Ex. Family Access Solutions	\$10,000
750009	I/T Printing (includes; Community Meetings, flyers,) invitations, etc.	\$5,000
755105	I/T Special Events (O.B.C. goodwill initiatives) Example includes: Gifts for Firefighters and/or First Responders	\$2,000
Total Requested for 2017		\$100,700

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 25 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: April Skenandore, Executive Assistant
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

This procedure ensure effective administration and accountability of Oneida Business Committee members' corporate credit cards. This procedure is in accordance with the current Oneida Travel and Expense Policy.

- 1) Save a copy of this form for your records.
- 2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidation.org

ONEIDA TRIBE OF WISCONSIN STANDARD OPERATING PROCEDURE	TITLE: Business Committee Corporate Credit Card	ORIGINATION DATE: REVISION DATE: EFFECTIVE DATE: After last signature
AUTHOR:	APPROVED BY:	DATE:
DEPARTMENT:	APPROVED BY:	DATE:
DIVISION:	APPROVED BY:	DATE:
	APPROVED BY:	DATE:
EEO REFERENCE NUMBER:	COMPLIANCE REVIEW BY: <i>EEO</i>	DATE:
PAGE NO: 1 of 2	APPROVED BY: <i>HRD Manager</i>	DATE:

1.0 PURPOSE

- 1.1 This procedure ensures effective administration and accountability of Oneida Business Committee members' corporate credit cards.
- 1.2 This procedure is also in accordance with the current Oneida Travel and Expense Policy.

2.0 DEFINITIONS

- 2.1 **Non-local Travel** – non local travel is any travel which requires an overnight stay as defined within the Oneida Travel and Expense Policy.

3.0 WORK STANDARDS / PROCEDURES

- 3.1 The corporate credit card is to be utilized for non-local travel only.
- 3.2 The only items to be charged to the corporate credit card are:
 - 3.2.1 Hotel
 - 3.2.2 Airfare
 - 3.2.3 Registration
 - 3.2.4 Parking
 - 3.2.5 All other expenses i.e., per diem, taxi, luggage, will be issued through a cash advance

Procedures

- 3.3 Corporate credit card storage
 - 3.3.1 All corporate credit cards will be stored in locked box in the Business Committee Support office.
 - 3.3.2 Business Committee members may sign out their credit card no more than 5 business days prior to their approved travel date.
 - 3.3.2.1 Business Committee member is required to sign the credit card sign in / sign out log

- 3.3.3 Business Committee members are required to sign in their credit no later than 5 business days after their return date.
- 3.4 Expense Voucher
 - 3.4.1 Upon return from travel, all receipts must be submitted together to department designee who will itemize the actual and necessary expenses incurred on an expense voucher. All expenses must have receipt attached to expense voucher.
 - 3.4.2 Travel receipts and business expense receipts must be submitted to the department designee upon return from travel, so he/she can forward the properly approved expense voucher to the Accounting for reconciliation, within 10 days from the date he/she receives them.
 - 3.4.3 All travel and business expenses must be received in the Accounting Department within 10 days from the date the travel has ended. All past due advances will be automatic payroll deductions.
- 3.5 Credit Cards
 - 3.5.1 The following items are considered to be noncompliance with this policy, in addition, if any charge is not justifiable and satisfactory to the travel or expense policies they shall be considered to be in non-compliance with this policy.
 - 3.5.1.1 Questionable Costs
 - 3.5.1.1.1 The traveler will have use of the corporate credit card suspended until questionable expenses are review by the appropriate authorities.
 - 3.5.1.1.2 Unapproved charges incurred will be reimbursed through payroll deduction through the maximum deduction allowed.
 - 3.5.1.2 Misuse of Corporate Credit Card
 - 3.5.1.2.1 Misuse of the corporate credit card will result in the following:
 - 3.5.1.2.1.1 Remove the traveler from company-sponsored payment privileges such as charge cards, travel authorizations, etc.
 - 3.5.1.2.1.2 Require the expenses incurred in violation of the policy to be reimbursed to the Oneida Tribe through payroll deduction at the maximum amount allowed under law.
 - 3.5.1.2.1.3 Require the traveler to fund their own business related expenses and be reimbursed upon their return.

4.0 REFERENCES

- 4.1 Travel and Expense Policy

5.0 FORMS

- 5.1 Business Committee Credit Card Sign In / Sign Out Log

Travel and Expense Policy
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Oneida Travel and Expense Policy

Article I. Purpose and Policy

1-1. This document establishes policies governing the reimbursement of travel and expenses incurred during the conduct of company business. It is company policy to reimburse employees for ordinary, necessary, and reasonable travel expenses that are directly connected with, or pertaining to, the transaction of company business. Employees are expected to exercise prudent business judgement regarding cost effective expenses covered by this policy.

Article II. Adoption, Amendment, Repeal

2-1. This Policy is adopted by the Oneida Business Committee by resolution # BC-4-2-97-F, and amended by resolutions # 04-07-99-B, and BC-8-08-01-B.

2-2. This Policy may be amended pursuant to the procedures set out in the Oneida Administrative Procedures Act by the Oneida Business Committee or the Oneida General Tribal Council.

2-3. Should a provision of this Policy or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other portions of this Policy which are considered to have legal force and effect without the invalid portions.

2-4. All other Oneida policies, regulations, rules, resolutions, motions and all other similar actions which are inconsistent with this Policy are hereby repealed unless specifically re-enacted after adoption of this policy.

2-5. Forms or other documents needed to fully implement this policy may be created and revised by the Travel Office or Accounting Department as necessary to fully implement this policy without need for approval by any approving authority, or amendment to this Policy.

Article III. Definitions

3-1. This Article shall govern the definitions of words or phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

3-2. "Non-local travel" is defined as any travel which requires an overnight stay.

3-3. "Travel Coordinator" means the person or personnel from All Nations Travel.

3-4. "Department Designee" means the secretary or person making arrangements for individuals within departments of the Oneida Tribe.

3-5. "Traveler" means the employee of the Oneida Tribe of Indians of Wisconsin in an employment capacity, who from time to time may be authorized to act on behalf of the Oneida Tribe.

3-6. "Local Travel" is defined as travel which does not require an overnight stay.

Article IV. Non-local Travel

4-1. Any travel that is non-local travel must be authorized by the Oneida Business Committee or by the approved sign off authority prior to incurring travel expense. All non-local travel for the General Manager, Gaming General Manager, and Oneida Business Committee must be approved by the Oneida Business Committee. If immediate travel is needed, the travel must be put on the next Oneida Business Committee agenda for retro active approval. In either case, if approval is not acquired, all expenses will be the responsibility of the traveler.

4-2. Any travel for Boards, Committees, Commissions must be authorized by sign off authority as indicated within approved by-laws.

4-3. *Total Representation.* The Oneida Tribe recognizes that multiple representatives are sometimes necessary to obtain the greatest amount of information being presented. However, representation shall be limited as follows.

a. *Single Representative.* In all instances, a single employee may be approved for non-local travel as a representative.

b. *Multiple Representatives.* In all cases where more than one employee, regardless of the office or department of the Oneida Tribe is approved for non-local travel, justification for all employees must be presented.

c. *Limited Number of Representatives.* In all cases where more than fifteen employees will be approved for non-local travel, approval from the Oneida Business Committee must be obtained prior to travel for all employees approved to travel.

4-4. *All Nations Travel.* All non-local travel involving transportation and lodging must be arranged through All Nations Travel. That office may manage travel vouchers and expenses if in its judgement sufficient personnel is available to accurately managed such responsibilities. Where All Nations Travel is unable to manage travel vouchers and expenses, the department designee shall monitor this paperwork.

Article V. Travel Advances

5-1. Travel Advances may be obtained for non-local travel only, and are based upon the rates allowed for federal employees as set out in 41 C.F.R. Part 301 and as amended from time to time in the Federal Register.

a. Accounting computer generated and numbered Travel Authorization forms which require the signature of the Tribal Treasurer, Chief Financial Officer, or by the approved sign-off authority, shall be required for all advances. 100% of the Travel Advance request is allowable.

b. In order to obtain discounts and reduced fees, information regarding the travel must be submitted to the Travel Coordinator or appropriate department designee at least 7-10 days prior to departure date, when possible. The Travel Coordinator or department designee will fill out the necessary forms to get the proper approval, proper approval consists of the approved sign off authority, and forward the Travel Advance request to the proper accounting staff.

c. All Travel Advance requests are to be made through the Travel Coordinator office or department designee who will work with the appropriate accounting department staff to finalize all arrangements, which will include airfare, hotel, per diem, taxi, business expense, registration fees and car rentals.

5-2. Travel Advances are computed in the following manner by the Travel Coordinator or department designee. Days are divided into five sections: 12:01 a.m. to 4:30 a.m.; 4:31 a.m. to 10:30 a.m.; 10:31 a.m. to 4:30 p.m.; 4:31 p.m. to 10:30 p.m.; and 10:31 p.m. to 12:00 p.m.

a. When a change in the per diem rate is made during a day, the rate of per diem is effect at the beginning of the quarter in which the change occurs shall continue to the end of that quarter. Example: travel to Madison on the 5th at 9:00 a.m. and then on to Washington, D.C. on the 6th leaving Madison at 3:00 p.m. Per diem rate for the first and second quarter will be for Madison, and the rate for Washington will begin at 6:00 p.m.

b. *Beginning and Ending of Entitlement.* For computing per diem allowances, official travel

begins at the time the traveler leaves his home, office, or other point of departure and ends when the traveler returns to his home, office, or other point of conclusion of his work related trip. Vacation time taken in conjunction with a business trip is at the travelers expense.

c. *Lodging.* There is also a allowable amount for lodging which is listed with the per diem rates. If lodging exceeds rate, justification of exceeding that rate as well as , the supervisor's approval is needed.

d. *Other.* Taxi or car rental expenses use an estimated amount.

e. *Business Expense.* Use an estimated amount if needed.

f. Any other expenses incurred outside the normal rates will not be allowed unless approved by the Oneida Business Committee or approved sign-off authority.

g. *Private Car Mileage Rate.* Milage will be reimbursed at the rate allowed in the Code of Federal Regulations. Multiply the current rate times the estimated mileage expected for a round trip. Upon completion of travel, actual odometer readings must be turned in to the Travel Coordinator or department designee, from which the adjustments to the final travel costs will be computed.

h. Travelers cannot claim Business Expense and Per Diem for the same meals.

i. Travelers shall not claim Per Diem for designated meals when meals are included in the Conference Registration.

j. Per diem is allowed for non-local travel of the travel exceeds 12 hours.

Article VI. Air Fare

6-1. Advance notice must be given to the Travel Coordinator or department designee so that he/she can get discounts and/or government rates. Discounted rates are available for 7-day advance notices, 14-day advance notices, and 21-day advance notices. Some rates require a Saturday night stay and other restrictions may apply. The Oneida Tribe encourages the traveler to stay over the Saturday night if it is cost effective to the Oneida Tribe.

6-2. It is the traveler's responsibility to sign themselves up for frequent flyer numbers with each of the individual airlines for frequent flyer miles.

6-3. All frequent flyer miles and frequent flyer airline tickets, bonus and bank miles are the property of the individual traveler. This will not guarantee that the individual will only fly one particular airline to receive their miles, but will fly the airline that best accommodates the traveler's schedule.

6-4. The individual department will pay for change fees charged by the airlines, provided that the change is related to business and not personal. Example: A traveler is scheduled to leave on Saturday at 10:00 a.m., but wants to leave at 5:00 p.m. because he/she is required to attend a General Tribal Council meeting at 10:00 a.m., this change fee would be covered by the Department. Fees charged for missed flights due to late arrival by the traveler may be the responsibility of the traveler, not the Tribe.

6-5. Whenever possible travel arrangements must be made in advance and changes to these arrangements are not encouraged. Once arrangements are finalized, the airlines charge a penalty fee for each change. Sometimes the traveler may not be charged, other times airlines charge a fee at the ticket counter and the traveler will have to pay out of pocket. It is necessary to keep the receipt that the airlines gives the traveler in order to get reimbursed for the change fee, if applicable.

6-6. Class of service will always be booked in discount or coach class unless there is no availability in this service, then business or first class will apply for all domestic and international travel unless

for medical or physical reasons.

6-7. Travelers should limit themselves on the same flight to limit exposure to loss of key personnel in the event of an accident.

6-8. All charter and private flights should be booked through the Travel Coordinator's office and should be booked only when the domestic airlines cannot accommodate the traveler to and from his/her destination in the allowed time or if it is cost effective.

6-9. Use and approval of prepaid tickets should be made through the Travel Coordinator's office to insure the necessity of the cost for prepaid tickets.

6-10. Denial of boarding is the responsibility of the traveler and not the Oneida Tribe and any cost incurred is the traveler's responsibility.

6-11. Any unused ticket is the property of the Oneida Tribe. Dates and times can be changed for future use within 1 year of the date of ticketing, with a penalty fee, but names or airlines cannot be changed. All unused tickets are to be sent to the Travel Office to be used towards future travel and will be monitored through the Travel Office.

6-12. Cancellation and payment of airline tickets are the responsibility of the department ordering the ticket.

6-13. Travelers traveling will use the most cost effective form of travel, whether flying or driving. Travelers who wish to drive, and if flying is cheaper, will receive mileage only up to the cheapest airline ticket available. The individual department will determine which form of travel will be used. Per diem will be paid beginning at noon one day before the meeting and end at noon one day after the meeting on all travel where the employee chooses to drive rather than fly to a location farther than 100 miles from the Oneida Reservation.

Article VII. Lodging

7-1. All Tribal travel requiring an overnight stay must be requested at Government Rates according to the Federal Register. Anything above that rate will need Tribal Treasurer, Chief Financial Officer and/or the General Manager's or Gaming General Manager's approval on the expense voucher.

7-2. Hotel reservations must be made as close as possible to the meeting place, airport, or the safest hotel in the area.

7-3. Hotels will not be selected to fit into a traveler's frequent flyer guest programs, but must be selected by location and rate.

7-4. It is the responsibility of the traveler to cancel hotel reservations while out on travel to reduce the cost of no-shows. Any no-show charges may be the responsibility of the traveler.

7-5. Only the following are included in your hotel expenses: room, tax, occupancy tax, telephone, fax, parking for rental car. All other expense will not be reimbursed.

Article VIII. Car Rental

8-1. The Oneida Tribe has a corporate negotiated rate with National Car Rental, see Travel Coordinator for corporate identification number.

8-2. The use of alternate transportation such as taxi, hotel shuttle, public transportation, subway, metro must be used when less expensive.

8-3. Insurance on all car rentals is covered by the Oneida Tribe's insurance policy. The driver must be on the approved Tribal vehicle drivers list with Human Resources Department before departure. No exceptions will be made.

- 8-4. Car rental will only be used if the event is farther than a 15 mile radius of the hotel.
- 8-5. Car rental advances must be submitted on the Travel Authorization before travel is taken.
- 8-6. Car rentals will be made in the compact or mid-sized categories.
- 8-7. Any upgrades will be the employee's responsibility and must be reimbursed to the Oneida Tribe.
- 8-8. A full sized vehicle or mini-van may be requested where there are three or more employees utilizing the rental vehicle.
- 8-9. Fuel charges assessed by the rental company will be the employee's responsibility.
- 8-10. Insurance coverage or charges beyond one driver will be the employee's responsibility. Under no conditions shall additional drivers be approved who are not also approved as drivers of Tribal vehicles.
- 8-11. Employees are required to report accidents to the following persons.
 - a. Local law enforcement agencies.
 - b. Rental company.
 - c. All Nations Travel.
 - d. Human Resources Department upon return.
 - e. Risk Management upon return, with copies of all paperwork.

Article IX. Expense Voucher And Receipts.

- 9-1. Upon return from travel, all receipts must be submitted together to the Travel Coordinator or department designee who will itemize the actual and necessary expenses incurred on an Expense Voucher. All expenses must have receipt attached to the Expense Voucher. This applies to both travel advances and business expense reimbursements. Following are the requirements for reimbursable/allowable receipts:
- a. If exceeding Per diem rates, all receipts are needed.
 - b. All receipts must be a tape register receipt or a credit card receipt. Handwritten receipts will not be acceptable. The only exceptions to this provision, are:
 - 1. Taxi receipts
 - 2. Receipts for the purchase of materials, in which case the date, price, description of material, and signature of the seller must be clearly legible.
 - 3. Lodging in a dwelling other than a hotel, etc. Example: Land Claims Commission members travel to Canada and usually stay with other members from Canada, they pay the individual for the room and receives a receipt for reimbursement. Receipt must have name, address and telephone number of host/hostess.
 - c. Expenses should also meet those requirements set forth in section 9-4.
- 9-2. All travel requiring an overnight stay, must be accompanied by a lodging receipt from the establishment providing the traveler's accommodations which clearly establishes the nightly rate for single occupancy for the room occupied and the numbers of nights the traveler utilized the accommodations. If voucher is not properly supported, it will be returned to the traveler, and reimbursement will not be allowed.
- 9-3. *Telephone Calls.* One personal phone call per day is allowed. Where more than one personal call is made, the first call made will be the allowed expense. Provided further, that personal calls in excess of \$15.00 will have all charges in excess of \$15.00 the responsibility of the employee. We encourage the travelers to use 1-800's when possible. *See also Cellular Phone Policy.*

9-4. *Business Expense.* This procedure applies to all purchase requisitions, appropriation requests, expense vouchers and cash advances. Travelers cannot claim business expense and per diem. In order for a meal to be considered as a business expense the following conditions shall be met.

- a. The bill shall not contain any amounts which represents the purchase of alcoholic beverages. *See Oneida Business Committee Resolution # 1-13-93-A*
- b. The persons meeting must be a combination of Tribal employees(s) or official(s) and non-Tribal representative(s).
- c. The non-Tribal representative(s) must be vendors, consultants, independent contractors or other parties that are doing business with the Oneida Nation.
- d. In most instances the maximum group sizes must number fifteen (15) or less. Groups larger than fifteen (15) must receive prior approval from the Oneida Business Committee. If prior approval is not received, payment or reimbursement may be denied.
- e. The allowable amount must fall within the guidelines established by the Federal Government for meals. If an estimate of the requested needed appears to fall outside the guidelines it will be necessary for the claimant to receive prior approval from the same person or persons stated in sec. 9-4(d).
- f. Consideration should be given to patronizing Tribally owned business and Indian preference vendors certified by the Compliance Division.
- g. Meetings conducted with other Tribes, government officials and delegates will be considered as a promotional business expense.
- h. The purchase requisitions or appropriations request must be supported by a the Expense Voucher form.
- i. *Enforcement.* If for any reasons the purchase requisition, appropriation request, or Business Expense Reimbursement form is rejected, it is the responsibility of those attending to make payment. If payment cannot be made, arrangements will be made to withhold the amounts from the paycheck.
- j. All matters should be executed as authorized by the appropriate official to establish full accountability for all actions.

9-5. Travel receipts and business expense receipts must be submitted to the Travel Coordinator or department designee upon return from travel, so he/she can forward the properly approved expense voucher to the Accounting Department for reconciliation, within 10 days from the date he/she receives them. Any reimbursements from Expense Vouchers due the individual will be made to the traveler in the next check run date.

9-6. All travel and business expenses must be received in the Accounting Department within 10 days from the date the travel has ended. All past due advances will be automatic payroll deductions.

9-7. All non-local travel and business expenses must have a written report or an explanation detailing the purpose of the expenses. Again all receipts must be attached. The purpose of this report is to substantiate the benefits accruing to the Oneida Tribe and/or contracting program. All Oneida Business Committee travel reports will be submitted to the Oneida Business Committee for approval at their regularly scheduled weekly meetings. Verbal reports can be given to the Oneida Business Committee at their weekly meetings, but due to the fact that the auditing process requires a written travel report for each trip, a written report must be submitted to the Travel Coordinator within 5 days of the oral report. If for any reason, the report is unacceptable, the traveler will be responsible to reimburse the Oneida Tribe for any cash advance relating to the unacceptable travel

report.

9-8. All tips are reimbursable by the Oneida Tribe.

9-9. Non-reimbursable charges include, but are not limited to the following items:

- a. Baby-sitting
- b. Personal entertainment, in room movies
- c. Luggage
- d. Toiletries
- e. Magazines and subscriptions
- f. Traffic fines
- g. Barber/ hairstylist
- h. Dry cleaning, provided that dry cleaning expense during any travel over five days is reimbursable.

Article X. Local Mileage

10-1. Local mileage reimbursement should be submitted to the Accounting Department on a monthly basis on the Mileage Reimbursement form. Any mileage reimbursement request submitted to the Accounting Department after fiscal year end, as established by the Chief Financial Officer, will not be reimbursed.

10-2. Individual eligibility must be maintained with Human Resources Department in order to receive mileage reimbursement in accordance with the Vehicle Drivers Policy.

10-3. All information on the Mileage Reimbursement form must be identified for reimbursement as determined by approved procedures.

Article XI. Credit Cards

11-1. American Express is the official credit card company for the Oneida Tribe of Indians of Wisconsin and the credit card is to be utilized for official business travel only.

11-2. Applicants must travel a least 5 times per year to qualify for the Corporate Card.

11-3. These cards will be issued in the name of each traveler and the Oneida Tribe. Applications will be made through the Travel Coordinator on American Express applications.

11-4. Each individual will be required to sign an Agreement form stating that they will be responsible for the account that is in their name, and will support all charges made to that card with proper receipts.

11-5. Cash advances on the credit card cannot be made.

11-6. The following items are considered to be in non-compliance with this policy, in addition, if any charge is not justifiable and satisfactory to the travel or expense policies they shall be considered to be in non-compliance with this policy.

a. Questionable Costs.

1. The Travel Coordinator and/or Accounting Department may require further explanations or substantiation for questionable expenses.
2. A memo will be sent to the traveler, with a copy to his/her supervisor requesting explanations or documentation.
3. The traveler will have use of the corporate credit card suspended until questionable expenses are reviewed by the appropriate authorities.
4. Unapproved charges incurred will be reimbursed through payroll deduction

through the maximum deduction allowed.

b. *Misuse of Corporate Credit Card.*

1. A traveler will have one (1) letter notifying of misuse from the Travel Office Supervisor.
2. The second letter of notification will be copied to supervisor and Area Manager.
3. The third letter will be copied to the General Manager, Gaming General Manager or Tribal Treasurer whichever is appropriate, with the option to
 - A. Remove the traveler from company-sponsored payment privileges such as charge cards, Travel Authorizations, etc.
 - B. Require the traveler to fund their own business related expenses.
 - C. Require the expenses incurred in violation of the policy to be reimbursed to the Oneida Tribe through payroll deduction at the maximum amount allowed under law.
 - D. Subject the traveler to disciplinary action in accordance with the Personnel Policies and Procedures.

11-7. *Travel Coordinator's Responsibilities.*

- a. Cards will be kept in the Travel Coordinator's office in a safe and must be signed out on the Sign Out form. When the traveler is going out of town for more than one full 24 hour day the cards must be turned in with the receipts the following working day of his/her return.
- b. Applications and Agreement forms will be kept in the Travel Coordinator's office.
- c. Reconciliations and payment to American Express is the responsibility of the Travel Coordinator's office and the Accounting Department. The American Express bill arrives on the 15th of every month and must be reconciled and paid by the end of the month.

11-8. *Card Member's Responsibilities.*

- a. It is the responsibility of each card member to send copies of all credit card charges, including food charges, and expense vouchers to the Travel Coordinator's office within two (2) days of return of travel.
- b. Card members must submit the card back to the Travel Office within two (2) days of return of travel.

11-9. Receipts not turned in with the travel voucher may be the responsibility of the traveler.

11-10. For any receipts that show up on the American Express bill that are not on the expense voucher, the total charge must be reimbursed to the Oneida Tribe.

11-11. If meals are charged on the American Express, and the employee received per diem, the full amount of the charge will be reimbursed by the traveler. However, if the employee charges any meals on the American Express for non-Tribal employees, this expense will be covered by the Oneida Tribe. The sign-off form must accompany the expense voucher justifying the expense.

Article XII. Travel Agency

12-1. With the implementation of the official authorized travel agency, it is recommended that the travelers of the Oneida Tribe not use any other travel agency to process and arrange its booking for employee travel. Travel should be booked through the designated travel agencies or their emergency weekend number. Personal travel may also be booked through our designated Travel Agency.

Article XIII. Extended Travel

13-1. Travel which includes the combination of work and personal time must clearly identify the following:

- a. If the traveler spends extra days on a business trip for personal reasons, all tribal funds and coverage stops at the point that the traveler would normally return home.
- b. The traveler must take personal or vacation time for any extra days.
- c. Traveler cannot get reimbursed for expenditures while on their own time.

Article XIV. Conduct on Travel

14-1. The traveler empowered to act for or on behalf of the Oneida Tribe may travel on official business pertaining directly to the Oneida Tribe. Traveler is considered to be on official travel from departure of work site/home to return work site/home of travel. While on official tribal business the traveler shall use professional care exercised at all times.

14-2. The traveler may be asked to provide proof of attendance to all meetings or proceedings that the traveler is authorized to attend.

14-3. The individual upon return, is required to submit a written report to his/her immediate supervisor.

14-4. No use of intoxicants, which would impair a traveler's ability to represent, or which would discredit, and or embarrass the Oneida Tribe and its members.

14-5. Illegal drugs or barbiturates shall not be used while representing the Oneida Tribe and its members.

14-6. No social activity that demoralizes or causes embarrassment to the Oneida Tribe shall be tolerated.

14-7. No immediate family or friends shall travel at Tribal expense unless delegated by the Oneida Business Committee.

14-8. No personal business or business unrelated to the Oneida Tribe shall be acted on while on official business.

14-9. A traveler's actions which violates this section shall be brought to the attention of their supervisor and he/she will take disciplinary action.

Article XV. Special Group Travel

15-1. All group travel should be booked through the Tribal Travel Agency. Some group sizes over 15 people may qualify for a discount.

15-2. Depending on the size of the group, one coordinator shall be identified for the group and shall be with the group at all times.

15-3. Names of travelers must be confirmed at least 1 month in advance for confirmation with the airlines, and to defray any name change fees.

15-4. Rooming list should be established 1 month in advance to account for any special needs.

15-5. All ground transportation must be confirmed 1 month in advance.

15-6. If the group travel consists of elderly, consideration should be made for a nurse to be in attendance.

15-7. Any drivers must be on the Approved Drivers List before travel is taken.

15-8. All travel must have prior approval by the appropriate sign off authority.

15-9. A final list of participant's names, phone numbers, and emergency contact persons must be

submitted to the department staff and the Travel Office before leaving.

15-10. A staff member must call in to the department each day to report on status of the trip.

Article XVI. Department Travel

16-1. Departments will limit themselves to three (3) people from the same department to travel to the same conference, workshop, or seminar and are recommended to share any pertinent information they have with others from their department. Special occasions may develop that need additional personnel from the same department to attend, provided that written approval from the General Manager, Gaming General Manager or Oneida Business Committee is needed, with an explanation for the additional personnel. This will exclude departments that need training hours for specific certifications.

End.

Adopted - BC-1-6-79-A (Application of federal rates to travel)

Adopted - BC-4-2-97-F

Amendments - BC-04-07-99-B

Amendment - BC -7-03-02-C

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 5 / 25 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Submitted by: Mercie Danforth, Executive Assistant/Comprehensive Health

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Comprehensive Health Division quarterly report. Requested Action: Approve Report.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Comprehensive Health Division
Oneida Community Health Center
Behavioral Health Services
Anna John Resident Centered Care Community
Employee Health Nursing



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



PO Box 365

Oneida, WI 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

**ONEIDA COMPREHENSIVE HEALTH DIVISION
DR. RAVINDER VIR MEDICAL DIRECTOR
DEBRA DANFORTH, RN, BSN, OPERATIONS DIRECTOR
DIVISION UPDATE
Quarter 2 FY 2016
January-April, 2016**



Executive Management Team:	
Division Dir-Operations, Debra Danforth RN, BSN,	869-4807
Division Dir-Medical, Ravinder Vir, MD,	869-4808
Asst. Operations Director, Judi Skenandore,	869-4809
Executive Assistant, Mercie Danforth	869-4810
Business Operations Director, Jeff Carlson,	869-4805
Ancillary Services Director, Dave Larson,	869-4820
Director of Nursing-OCHC, Sandra Schuyler,	869-4906
Behavioral Health Manager, Mari Kriescher,	490-3737
Employee Health Manager, Mary Cornelissen	405-4492
AJRCCC Administrator, Dave Larson (Interim)	869-2797
Public Health Officer, Eric Krawczyk,	869-4812



THE ONEIDA COMPREHENSIVE HEALTH DIVISION IS COMPRISED OF:

*Oneida Community Health Center (OCHC)
Anna John Resident Centered Care Community (AJRCCC)
Oneida Behavioral Health (OBH)
Employee Health Services (EHS)*

VISION:

A progressive sustainable health system that promotes Tsi'niyukwaliho tá (Our Ways).

MISSION:

We provide the highest quality, holistic health care to ensure the wellness of OUR Oneida Community.

VALUES:

Responsive Leadership: *Consistent attentive listening, honesty, doing the right thing, timely decision making and seeing issues resolved to completion.*

Culturally Sensitive: *Meeting people where they are and being sensitive to their unique needs as human beings within the Oneida Community.*

Continuous Improvement: *Striving to achieve a higher quality of health care and a higher performing workforce through our Commitment to Learning and Growth.*

Communication: *Fostering honest, respectful and timely communication with the appropriate level of transparency.*

Safety: *Striving for an environment that provides the highest level of physical and emotional safety for our patients, employees and community in an environment free of fear, retaliation and repercussion.*

Respect: *Create a welcoming and compassionate environment focused on the individual needs of OUR community and Health Care Team*

OUR 2015-2018 STRATEGIC PLAN IS FOCUSED IN FOUR SPECIFIC AREAS:

1. Improve Population Health Management
2. Continuous Quality Improvement
3. Optimize Technology
4. Enhance Our Workforce

OUR 2015-2018 INITIATIVES THAT WILL BE FOCUSED TO ACHIEVE OUR STRATEGIES:

1. **Accreditation:** The Comprehensive Health Division will validate and assure the community the delivery of the highest quality health care services in achieving AAAHC (Accreditation Association for Ambulatory Health Care) accreditation by December 2016 through team work, leadership and commitment. By accomplishing accreditation we will provide staff a sense of accomplishment, increase quality of care, enhance public validation for community/customer satisfaction, improve recruitment/retention of providers, and increase the probability of outside funding.
2. **Advancing Technology:** Utilize innovative State of the Art technology and data analytics to continuously improve wellness and health outcomes.
3. **Optimize staffing processes:** To work collaboratively with HRD to enhance the Division processes for recruitment, hiring, and retention and provide recommendation (s) for change to the Oneida Business Committee by September 30, 2017. By enhancing the recruitment, hiring, and retention processes we will have a lean hiring practice, improve our recruitment and retention, enhance our services from HRD (letters, market analysis), have improved collaboration/working relationship with HRD, fill all vacancies with qualified people in a timely manner, and improve our Supervisor/Director satisfaction with HRD processes.

IMPROVE POPULATION HEALTH MANAGEMENT

Initiatives: Optimizing staffing processes and Accreditation

- Access to care remains sub optimal across the Health Division.
- We continue to recruit for vacancies in Primary Care including Pediatrics, Family Practice and Internal Medicine
- Recruitment and retention of Health Care Providers and professionals continues to be a challenge throughout the country not just for Oneida.
- Lack of dedicated Information Technology (MIS) resources continues to be major risk for continued operations in an environment where all records are now electronic. This has become even more evident with the experience of the Dental Breach. We have only one security officer for the whole organization!
- Limited Succession planning for future retirements of staff with longevity and the restraints within the organization limit options available

Medical

- Routine appointments are currently booking 6-8 weeks out for the Medical Clinic

Behavioral Health

- ATODA Intake -5 weeks
- ATODA C2 Individual Session (C2-Counseling 60 min) (Individual Sessions/Routine)-3 days
- Co-Occurring Intake-7 weeks

- Co-Occurring C2 Individual Session (C2-Counseling 60 min) (Individual Sessions/Routine)-1 week
- Mental Health Intake-17 weeks
- Mental Health (Individual Sessions/Routine)-2 weeks
- Vet Evaluations-10 weeks (These are ONLY for Veterans who are seeking services/benefits through the VA)
- Psychological Evaluations- 6 Weeks
- Psychological Follow Up- Today
- Psychiatric Child Evaluation- 4 weeks
- Psychiatric Child Medication Check (Routine) - 3 days
- Psychiatric Adult Evaluation- 5 weeks
- Psychiatric Med Check (Routine) - 3 ½ weeks
- Psychiatric Evaluation Follow Up- 6 weeks
- **See attached data by provider**
- **See attached data for No Show data for Behavioral Health**

Optical

- Routine exams are booking 5 months out for Optical
 - Optical does have a walk-in clinic on Monday and Thursday mornings for patients who needs their appointments sooner. A sign-up begins at 7:45 AM and the patient will need to wait to be seen.
 - Optical also sees emergencies as needed
- Dr. Cynthia Malvitz Overly, OD started as an Independent Contracted Optometrist on March 18th, 2016.

Dental

- Routine exam & filling appointments are currently booking 3 weeks out for Dental Clinic
- Emergencies are seen daily
- Dental Clinic cleaning appointments, are 4 months out improved by 2 months
 - Patients are called to come in sooner if there are cancelations in the schedules
- Dental has started a new process of paging internally within the OCHC when there is a dental opening as well as sending out notices Tribal wide to fill vacancies within the schedules.

ANNA JOHN RESIDENT CENTERED CARE COMMUNITY (AJRCCC) UPDATE:

- Shared activities between AJRCCC and Elder Services continue on a scheduled plan.
- The Congregate Mealsite hours of operation are Monday through Friday from 8:00 AM to 4:30 PM and continues to average 80-100 per day in attendance.
- Current census is on average 46-47 as of May 1, 2016. There will be continued need for the use of Agency staffing based upon resident acuity and staffing needs, however, the use of Agency has decreased significantly as we have been hiring our own staff.
- The following positions have decreased the use of Agency staff to be in compliance with the State license requirements based upon patient acuity and number of admissions: Certified Nursing Assistants and some Nursing positions due to the hiring of Tribal hired staff.
- The Finance Coordinators have been doing an excellent job in submission and recoupment of third party revenues for the facility and have made tremendous progress in collections. There will be a request coming forward to support the expansion of the AJRCCC work force for the permanent hiring of an additional Finance Coordinator position.
- Dave Larson is currently the Acting Administrator for the AJRCCC.

OPTIMIZE TECHNOLOGY

Initiatives: Advancing Technology and Accreditation

ELECTRONIC MEDICAL RECORD (EMR):

- Behavioral Health's Clinical Informatics- Therapist Kristin Shaw started on 2/15/16
- The most recent upgrade was made to Centricity Practice System on 1/09/2016. This version is 12.0.11. There will be an additional upgrade tentatively in May 14, 2016. We are awaiting the general release of this new version from GE which will affect the stated upgrade date.
- **HIPAA Security Policies/Procedures:** HIPAA and EMR SOP training began 10/16/15. We provided 12 trainings along with a couple departmental trainings. We will be finalizing an E Learning for all of the staff to be trained on all of our new EMR SOP's that may missed the scheduled sessions along with new hires. We thought it was best to

train everyone in person in case they have any questions. We are required to provide yearly HIPAA training.

- **Patient Portal-** We continue to work on adoption and education to patients on the concept of the patient portal and to encourage patients to be engaged in their healthcare through technology and online access to their healthcare information. We have joined the teams of Medical, Behavioral Health, Optical and Dental to have a combined access page to the three portals for all OCHD patients. We are working on a joint pamphlet and advertising to promote all three portals as a whole. Centricity Core Team members received three training sessions and set up of the Automated Clinically Messaging functionality to the Medical Portal. This functionality will provide providers the ability to send mass messaging to patients and Consult and Visit documents securely to patients and outside providers automatically via the patient portal.
- **E-Signature-** We have received the I-pads and security accessories required for the implementation of E-Signature. Once the applications have been loaded to the devices, testing will begin as well as the development of the forms that will be used. We plan to start with the registration areas in medical, behavioral health, optical and dental with a roll out the registration forms.
- **Meaningful Use (MU)-** Attestation data for 2015 is available and will be submitted to Centers for Medicare & Medicaid Services (CMS) when the portal is available. We have received notice that the state will not be ready to accept 2015 data prior to May 15, 2016. We will have until July 31, 2016 to submit data for our eligible providers at that time. We will continue to work with vendors to add needed functionality in order to meet the required measures. The next step in MU will require that we attest and report a full year of data for the MU measures for Modified Stage 2 according to CMS guidelines. We are required to continue to follow the guidelines for the Medicaid program of Meaningful Use to avoid reimbursement penalties from CMS. We have been working with MetaStar to help all areas understand and meet Meaningful Use and its different programs.
- **Physician Quality Reporting System (PQRS)-** data for 2015 was submitted successfully to CMS, meeting the deadline of February 29, 2016. As an organization we successfully met 21 clinical quality measures (CQM) over 4 domains. Requirement was at least 9 CQM's over three domains.
- **Proximity Cards-** Project charter is completed and we have received sign off. We will be submitting this for a purchase order in order to begin the project with Imprivata. A project plan and kick off will be next steps.
- **WIR- Scientific Technologies Corporation (STC) -** the selected vendor continues to assist us with our interface with the Wisconsin Immunization Registry (WIR). We have successfully been submitting data to WIR since mid-November. We continue to work on inventory and errors with the interface of queries from WIR. STC continues to change interface and version of software to finish the implementation.
- **REPORTS-** Working with Cognos on the functionality to determine if they will be able to pull quality assurance, outcome reports, Medical Provider reports, no show, access to care etc. We have completed reports for Behavioral Health which are attached to this report as back up.
- **Population Health Management-** The draft project charter has been completed. A site visit with Bellin was scheduled for 4/15/16. The project charter is complete, a team and project manager have been selected and work will begin on the Request for Proposal.

PATIENT MANAGEMENT SYSTEM (PMS)

- **Batch Eligibility-** Emedapps 271 Submission files have been going through successfully for the most part, since implementation of December 2015. There happens to be occasional glitches which result in some of the records erring out, but are fixed almost

immediately. Further investigation of resulting errors are being researched though to see if these errors can be stopped.

- Further EDI Eligibility research is being conducted at this time to add some of our other main insurances to be able to electronically check insurance eligibility on a patient in real-time, directly from GE Centricity.
- Compulink PROD last update was to version 11.0.6.2 on 11/23/15.
- Optical is continuing to test the new version of Compulink 11.0.6.4 within Dev environment.
- There are still issues within optical reports generated from Compulink due to the vendor no longer supporting Crystal Reports. We are continuously working with MIS, to resolve these issues.

CONTINUOUS QUALITY IMPROVEMENT

Initiatives: Accreditation

Accreditation of the Health Division

- We have added an additional hour each month to the Quality Assurance (QA) meeting time to accommodate for the necessary time to address only issues related to accreditation on a monthly basis.
- In addition, we have changed the meeting time to accommodate input from our providers who have joined the team. The new time will enable them to attend the meetings and not interrupt patient care.
- Initial planning is taking place on creating a reporting structure for the additional Health Division Committees i.e. Pharmacy and Therapeutics, Infection Control, etc. to report their meeting minutes to the QA team.
- Continuing to work on Accreditation Association for Ambulatory Health Care (AAAHC) Standards
- We have begun a full review of all policies and procedures and are meeting with each department to begin working on QA studies if they are not currently conducting QA studies within their areas.

Public Health Accreditation

- Public Health Accreditation. Goal is December of 2016.
- There are a total of 12 Domains in the public health accreditation process. We are excited to share that we successfully completed review of Domains 8 & 4 this quarter! This means we are all set to load these documents once our application is approved. To incentivize staff and continue with the team effort approach, all CHS staffs are rewarded with an approved Jean Day each time a Domain review is completed. Additionally, we are greater than 50% through our review of Domain 3.
- Met with Communications Dept in March 2016 about developing a communication plan to highlight public health accreditation efforts and newly developed public health video.
- Continue to complete required monthly reporting and activities related to the Tribal accreditation grant we received in Nov 2015.
- The Huston Department of Public Health is considering us to join them in a beta test of the software system they developed to maintain and track our documentation specifically for PHAB. Very exciting.

- We applied and were awarded a Tribal mentoring opportunity that will pair us with an accredited health department in WI to assist us in our journey. We have really good working relationship with several health departments; however this opportunity will formalize the relationship with one of them.
- As part of Prevention grant dollars, we had to add a public health accreditation objective to receive all available funding. We selected completion of readiness assessment as we already need to do this before moving to the next step of the accreditation process.
- We are close to an approved Performance Management Plan for CHS Dept. This plan links to the Comprehensive Health Division QI Plan.
- Preparedness coordinator Anna Destree is assisting Michelle develop and prepare to train CHS Dept on QI and the model Plan-Do-Check-Act- slotted for a CHS Dept meeting in July 2016. The Comprehensive Health Division QI committee was open to piloting the training before July.
- "This is Public Health" video was completed with the assistance of Tourism which is a requirement for the accreditation.

Dental Breach

The Oneida Nation is providing this public notification in compliance with federal law. On February 17, 2016 a flash drive containing the limited details of dental patient information was internally stolen from our dental offices at the Oneida Health Center located at 525 Airport Drive, on the Oneida Reservation.

- The theft was discovered the same day and law enforcement was immediately notified. Since that time, the police and internal investigation have been ongoing. Although law enforcement investigated the situation, the flash drive has not been recovered.
- It has been determined that the flash drive contained the following limited dental information for 2700 patients seen between 02/07/15 through 02/17/16:
 - Name
 - Dental patient identification number
 - Date(s) of visited (between the above dates)
 - Dental insurance identification number, if applicable.
- Although the dental information taken was extremely limited and there is no information to suggest it was used or disclosed for inappropriate purposes.
- If affected individuals have broader concerns regarding their information, they may also contact one of the three major credit bureaus (below) to place a fraud alert on their credit report.
- To prevent a reoccurrence of this type of isolated internal incident, we are implementing the following measures: Reviewing and implementing administrative procedures regarding the use of flash drives and implementing appropriate technological safeguards concerning their security and storage.
- Notification in accordance with federal law has been provided to affected individuals. Throughout the entire investigation, there has been no information developed to suggest that our patient dental information was used or disclosed for inappropriate purposes.

Please note- this isolated incident did not involve any other personal identifying data, financial information, social security information, claims information, or any other diagnosis/treatment information. The information taken was limited to very specific dental information and did not involve information from any other departments within the Oneida Health Center. If you feel you may have been affected by this incident and have questions or concerns, please contact Dave Larson, Director of Ancillary Services, at (920)869-2711 or email dlarson@oneidanation.org at your earliest convenience.

- A copy of the Frequently Asked Questions was posted to the Oneida Nation website, **see attached**
- This remains and ongoing internal investigation

ENHANCE OUR WORKFORCE
Initiative: Optimizing our staffing processes

HUMAN RESOURCE MANAGEMENT

Number As of 05/01/16 Comprehensive Health Division Employees: 330

122 Oneida Enrolled
28 American Indian/Alaskan
4 Black/African American
1 Asian
3 Hispanic/Latino
172 Caucasian/other

▪ **AJRCCC: (60)**

23 Oneida Enrolled (INCREASED FROM 15% TO 39% OF EMPLOYEE BASE FOR AJRCCC)
 7 American Indian/Alaskan
 1 Asian
 1 Hispanic/Latino
 1 Black/African American
 27 Caucasian/other

• **Current vacancies as of 05/01/16:**

- RN- OCHC
- LPN – OCHC & AJRCCC
- MA-OCHC
- Dental Assistant
- Dental Hygienist
- Psychiatrist
- Psychologist
- Clinical Substance Abuse Counselor
- Psychotherapist
- Physician Pediatrician, Family Medicine, Internal Medicine

FINANCIALS

Funding Sources for FY-2016

TRIBAL CONTRIBUTION: 2.54%

GRANTS: 5.71%

OTHER SOURCES:

External Sales/Third Party Revenue/other 52.42%
 Indian Health Service 39.33%

Total Budget: \$51,295,138

Status as of 3/31/16

Budget as of 3/31/16: \$25,647,527
 Expenditures as of 3/31/16: \$24,472,613

CONCERNS FOR BUSINESS COMMITTEE CONSIDERATION:

\$4.9M of I.H.S. Self Governance is being brought into the R&E for April 2016 the normal I.H.S. Self Governance brought in on a monthly basis is a little over \$1M this is due to:

- **Pharmacy supplies increased \$900K due to loss of 340B Certification**
 - Average pharmacy expenditure was previously \$80,000-\$100,000 per week
 - Without 340B Contract we are now expending \$300,000 per week
 - Expected to continue until 340B Certification is renewed by July 1
 - Impact of the new prices may not be noticed until early-August
 - The loss of 340B certification has forced us to utilize a non-governmental contact for purchasing pharmaceuticals.
 - Amerinet has recently changed their name to Intaleree. Since this is not a government contract, costs will significantly increase.
 - Our best estimate of increased cost is 3.5 -4 million dollars. This assumes that we will be recertified 1 July 2016.
 - **Efforts to mitigate the increased cost include:**
 - Verifying correct Intaleree pricing per our contract
 - Reducing 90 day supplies to 30 days
 - Making formulary changes to less expensive alternatives.
- **Contract Health Vouchers increased \$2.1M due to opening up to Priority 2**
 - The Contract Health liability for outstanding vouchers and corresponding expenses increased \$2.1M for April.
 - Several catastrophic cases were entered in April and the Priority 2 referral impact is now being reflected in the numbers.
 - May need to reconsider going back to Priority 1A and 1B
- **Sales are down \$1M**
 - Several providers have been on medical leave but have since turned so it is anticipated that our sales will increase within the next quarter

LONG TERM CARE:

- The State is in the process of putting together proposed regulations for Family Care 2.0 with a proposed implementation by January 2017. If passed, Family Care 2.0 would substantially change Long Term Care (LTC) in the state. The two biggest changes are, first that it would require all MCO's to provide services state wide, second that LTC and primary care services would be linked under the same capitated payment. A third change is that primary oversight of MCO's would switch from the Department of Health to the Office of the Commissioner of Insurance. If passed as envisioned, this will have a drastic impact on all Tribes in the State.
- Oneida Comprehensive Health Division continues to work with Governmental Services Division on implementation of an integrated case management system. The case management system is moving forward and the various parts of the system are beginning to come together. The case management system has been preparing for the Family Care expansion. The Tribe is planning to move to Family Care and/or some form of Family Care at the same time as Brown County.

SUCSESSES OR CELEBRATIONS:

- The OCHD and GSD Division Directors have met with Terry Hetzel and will be working on a joint Strategic Plan for Long Term Care within an Integrated Wellness System. This will eventually be expanded to include potentially all areas within the organization that impact our Wellness i.e. housing, Environmental etc.

Behavioral Health

- Clinical Informatics Therapist started on 2/15/16
- We are continuing to receive Access to Care Surveys back.
- We are moving forward on department strategic plan
- Completed Staff development by doing the “One Word” Process! Behavioral Health’s “One Word” is Kanolukhwa’sla (Ga-no-loong-kwas-la) Compassion, caring, identity, and joy of being.
- We are making progress with getting some reports on access to care, next available appt, no show/cancellation report and now we have started the provider utilization report.

Community Health Nursing -Case Management

- Team building activities improved working relationship with in the department.
- Improved process development with Pharmacy key front line staff to have ongoing process improvement with our partnership in providing customer services.
- Patient care reviewed every 60 days in Interdisciplinary Team (IDT) meetings held on 1st & 3rd Wednesdays of each month.
- Staff completed transition to ICD- 10 codes into Santrax Software.
- All staff up to date on Mandatory trainings and are utilizing additional E-learning.
- CHR staff involved in Share to Care Conference & Fund Raising
- RN’s have increased their efficiencies with Medication Sets and have increased their average number of case management clients.
- Social Worker role has incorporated baseline assessments with Functional Screen which adds a quality standard and gives insight on whether CHR clients are at the Personal Care Agency(PCA) level of care need. If a client passes the Functional Screen, then the PCA Tool can be done to qualify for services. In addition, they would qualify for Medicaid Waiver Program – Community Options Program (COP).
- LTC coordination with other Oneida programs has continues to move forward. Additional coordination and services are being completed between front line staff.

Community Health Nursing-Population Based Programming

- **Smoke Free Campus as of May 1, 2016.** Dept was assigned the difficult task of updating the clean air policy for Comprehensive Health Division and planning implementation of the changes. Each of the four teams within Dept has taken on parts of this task- multiple staff from the Pop Base Programming team of Dept has contributed to this initiative including drafting signage, developing and implementing E-learning for Comp Health Division, working with Oneida Printing for professional signage for all four buildings within Comprehensive Health Division. Current time line should have us fully implemented by 05/01/16- this deadline was bumped up from 06/01/16 at the request & support of Comprehensive Health Division Supervisor/ Director Team.
- Communicable Disease investigation/ reporting/ follow up is now paperless. Working now to update our SOP to reflect this transition, as well as some other needed changes for accreditation.
- We now have an electronic encounter in the EMR to document for our community foot clinics.
- Continue to implement Healthy Start program. Remaining funds for Healthy Start grant were release the end of Feb 2016. Working to increase our enrollment. Staff organized their first Community Action Network (CAN) with other departments within the tribe

working maternal child health programming this quarter. Already planning for the next quarter's CAN. CHR staff involved in Share to Care 2016 Conference & Fund Raising

Community Health Services

- Family Fun Night at ONES was well attended and a great educational event. Nutritional Services did a super job. Over 500 in attendance
- Active-Shooter training for all Community Health Services Staff

Community Options Program

- Per the State Audit in 2015, the program needed to develop a means to make clients aware of how to get assistance with potential abuse or neglect situations. Social Worker created and laminated a 1 page sheet that will be given to all COP Program clients to have in their home.

Cultural Awareness Team (TAKOS)

- Oneida Cultural Awareness networking: A request for more information about our Cultural Awareness Policy was sent to an IHS Listserv which sparked a lot of interest. Two tribes have inquired and Portland Area IHS has requested a future conference call to learn more about the policy and curriculum development. The team has decided to create a toolkit that can be shared with other tribes. This toolkit will be located on the CHD webpage after the new server is up and live.
- Curriculum Development: We were having trouble with getting assistance from Cultural Heritage on a consistent basis last quarter. However, this quarter, Eliza Skenandore joined our team.
- Community Sharing through Cultural Heritage: All in-person education/presentations are being uploaded to YouTube and shared with the community.

Dental

- Dr. Stempski celebrated 30 years with the Oneida Nation.

Employee Health Nursing

- New CPR training is going well.
- EHN RAS presentations are well received.

Eye Care Department

- Dr. Cynthia Malvitz Overly, OD started as an Independent Contracted Optometrist on March 18th, 2016

Health Promotion Disease Prevention

- Health Promotion is working with Tourism to provide some indoor JMIO events with the Big Inflatables to attract more families.
- There have been a lot of positive comments from employees who are participating in the exercise pilot.

Lab

- National Lab Week was celebrated April 25-30

Operations

- Formal notification of the award of the Special Diabetes Program for Indians grant has been received as of April 1, 2016.
- Presentation of the change in Management Team structure and presentation of the Quarterly reports to the Directors/Supervisors was fairly successful. This will be revisited in October, 2016.

Pharmacy

- The proposal for the updated Prior Authorization Process was tested over the last 60-days and was determined to be a success with decreasing paperwork and interruptions with requests for change requests when 3rd party coverage will no longer cover the current medication.

Patient Accounts Representatives (PAR)

- The patients have been receiving and signing "Declaration of Agreement Regarding No Show or No Show/Patient Canceled less than 24 Hours" form.

- Between January –March 1,134 patients completed and scanned the No Show form in On-base for this quarter, totaling 6,384 since 9/1/15.
- 136 new patients registered for services during this quarter.
 - Of the 136 new patient registered:
 - 69 are eligible with insurance
 - 49 eligible without insurance
 - 11 non-eligible with insurance
 - 7 non-eligible without insurance

Purchased and Referred Care (PRC)

- Created general email address for submission of PRC bills, proof of residency, and PRC applications. **OHC_PRC_Services@oneidanation.org.**
- One CHEF case from FY 2015 approved for \$44,405.
- This brings the **CHEF total for FY 2015 to \$1,010,631.52.** There is one pending CHEF case from FY 2015 for \$59,840

Quality Assurance

- QA Plan Completed and signed.
- Pharmacy began having a monthly department meeting in February.
- Mandatory training on multiple subjects continues to be offered and completed by employees. (Customer service, Respiratory Fit testing, CPR, Cultural Awareness)
- QA monthly meetings are highly attended.
- Social Media Policy approved and Facebook page ready to go awaiting access

Safety

- Ergonomic assessments – 4 done at the Health Center, 3 footrests given out, and 1 chair replaced.
- Car seats – 43 seats with education was provided. 28 old seats were recycled at the Appleton Safe Kids event.
- Recordable Incidents (Lost time, Medical treatment) –There was 1 AJRCCC employee incident report filled out. 5 OCHC employee incident reports filled out and 1 patron report. 4 were slips on ice in our parking lot, 3 on the same day, 1 being the patron. 1 incident was a pulled wrist. Another was a clean needle stick. There was one recordable – the employee slip on ice.
- Exam room curtains process worked out and will be changed out monthly by custodial night crew beginning in June.

Therapy-PT, OT, Speech

- Reimbursement for AJRCCC outpatient therapy services from Medicare and UMR
- LSVT Big and Loud Program for Parkinson population offered by speech therapy and occupational therapy (LSVT-Lee Silverman Voice Therapy)
- 46/48 beds filled at AJRCCC
- ECS Evaluation Templates completed
- Obtain ICD 10 codes from outside providers (Prevea) by therapy PAR
- Billing for therapy current through March 2016

WIC/Nutrition

- Family Fun Night 2016: Evaluations showed 95% of participants in attendance gave a “highly satisfied” rating of the event for the variety of diabetes prevention education, activities and food.
- Oneida WIC Breastfeeding Duration Rates exceeding State of Wisconsin WIC Program 2016 Goals:
 - Breastfeeding 1 month: State Goal= >77%, State Avg: 72.6%, Oneida WIC: 85.5%
 - Breastfeeding 3 month: State Goal= >65%, State Avg: 57.6%, Oneida WIC: 65.6%

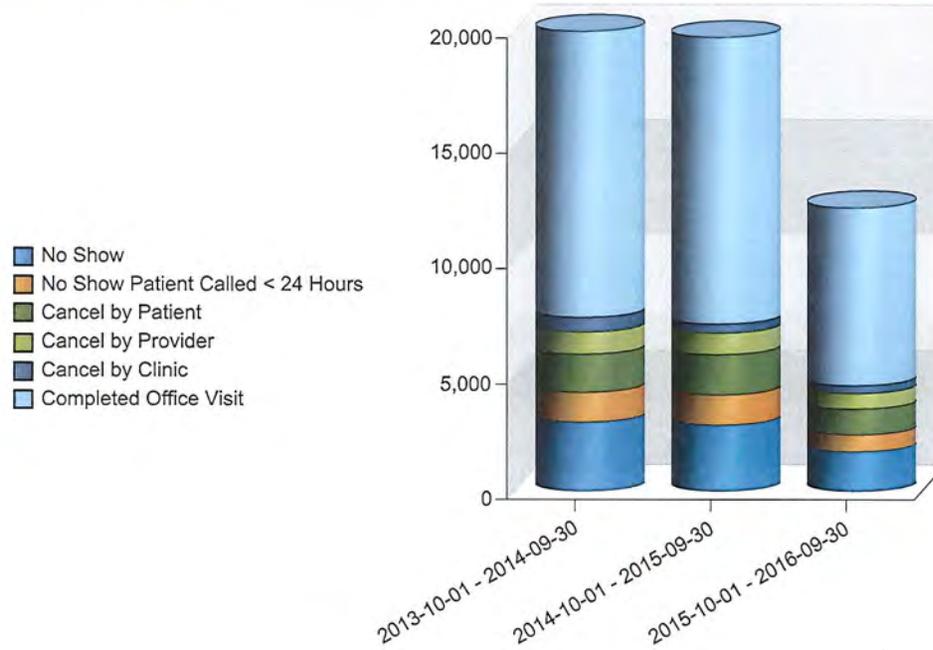
- These exceptional rates are attributed to the one-on-one care given to our clients, by our competent and caring WIC staff.

XRAY

- The Picture Archiving and Communication System (PACS) and digital mammography system are up and running!
- The X-ray team has done a great job in learning both systems the workflow is a little different and little clichés are being worked out.



Three Year By Quarter No Show/Cancellation Summary Behavioral Health Services



Range	FY QTR	No Show	%	No Show Patient Called < 24 Hrs	%	Cancel by Patient	%	Cancel by Provider	%	Cancel by Clinic	%	No Show Cancellation Total	Completed Office Visit	Total Appointments	Billed Visits	Total Clients
2015-10-01 - 2016-09-30	Qtr03	123	11.8%	55	5.3%	95	9.1%	22	2.1%	11	1.1%	306	734	1,040	484	665
	Qtr02	785	13.0%	339	5.6%	568	9.4%	293	4.8%	214	3.5%	2,199	3,852	6,051	3,376	1,497
	Qtr01	805	15.5%	331	6.4%	455	8.7%	360	6.9%	121	2.3%	2,072	3,128	5,200	3,096	1,375
2015-10-01 - 2016-09-30		1,713	13.9%	725	5.9%	1,118	9.1%	675	5.5%	346	2.8%	4,577	7,714	12,291	6,956	1,915
2014-10-01 - 2015-09-30	Qtr04	697	14.5%	323	6.7%	443	9.2%	201	4.2%	117	2.4%	1,781	3,014	4,795	2,993	1,365



Three Year By Quarter No Show/Cancellation Summary

Behavioral Health Services

Range	FY QTR	No Show	%	No Show Patient Called < 24 Hrs	%	Cancel by Patient	%	Cancel by Provider	%	Cancel by Clinic	%	No Show Cancellation Total	Completed Office Visit	Total Appointments	Billed Visits	Total Clients
2014-10-01 - 2015-09-30	Qtr03	785	15.3%	316	6.2%	462	9.0%	261	5.1%	69	1.3%	1,893	3,234	5,127	3,229	1,510
	Qtr02	694	13.7%	340	6.7%	493	9.8%	264	5.2%	111	2.2%	1,902	3,154	5,056	3,154	1,412
	Qtr01	664	14.2%	346	7.4%	352	7.5%	187	4.0%	102	2.2%	1,651	3,032	4,683	3,032	1,424
2014-10-01 - 2015-09-30		2,840	14.4%	1,325	6.7%	1,750	8.9%	913	4.6%	399	2.0%	7,227	12,434	19,661	12,408	2,417
2013-10-01 - 2014-09-30	Qtr04	779	16.3%	310	6.5%	371	7.8%	189	3.9%	113	2.4%	1,762	3,023	4,785	3,024	1,490
	Qtr03	725	15.1%	315	6.6%	425	8.9%	189	3.9%	76	1.6%	1,730	3,066	4,796	3,067	1,530
	Qtr02	679	13.5%	326	6.5%	437	8.7%	273	5.4%	281	5.6%	1,996	3,025	5,021	3,028	1,465
	Qtr01	781	14.7%	355	6.7%	424	8.0%	294	5.5%	178	3.3%	2,032	3,291	5,323	3,339	1,514
2013-10-01 - 2014-09-30		2,964	14.9%	1,306	6.6%	1,657	8.3%	945	4.7%	648	3.3%	7,520	12,405	19,925	12,458	2,548
Summary		7,517	14.5%	3,356	6.5%	4,525	8.7%	2,533	4.9%	1,393	2.7%	19,324	32,553	51,877	31,822	3,865



BH - Access Of Care 3rd Available appointment

BH ATODA Intakes

Resource	Appointment Type	Next 3rd Open
Agneessens BA CSAC CSIT, Mike F	Intake Mental Health/ATODA-90	Jul 25, 2016 1:00:00 PM
Krueger MSW APSW CSAC, Rebecca	Intake Mental Health/ATODA-90	Jun 20, 2016 1:00:00 PM
Lalonde BS CSAC, Scott	Intake Mental Health/ATODA-90	Jun 15, 2016 7:30:00 AM
Metoxen MSW SAC, Lynn	Intake Mental Health/ATODA-90	Jul 7, 2016 10:00:00 AM
Rasmussen BSW CSAC, Dale S	Intake Mental Health/ATODA-90	Jun 20, 2016 2:00:00 PM
Schoen BS CSAC, Kelly	Intake Mental Health/ATODA-90	Jun 21, 2016 8:00:00 AM
Torres MA CSAC ICS PC-TL, Joanne	Intake Mental Health/ATODA-90	Jun 22, 2016 3:00:00 PM

BH-ATODA (C2)

Resource	Appointment Type	Next 3rd Open
Agneessens BA CSAC CSIT, Mike F	Individual Therapy Session-60	May 16, 2016 11:00:00 AM
Krueger MSW APSW CSAC, Rebecca	Individual Therapy Session-60	May 25, 2016 9:00:00 AM
Lalonde BS CSAC, Scott	Individual Therapy Session-60	Jun 1, 2016 11:00:00 AM
Rasmussen BSW CSAC, Dale S	Individual Therapy Session-60	May 18, 2016 6:00:00 PM
Schoen BS CSAC, Kelly	Individual Therapy Session-60	May 18, 2016 10:00:00 AM
Torres MA CSAC ICS PC-TL, Joanne	Individual Therapy Session-60	May 17, 2016 8:00:00 AM

BH-Co-Occuring Intake

Resource	Appointment Type	Next 3rd Open
Collier, Carmen D MS LPC CSAC	Intake Mental Health/ATODA-90	Jun 30, 2016 9:00:00 AM
King MSW LCSW CSAC, Mary Beth	Intake Mental Health/ATODA-90	Jun 30, 2016 8:00:00 AM
Lambert LPC CSAC, Timothy C	Intake Mental Health/ATODA-90	Jul 18, 2016 1:00:00 PM
Nehring MSE LPC CSAC CS, Teri	Intake Mental Health/ATODA-90	Jul 11, 2016 8:00:00 AM



BH - Access Of Care

3rd Available appointment

BH-Co-Occuring C2

Resource	Appointment Type	Next 3rd Open
Collier, Carmen D MS LPC CSAC	Individual Therapy Session-60	May 20, 2016 1:00:00 PM
King MSW LCSW CSAC, Mary Beth	Individual Therapy Session-60	Jun 6, 2016 10:00:00 AM
Lambert LPC CSAC, Timothy C	Individual Therapy Session-60	May 23, 2016 9:00:00 AM
Nehring MSE LPC CSAC CS, Teri	Individual Therapy Session-60	Jun 3, 2016 10:00:00 AM

BH MH Intakes

Resource	Appointment Type	Next 3rd Open
Brito, MFT TL SAC IT, Martha	Intake Mental Health/ATODA-90	Sep 14, 2016 1:00:00 PM
Cheney MSW, LCSW, SAS Benjamin R	Intake Mental Health/ATODA-90	Sep 26, 2016 8:30:00 AM
Cornelius-Adkins MSW LCSW SAC CSOT BCD, Torland E	Intake Mental Health/ATODA-90	Sep 12, 2016 3:00:00 PM
Helander MSW LCSW, Valorie	Intake Mental Health/ATODA-90	Sep 14, 2016 1:00:00 PM
Shaw MSW LCSW, Lisa	Intake Mental Health/ATODA-90	Sep 29, 2016 8:00:00 AM

BH-Mental Health (C2)

Resource	Appointment Type	Next 3rd Open
Brito, MFT TL SAC IT, Martha	Individual Therapy Session-60	May 26, 2016 9:00:00 AM
Cheney MSW, LCSW, SAS Benjamin R	Individual Therapy Session-60	May 13, 2016 1:00:00 PM
Cornelius-Adkins MSW LCSW SAC CSOT BCD, Torland E	Individual Therapy Session-60	Jul 7, 2016 6:00:00 PM
Helander MSW LCSW, Valorie	Individual Therapy Session-60	May 26, 2016 6:00:00 PM
Huhtala MSW LCSW, Rhonda	Individual Therapy Session-60	Jun 14, 2016 3:00:00 PM
Shaw MSW LCSW, Lisa	Individual Therapy Session-60	Jun 21, 2016 8:30:00 AM

BH-EMDR Intakes



BH - Access Of Care 3rd Available appointment

Resource	Appointment Type	Next 3rd Open
King MSW LCSW CSAC, Mary Beth	BH-EMDR Intake	Jul 18, 2016 1:00:00 PM
Shaw MSW LCSW, Lisa	BH-EMDR Intake	Aug 2, 2016 2:00:00 PM

BH-EMDR Therapy

Resource	Appointment Type	Next 3rd Open
Collier, Carmen D MS LPC CSAC	BH-EMDR Therapy	May 24, 2016 2:00:00 PM
King MSW LCSW CSAC, Mary Beth	BH-EMDR Therapy	Jul 12, 2016 8:00:00 AM
Shaw MSW LCSW, Lisa	BH-EMDR Therapy	Jun 15, 2016 4:00:00 PM

BH-Veteran Eval

Resource	Appointment Type	Next 3rd Open
Shaw MSW LCSW, Lisa	Veterans Evaluation	Jul 25, 2016 8:30:00 AM

BH-Intial Reiki Appointment

Resource	Appointment Type	Next 3rd Open
King MSW LCSW CSAC, Mary Beth	Reiki	Jun 27, 2016 5:30:00 PM
Lalonde BS CSAC, Scott	Reiki	Jun 17, 2016 11:00:00 AM
Nehring MSE LPC CSAC CS, Teri	Reiki	Jun 20, 2016 8:00:00 AM
Shaw MSW LCSW, Lisa	Reiki	Jun 28, 2016 10:30:00 AM

BH-Psych Evals

Resource	Appointment Type	Next 3rd Open
Sayers PHD, Michael	Psychological Evaluation	Jun 27, 2016 8:30:00 AM

BH- Psych Eval FU



BH - Access Of Care

3rd Available appointment

Resource	Appointment Type	Next 3rd Open
Sayers PHD, Michael	Psychological Eval Follow Up	May 13, 2016 3:00:00 PM

BH-Child Evals

Resource	Appointment Type	Next 3rd Open
Dzubinski MD, David L	BH-Child Eval	Jun 9, 2016 8:00:00 AM

BH-Child Med Checks

Resource	Appointment Type	Next 3rd Open
Dzubinski MD, David L	BH-Child Med Check	May 18, 2016 4:00:00 PM

BH-Adult Evals

Resource	Appointment Type	Next 3rd Open
Patil MD, Veeranagouda	BH-Adult Eval	Jun 20, 2016 12:30:00 PM
Rodriguez MD, Josefina	BH-Adult Eval	Jul 22, 2016 4:00:00 PM
Shekar MD, Chandra K.	BH-Adult Eval	Jun 27, 2016 3:00:00 PM

BH-Med Checks

Resource	Appointment Type	Next 3rd Open
O'Neill, MD, Michael	BH-Medication Check	Jun 28, 2016 10:15:00 AM
Patil MD, Veeranagouda	BH-Medication Check	Jun 8, 2016 11:00:00 AM
Rodriguez MD, Josefina	BH-Medication Check	Jul 14, 2016 5:00:00 PM
Shekar MD, Chandra K.	BH-Medication Check	Jun 1, 2016 10:30:00 AM

BH-RN Triage Assessment

Resource	Appointment Type	Next 3rd Open
Paluch MSE RN LPC, Dave	RN-Psychiatric Nursing Assessment	Jun 8, 2016 9:30:00 AM



BH - Access Of Care

3rd Available appointment

Resource	Appointment Type	Next 3rd Open
Skrivanie MSN RN, Lois	RN-Psychatric Nursing Assessment	Jun 7, 2016 2:00:00 PM

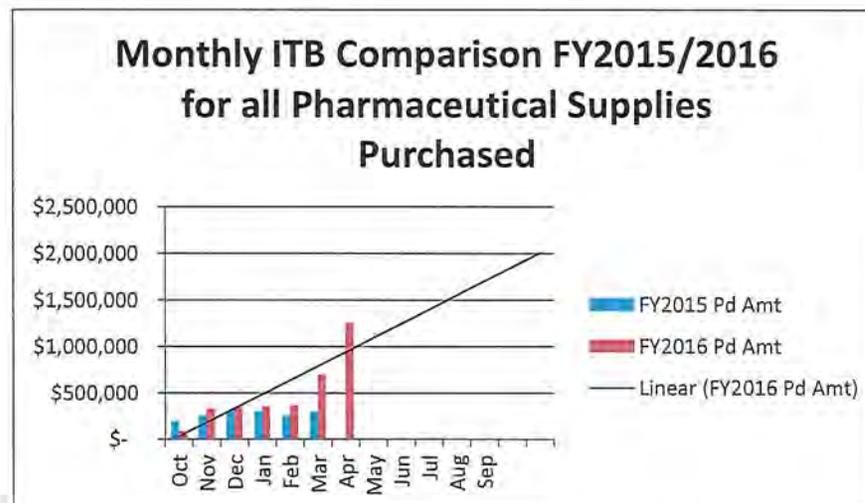
BH-Eval FU

Resource	Appointment Type	Next 3rd Open
Dzubinski MD, David L	BH-Eval FU	Jun 21, 2016 3:00:00 PM
O'Neill, MD, Michael	BH-Eval FU	Jun 28, 2016 10:45:00 AM
Patil MD, Veeranagouda	BH-Eval FU	Jun 24, 2016 1:30:00 PM
Rodriguez MD, Josefina	BH-Eval FU	Jul 8, 2016 5:00:00 PM

Pharmaceutical Supplies 700134

Axiom Project Manager ITB

	FY2015 Pd Amt	FY2016 Pd Amt
Oct	\$ 196,748	\$ 85,207
Nov	\$ 256,413	\$ 326,363
Dec	\$ 309,868	\$ 345,392
Jan	\$ 301,469	\$ 352,296
Feb	\$ 255,780	\$ 362,550
Mar	\$ 295,109	\$ 699,387
Apr		\$ 1,249,506
May		
Jun		
Jul		
Aug		
Sep		
	<u>\$ 1,615,386</u>	<u>\$ 3,420,701</u>



**Oneida Comprehensive Health Division
Oneida Community Health Center
Behavioral Health Services
Anna John Resident Centered Care Community
Employee Health Nursing**



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

PO Box 365



Oneida, WI 54155



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

Oneida Health Center Dental Data Breach Frequently Asked Questions

My letter said "private information was released", what information of mine was released?

Response:

The dental information that was involved included:

- Patient name
- Dental Identification number
- The date(s) the patient visited the dentist (within the time period dated Nov 2015 to Jan 2016)
- Dental insurance identification number if applicable-Note: this is not your dental insurance carrier number but a number unique to the insurance and our facility only.

This was an isolated incident and **did not** involve any other personal identifying data, financial information, social security information, claims information, or any other diagnosis/ treatment information.

The breach happened February 17, 2016, why am I just now finding out about this?

Response:

The breach occurred on February 17. Since February 17, there has been an ongoing internal and external investigation involving Comprehensive Health and Internal Security and the Oneida Police Department. Notifying anyone sooner may have jeopardized any ongoing investigation. Notification occurred within the timeframe required by Federal Law.

Why is Dave Larson the contact person and does this mean that the "higher ups" don't know about this situation?

Response:

Dave Larson is the "Privacy Officer" for the Health Division. The Division Directors and the Oneida Business Committee are aware of this situation and have been kept informed of the situation since the onset.

The mailing address to all locations is: P.O. Box 365, Oneida, WI 54155

Oneida Community Health Center	525 Airport Dr., Oneida, WI 54155	Phone: (920)-869-2711 or 1-866-869-2711	Fax: (920) 869-1780
Behavioral Health Services	2640 West Point Rd., Green Bay, WI 54304	Phone: (920)490-3790 or 1-888-490-2457	Fax: (920) 490-3883
Anna John Resident Centered Care	2907 S. Overland Road Oneida, WI 54155	Phone: (920) 869-2797	Fax: (920) 869-3238
Employee Health Nursing	701 Packerland Dr., Green Bay, WI 54303	Phone: (920)405-4492	Fax: (920) 405-4494

Who made the determination as to who would receive notification letters? Was specific criteria was used to determined who received letters?

Response:

The determination of who would receive notification was based upon the Federal requirements in accordance with legal representation and the Privacy Officer recommendations. Patients were notified based upon an electronic report that was generated based upon those patients that received services and were included in the data that was saved to the jump drive device.

How was MIS able to determine what information was downloaded onto the drive?

Response:

MIS did not determine what information was downloaded onto the drive. The Investigation and employee interview(s) confirmed what information was contained on the jump drive. A total of 2734 patients were impacted.

How were the drives secured at the time of the breach and what has changed to ensure the same type of incident will not occur again?

Response:

There was only one **jump drive** that was **stolen** from a dental office. The jump drive was **stolen** from a Supervisor's computer when the Supervisor was not in the office. Although HIPAA training occurred shortly before this incident, all HIPAA policies have been reviewed with all staff since this incident. Additionally, administrative safeguards have been implemented regarding the use of jump drives and other external storage devices and appropriate technological safeguards concerning their security and storage in collaboration with MIS and the Health Division is being explored and utilized.

If the Drive only had our name and dental id number on it why was the credit bureau information provided in the letter?

Response:

Federal law requires affected individual be informed of any steps individuals should take to protect themselves from potential harm resulting from a breach. Although this is appears to be an isolated incident, not involving data such as financial information, social security information, claims information, or any other diagnosis/ treatment information for any of the patient information involved, the Credit Bureau information was provided as a courtesy to those patients that were impacted. We know how alarming the notification may be and that there is a strong interest in protecting sensitive personal information. We wanted to be sure that this information was readily available to our patients, if they wanted the information

Who do I talk to if I have further concerns?

Response:

For further information and assistance, you may call Dave Larson, OCHD Privacy Officer at: (920) 869-4820 use (800) 869-2711 or email him at: dlarson@oneidation.org

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 5 / 25 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Debra Danforth, School Board Chair
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Sharon Mousseau, School Superintendent
Name, Title / Dept.

Additional Requestor: Submitted by: Linda Jenkins, Business Manager/Oneida Nation School System
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

School Board Quarterly report to the Business Committee for information.

Special request to move up on the agenda due to 8th grade graduation at 1:00 pm on May 25, 2016

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA NATION SCHOOL SYSTEM

Oneida Nation Elementary School
 P.O. Box 365
 N7125 Seminary Road
 Oneida, WI 54155
 Phone (920) 869-1676
 FAX (920) 869-1684



Oneida Nation High School
 P.O. Box 365
 N7210 Seminary Road
 Oneida, WI 54155
 Phone (920) 869-4308
 FAX (920) 869-4045

May 9, 2016

BOARD: Oneida Nation School Board
MEMBERS: Debra Danforth, Chair
 Rhiannon Metoxen, Secretary
 Melinda K. Danforth, Member
 Todd Hill, Member
 Dewain Danforth, Member
 Apache Danforth, Member
 Fred Muscavitch, Member
 Neset Skenandore, Member
 Shanna Torres, Member
CONTACT PERSON: Rhiannon Metoxen
OBC LIAISON: Fawn Billie

MINUTES: January 2016
 February 2016
 March 2016
 April 2016

UPDATES

15-16 School Year Student Enrollment: K-8 = 304 9-12 = 114 Total = 418

As the 2016-2017 school year comes to an end, staff and students are completing end of the year tasks and events. Staff and students will be enjoying the end of year Oneida Language/Culture Days, which are separate for each building, with staff sharing some of the same activities. End of year report cards, semester tests and credit checks for ONHS students are being completed by student advisors, as the planning for next year begins.

The school system students are currently participating in the end of year MAPS (Measures of Academic Progress) computerized assessments. Students are tested fall, winter and spring for individual student progress monitoring, as needed for federal grant reports. These results along with other measurements are sent to the Bureau of Indian Education for determination of Adequate Yearly Progress (AYP).

Dr. Valerie Todacheene, Education Support Specialist and Ms. Don Griffin, Special Education Education Support Specialist with the BIE's Department of Performance and Accountability Office along with Anita (Sue) Bement, BIE Acting Director of the FACE National Program performed a Monitoring Review of the Title, Special Education and FACE Programs on April 14 & 15, 2016. The review showed there were no findings of non-compliance. The monitoring group complimented the school system during the exit meeting, stating our school truly reflects the overall mission of including Oneida language and culture, which was evident during the classroom observations. Oneida language and culture is truly integrated throughout the entire school curriculum. The monitoring team suggested

the Special Education Program could be a pilot program for the secondary transition program; the FACE program should consider hosting a regional training next year and staff should assist other schools with Native Star reporting, due to our reports being timely and complete.

The school system has 9 staff members who are participating in the Bureau of Indian Education's National Board Certification program for teachers. The Bureau of Indian Education is providing for a monetary bonus to each teacher that successfully completes the program.

The School Board has had one retreat so far to start review the draft education code which was previously submitted to the LOC. The next review session will be scheduled for June 2016.

The Elementary School held its annual Maple Syrup lunch on Friday, April 22, 2016 with 220 plates being served in addition to the students in attendance. The High School held their Maple Syrup lunch on Wednesday, April 27, 2016 with 6 Parents and 14 Elders attending.

The annual Elementary School Culture Days are scheduled for Thursday, May 19, 2016 in the afternoon and Friday, May 20, 2016 in the morning with a family cookout for lunch and 12:30 dismissal. High School students will be assisting with activities at the elementary school. The High School Culture Days are scheduled for Monday, May 23, 2016 and Tuesday May 24, 2016.

The High School graduation ceremony will be held at the Radisson at 6:00 pm on Wednesday, May 25, 2016. 8th grade graduation is scheduled for Wednesday, May 25, 2016 at 1:00 in the elementary school big gym.

GOALS AND OBJECTIVES

Our students continue to increase their knowledge of Oneida language and culture, as they attend language / culture and social dance classes as part of their daily education. Improving daily attendance and raising the reading and mathematics academic levels continue to be the overall goals for this school year.

The FACE program center-based program for the 3 to 5 year olds is currently full and taking names for a waiting list. Both parent educators are now fully certified to work with birth through 5 years with home visits. This literacy based program is growing in popularity and families are referring families due to the success of the early childhood program.

Both schools have implemented Stage two of the Positive Behavior Intervention and Supports (P.B.I.S.) program.

The Bureau of Indian Education requires quarterly reporting on the Indistar Program, which provides goals and activities for the categories of School Leadership & Decision Making; Curriculum, Assessment and Instructional Planning; Classroom Instruction, which includes parental communication. The annual updates for the Parent Involvement Policy and Home/School/Community Compact have been completed.

MEETING REQUIREMENTS

The Oneida Nation School Board meets the first Monday of every month at 5:00 p.m. in the library at the Elementary School, and meetings are open to the public. Special meetings are called by the School Board Chair when deemed necessary.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 05 / 25 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution

Budgeted - Grant Funded

Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Chad Wilson, Project Manager/ERB

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

ENVIRONMENTAL RESOURCE BOARD***FY '16 2nd Quarter Report: January, February, March***ERB MEMBERSHIP

Marlene Garvey, Chair	Al Manders, Vice-Chair	Megan White, Secretary
Shawn Skenandore	Ted Hawk	Gerald Jordan
Tom Oudenhoven	Richard Baird	Nicole Steeber

Oneida Business Committee Liaison: Councilman Tehassi Hill

MINUTES

Action Taken January 7:

- Motion of support to explore ONVAC's request for new hunting opportunities for elderly/disabled tribal members.

Hearing January 21:

- Citation hearings regarding violations of Domestic Animals Ordinance & Hunting, Fishing, and Trapping Law

Action Taken February 4:

- ERB staff to meet with Conservation and attorney Krystal John to review Hunting, Fishing, and Trapping law and develop the new regulations booklet.
- Motion to approve quarterly report.

Hearing February 18:

- Citation hearing regarding violations of Domestic Animals

Action Taken March 3:

- Motion of support for EH&SD projects including Foxtails public space and wildlife habitat, Former State Farm wetland and grassland restoration proposal, and native pollinator program.
- Motion of support for Crane study in Coyote Run natural area.

Hearing March 17:

- Citation hearings regarding violations of Hunting, Fishing, and Trapping Laws and the Domestic Animals Ordinance.

FINANCIALS

<u>FY 2016 Tribal Contribution</u>		<u>\$ 258,910.00</u>
<u>Expenses</u>	<u>January</u>	<u>\$ 17,778.38</u>
<u>Expenses</u>	<u>February</u>	<u>\$ 14,889.92</u>
<u>Expenses</u>	<u>March</u>	<u>\$ 19,352.08</u>

SUMMARY OF ACTIVITIES

- ERB held *citation hearings* on January 21, February 18 and March 17 to assist in enforcing health and safety measures for the Oneida community.
- Continue work on *Hunting, Fishing, and Trapping Law* to streamline law and separate regulations from the law as coordinated by Oneida Law office. Final draft will be delivered to the LOC for adoption shortly.
- Comments and review regarding the updates to the *Domestic Animals Ordinance*.
- Close-out of *Safe Routes to School path and bridge* linking the new Green Valley Housing subdivision to Site 1 and the Oneida Schools. This \$443,174 project utilized a WIS-DOT and TPP grant funds featuring a new pedestrian bridge spanning Silver Creek (Bread Creek) to unify central Oneida.
- Additional signage for Land Access Designations and other usage rules according to the Public Use of Tribal Lands law. *Access to parks, trails, and Natural Areas* in Oneida are designated under this law.
- Outreach at GTC and Just Move It events regarding *Onyota'a:ka Lake* including surveys for camping amenities, planning for Phase II, and management planning.
- Ongoing distribution of *Updated Natural Areas and Trails guide* featuring 20 Oneida natural areas in coordination with EH&SD, GLIS, and Health Promotions.
- Participation in the initiatives of the *Wellness team* to improve nutrition, recreation, and flex-time for fitness opportunities.
- *Silver Creek Project Team* coordination meetings for 2016 and 2017 implementation on non-point strategies to reduce phosphorous inputs to streams from agricultural fields.
- Multi-year planning for *Former State Farm property* via inter-departmental collaboration that promotes environmental quality and economic vitality on Oneida lands
- Participate with *DOE Solar Deployment* grant technical review and project team.
- *Interdepartmental team* activities include Wellness Committee, Website Steering and the Sustainable Resource Advisory Council.

GOALS

#	GOAL STATEMENT
1	To provide the Oneida community with environmental education through community events, workshops, and educational materials. These will include local, regional, and national issues.
2	Monitor environmental and other projects for compliance with community goals, support Sustainable Community development projects and energy efficiency program development, and appropriately manage grant and bonding commitments.
3	To continue updates and reviews of the Hunting, Fishing, and Trapping regulations, the Domestic Animals Ordinance, the ATV Law, the Water Resources Ordinance, the Public Use of Tribal Lands Law, and other policies regarding environmental stewardship.

OBJECTIVES

#	OBJECTIVE STATEMENT	MEASUREMENT	COMPLETION DATE	GOAL # (above)
1	Community outreach regarding Onyota'a:ka Lake management and planning Phase II activities.	Provide coordination with Planning and EH&SD	Ongoing with community, staff, and consultants	1
2	Implement of Safe Routes to School trail and planning for additional Community Trails connections.	Coordination with Facilities, Engineering, and Community Trails team	Completion in March, 2015	2
3	Hearing body for citations issued for Hunting, Fishing, and Trapping Law and Domestic Animals ordinance.	Providing a reliable and dependable hearing structure	Ongoing, 3 hearing dates completed this quarter.	3

MEETING REQUIREMENTS

The ERB currently holds meetings once a month. Meetings are normally held on the 1st Thursday of each month. Hearings are held as required. ERB also attends Business Committee meetings, other public meetings, and performs volunteer service in the community as required or deemed appropriate by the ERB. **Yaw^ko!**

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 5 / 25 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approval needed

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Dale Powless, Chair/Child Protective Board
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Submitted by: Jeanette Ninham, Secretary/Child Protective Board
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Child Protective Board Quarterly Report
For Oneida Business Committee
Period: January, February, and March 2016
Second Quarter report due: May 17, 2016

ONEIDA CHILD PROTECTIVE BOARD

Dale Powless, Chairman
Lois Strong, Vice Chair
Jeanette Ninham, Secretary
Beverly Anderson, Member

Wesley Martin, Member
Carol Silva, Member
Vacant, Member
Lisa Summers, OBC Liaison

Michelle Mays, Attorney

Pat Garvey, Attorney

MISSION: To secure a stable environment that includes the physical, mental, cultural and financial well-being of Oneida children.

PURPOSE: In accordance with the Indian Child Welfare Act, 25 U.S.C. 1901, etseq. , the purpose of the Board is to protect the best interest of Oneida children and to promote the stability and security of Oneida families. When placements of such children in foster or adoptive homes or facilities are necessary, these homes must reflect the unique values of Indian culture. For this purpose, the Board may intervene in federal, state, and county courts concerning the following proceedings: foster care placement, termination of parental rights, pre-adoptive placement, adoptions and out of home placements.

MEETING REQUIREMENTS

Oneida Child Protective Board meets weekly and by special requests from family members, counties departments, or community members.

MINUTES

Due to confidentiality nature of minors, all minutes are kept in locked fireproof file cabinet, in a locked room within the building.

FINANCIALS

The OCPB is on schedule with meeting our financial goals. The board is on budget at this time.

- Opiates Webinar on February 24, 2016 @ Ridgeview Plaza Suite #4 in Oneida, WI.
- Adoption Services presentation by Lutheran Social Services on February 24, 2016 @ Ridgeview Plaza Suite#4 in Oneida, WI.

Oneida Child Protective Board Quarterly Report

For Oneida Business Committee

Period: January, February, and March 2016

Second Quarter report due: May 17, 2016

- Dialectical Behavior Therapy on March 9, 2016 @ Fox Valley Technical College in Appleton, WI.
- Methamphetamine Webinar on March 11, 2016 @ Ridgeview Plaza Suite#4 in Oneida, WI.
- Attended a screening of Paper Tigers on March 31, 2016 @ UWGB in Green Bay, WI.
- Attended the NICWA Conference on April 2-6, 2016 in St. Paul, Minnesota.
- Attended Suicide/ Homicide Seminar on April 13, 2016 in Appleton, WI.

GOALS AND OBJECTIVES

- Facilitate appropriate training opportunities for OCPB members for certificate/report of completion per OCPB Bylaws.
- Develop working relationship and improve judicial relationships through meetings with tribal, state, and county personnel.
- Work in accordance with the Oneida Law Office and Tribal Social services to enforce the provisions of the Indian Child Welfare Act.

COMMENTS

- The OCPB has attended state court hearings in support of placement of Oneida children and their families.
- The OCPB actively heard, discussed and recommended the best solution for cases that came before us. The following chart demonstrates the approximate number of cases for the quarter:
- The OCPB has been working on gather information on “Adoption Assistance information” to give to families that are adopting. We have also requested for the ICW staff to provide a brochure to have available to families. This information should be provided by the Adoption agency but is not always provided. So we feel it is imperative they have knowledge since there is a timeline for applying for these funds. Please see the attachments to view the 2015 Foster Care rates and the pre-Adoption brochure from the Lutheran Social Services.

Oneida Child Protective Board Quarterly Report
 For Oneida Business Committee
 Period: January, February, and March 2016
 Second Quarter report due: May 17, 2016

January	
<i>On-Going Cases</i>	25
<i>New Cases</i>	0
<i>Relative Placement</i>	22
<i>Future Adoptive Placement</i>	1
<i>Treatment Facility Placement</i>	1
<i>Shelter Care Placement</i>	1
<i>Foster Care Placement</i>	1
<i>Parent Placement</i>	1
<i>Kinship</i>	2
<i>Guardianship</i>	6
<i>Total Cases Discussed:</i>	60

February	
<i>On-Going Cases</i>	17
<i>New Cases</i>	2
<i>Relative Placement</i>	9
<i>Future Adoptive Placement</i>	1
<i>Treatment Facility Placement</i>	0
<i>Shelter Care Placement</i>	0
<i>Foster Care Placement</i>	9
<i>Parent Placement</i>	0
<i>Kinship</i>	0
<i>Guardianship</i>	2
<i>Total Cases Discussed:</i>	40

March	
<i>On-Going Cases</i>	18
<i>New Cases</i>	5
<i>Relative Placement</i>	17
<i>Future Adoptive Placement</i>	0
<i>Treatment Facility Placement</i>	2
<i>Shelter Care Placement</i>	0
<i>Foster Care Placement</i>	3
<i>Parent Placement</i>	5
<i>Kinship</i>	0
<i>Guardianship</i>	3
<i>Total Cases Discussed:</i>	53

What if a child comes to my home with few or no clothes?

You may be provided an INITIAL CLOTHING ALLOWANCE (see table below) if:

- it is your foster child's first placement; or
- it has been at least four months since the child was last in out-of-home care.

Age Group	Initial Clothing Allowance
0 – 4	up to \$225.00
5 – 11	up to \$263.00
12 – 14	up to \$300.00
15 – 18	up to \$300.00

Periodic clothing allowances, such as for seasonal clothing, are not allowed. An amount is included in the Basic Maintenance Rate for this purpose each month.

What if I don't agree with the rate?

You may request that the rate be redetermined. You may discuss your concerns with the rate setter and the agency director. If you still disagree with the rate, you should consider appealing through the fair hearing process. Your agency director or Foster Care Coordinator will tell you how to request a fair hearing.

Is there liability insurance for foster parents?

A statewide fund provides some protection when your own insurance policies do not. The state fund covers some property damage and personal injury caused by the foster child. The extent of coverage and exclusions is subject to change. The agency that licensed your foster home can give you up-to-date information.

More questions?

Contact your case worker or Foster Care Coordinator for further explanations. You can also visit our Foster Care website at <http://dcf.wisconsin.gov/children/foster>

If you have general questions about foster care or adoption in Wisconsin, you can also contact the Foster Care and Adoption Resource Center at www.wifostercareandadoption.org or 1-800-947-8074.

DCF is an equal opportunity employer and service provider. If you have a disability and need to access this information in an alternate format, or need it translated to another language, contact (608) 266-8787 (General) or (888) 692-1401 (TTY). For civil rights questions call (608) 266-5335 or (866) 864-4585 TTY (Toll Free).

MY FOSTER CHILDREN'S RECORDS	LAST REVIEW RATE						
	MONTHLY RATE						
	EXCEPTIO NAL RATE						
	SUPPLEMEN TAL RATE						
	BASIC MAINTENA NCE RATE						
	PLACEMENT DATE						
	CHILD'S NAME						

**UNDERSTANDING
THE
UNIFORM
FOSTER
CARE RATE**

Effective January 1, 2014 -
December 31, 2015



Division of Safety and Permanence

What is the Uniform Foster Care Rate?

The Uniform Foster Care Rate (UFCR) is a standard scale of monthly payments to foster parents for the cost of caring for a foster child. Because the rate is based on the needs of each child, it may also include extra payments (called Supplemental and Exceptional Rate payments) in addition to a BASIC MAINTENANCE RATE.

What does the Basic Maintenance Rate include?

The Basic Maintenance Rate is intended to cover food, clothing, housing, basic transportation, personal care, and other expenses on a monthly basis.

Certified Level One

The Basic Maintenance Rate provided for a child of any age by a foster home that is certified to provide level one care is:

	<u>Jan. 2014</u>	<u>Jan. 2015</u>
Level One	\$226	\$232

Certified Above Level One

The current age-related Basic Maintenance Rate for a foster home that is certified to provide care at a level of care that is higher than Level One care. The rate for each child is listed below by age group.

<u>Age of Child</u>	<u>Jan. 2014</u>	<u>Jan. 2015</u>
0 – 4	\$375.00	\$384.00
5 – 11	\$410.00	\$420.00
12 – 14	\$466.00	\$478.00
15 – 18	\$487.00	\$499.00

When a foster child in your care turns 5, 12, or 15 years of age, you will receive the next highest rate effective the date of on which the birthday occurs.

You will receive payment for your foster child for the day the child enters your home but not for the day the child leaves your home.

On the next page is a breakdown of the percentages typically spent on the basic necessities for children at various ages. This is intended as a guide. It is understood that your family will use the monthly Uniform Foster Care Rates in the manner which best meets your foster child's needs.

Guidelines for use of the Basic Rate

These specific breakdowns by food, clothing, housing, and personal care and other expenses are based on the cost of raising a child as calculated by the U.S. Department of Agriculture. Because the cost of raising a child is more than the amount provided through the Basic Maintenance Rate, these percentages provide only a guide for foster parents. The figures presented are percentages of the Basic Maintenance Rate received for a child in the designated age group.

FOOD

Age 0 to 4:	17 to 30%
Age 5 to 11:	26 to 33%
Age 12 to 14:	Approx. 33%
Age 15+	Approx. 33%

CLOTHING

Age 0 to 4:	Approx. 6%
Age 5 to 11:	Approx. 8%
Age 12 to 14:	Approx. 11%
Age 15+	Approx. 13%

HOUSING

Age 0 to 4:	48 to 58%
Age 5 to 11:	Approx. 43%
Age 12 to 14:	Approx. 39%
Age 15+	Approx. 36%

PERSONAL CARE AND OTHER EXPENSES*

Age 0 to 4:	Approx. 18%
Age 5 to 11:	Approx. 19%
Age 12 to 14:	Approx. 17%
Age 15+	Approx. 17%

* Other expenses include but are not limited to haircuts, soap, shampoo, toothpaste, and school supplies.

Is there an additional payment for children who have special needs?

Yes, for a foster home that is certified to provide care at a level of care that is higher than Level One care. If your foster child has emotional, behavioral, or medical needs, you may request an additional monthly payment to cover the costs of caring for the child's special needs. When approved, this payment is called a SUPPLEMENTAL RATE.

How is the Supplemental Rate determined?

Within the first 30 days after a foster child is placed in your home, you and your case worker will discuss whether the child may qualify for a

Supplemental Rate payment. If your foster child has needs that require special care or supervision, the case worker will submit a description of the child's problems or characteristics.

Evaluations from doctors, psychiatrists, therapists, or other specialists may be included with the case worker's report.

Using a point scale and all of the information regarding the child's emotional, behavioral, and medical needs, the placing agency determines the level of care the child requires and identifies special needs of the child.

The level of care and the identified special needs of the child establishes the Supplemental Rate.

Can Supplemental Rates be changed?

You and your case worker will review your foster child's progress at least every six months. At those reviews, the Supplemental Rate may be changed if the child's condition is changed. Inform your case worker of significant changes when they occur.

What if a child needs constant care or supervision?

If a child has extraordinary needs, you may receive an additional payment called an EXCEPTIONAL RATE. This payment may be provided if the child's placement in your home allows the child to be released from a more restrictive setting or prevents the child's placement in such a setting. Only providers certified above a Level One can receive exceptional rates.

You may receive an Exceptional Rate if, for example:

- the child requires 24-hour medical care supervised by a doctor or nurse.
- the child has severe behavior problems.
- the child is diagnosed as having a severe mental illness such as schizophrenia, severe cognitive disability, brain damage, or autism.
- the child chronically abuses alcohol or other drugs and needs close supervision.
- you are transporting the child to the school they attended prior to removal and this is in a district other than the district you live in.

No monthly payment for the combined Basic Maintenance, Supplemental, and Exceptional Rates may exceed \$2,000.

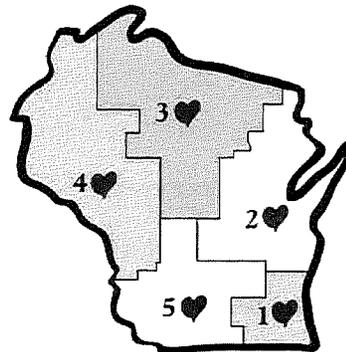
Adoption begins, not ends, at the time of placement. The experience of adoption extends into the future of family life and affects not only the adopted child or children, but also the marriage and other children in the family. Not all issues can be resolved prior to adoption or at the time of placement. Many adoptive families and adopted children need ongoing community support and services in order to sustain the adoption and maintain healthy individual and family functioning.



The Post-Adoption Resource Center of Family Services (PARC) understands that there are issues unique to adoptive families, birth parents and adoptees. Questions and concerns regarding these issues may be misunderstood by other people in your life. PARC is a resource that helps these families, individuals and professionals find more information and receive support and guidance. We are knowledgeable in post-adoption issues and will provide referrals, support and education. PARC is the place to call when you need some professional guidance on any adoption issue.

Services Provided:

- ◆ Toll-free access to information, resources and crisis intervention services.
- ◆ Referrals for families, individuals and professionals to connect with community support services.
- ◆ Support groups focusing on the issues of adoption.
- ◆ Educational opportunities for adoptive parents to better understand and receive encouragement while dealing with school issues, developmental stages, mental health needs, etc.
- ◆ Family celebrations to encourage support between adoptive families and to celebrate adoption!
- ◆ Distribution of a quarterly newsletter for adoptive parents.
- ◆ A free lending library with books, magazines, websites and videos that discuss adoption issues.

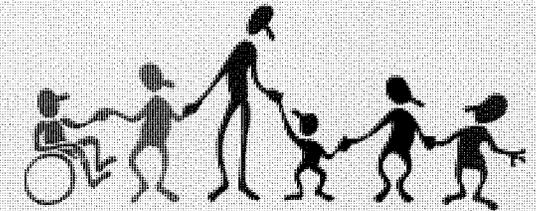


Wisconsin Post Adoption Resource Centers

(For locations of additional PARCs, please visit www.wiadopt.org)

The Post-Adoption Resource Center of Family Services offers assistance for individuals and families dealing with adoption issues. Services are available in the following counties:

- | | |
|---------------|-------------|
| • Brown | • Menominee |
| • Calumet | • Oconto |
| • Door | • Outagamie |
| • Fond du Lac | • Shawano |
| • Green Lake | • Sheboygan |
| • Kewaunee | • Waupaca |
| • Manitowoc | • Waushara |
| • Marinette | • Winnebago |
| • Marquette | |



To contact the Post-Adoption Resource Center of Family Services:

Telephone:

920-436-4360 ext. 1264 or 800-998-9609

Website:

www.familyservicesnew.org/parc

Mail:

Post-Adoption Resource Center
 Family Services
 P.O. Box 22308
 Green Bay, WI 54305-2308

The Post-Adoption Resource Center of Family Services is funded by a grant from the Wisconsin Department of Health & Family Services.



Oneida Business Committee Agenda Request

1. Meeting Date Requested: 5 / 25 / 16

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Standing Committees

Accept as Information only

Action - please describe:

Approval of Oneida Library Board Quarterly Report

3. Supporting Materials

Report Resolution Contract

Other:

1. [Empty text box]

3. [Empty text box]

2. [Empty text box]

4. [Empty text box]

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Fawn Billie

Primary Requestor/Submitter: Dr. Carol Cornelius, Secretary of Oneida Library Board

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Quarterly

ONEIDA COMMUNITY LIBRARY BOARD
QUARTERLY REPORT January, February, March 2016

MISSION STATEMENT: Provide for the informational needs of the Oneida Community while building a collection that reflects our unique Oneida heritage. All persons will have access to current, balanced materials, services and programs that will enrich their information, cultural and recreational needs.

NAME OF BOARD: Oneida Community Library Board

CONTACT: Roxanne Anderson, Vice Chairperson

MEMBERS: Roxanne Anderson, Vice Chairperson
 Dr. Carol Cornelius, Secretary
 Bridget John , Member
 Dylan Benton, Member

BC LIAISON: Fawn Billie

MINUTES:

The following meeting minutes have been approved by the Oneida Community Library Board and sent to Kathy Metoxen:

Jan. 13, 2016
 Feb. 10, 2016
 March 9, 2016

ACTION TAKEN:

The Board meets at the Library, the second Wednesday of the month at 4:30 p.m.

HIGHLIGHTS OF THE LIBRARY**January 2016**

- *OWLS Net funding is based on the number of customer borrowing from our library, lending/borrowing. R&E reports have positive variance in all 5 budgets
 - * Keeping track of students asking for tutoring. YES program does tutoring and activities with student two times per week at the Library.
 - *Seven classrooms from FACE and Headstart do monthly visits to Green Earth Branch Library.
 - * Two Elders work at Green Earth for 20 hours per week with funding from other programs.
- Patron count 2,871

February 2016

- *Staff training sessions on a wide range of topics are available and taken on Webinar sponsored by Nicolet Federated Library system. Staff earn CEU's with these training sessions. Two staff members are enrolled in Library science classes at NWTC.
- *With all the amazing activities held at the Green Earth Branch Library, concern was expressed that she may be outgrowing the building space available. Green Earth has seen an increase in social media accounts, with Pinterest which allows them to connect with patrons and people all over the world, and get current information from other libraries.
- *Upcoming events: Libraries lovers Luau, Oneida Language for preschool children by Eliza Skenandore, and Global warming TBA.
- *Kymberly Pelky made a report on "Native Voices" which is a traveling exhibit sponsored by the American Library Association. An application was made and our library was accepted for Aug. 16-Sept. 27, 2017. It includes displays, kiosks, I pad, slide shows. Our cost is \$250.00 for expenses for shipping 3 seven foot cases and \$35,000 insurance.

*Oneida language for little kids is included on Toddler Tues, and Fridays. Special learning nests were created for development and sensory activities. Included new moon for the months and incorporate into activities.

*Patron count: 2,924

March 2016

*The annual Luau was held with puppets, and games for the 30 children who attended.

*A new class Social Painting for Adults was well attended with the theme "Cookies and Canvas". The teacher for this class is on the smart board! Request have been made for another session. "Coloring for Stress Relief" was introduced to patrons this month with 8 attending.

*Both libraries celebrated National Library Lover's Month, both of the new activities went well. They celebrated pancake national day with making pancakes.

* New board member Dylan Benton was welcomed and given a copy of the Strategic Plan for 2016-21018

*Speakers on climate change. Lou Williams and Carol Cornelius met with Jeff Mears from Environmental regarding setting up a series of workshops on climate change. The first session was held March 30, at 5 pm at the main library.

* Patron count, 3,180

FINANCIAL:

All library budgets have a positive variance.

The Library will continue to apply for grants and will follow purchasing guidelines to stay within the budget.

The Library is taking great care to abide by cost containment guidelines.

SPECIAL EVENTS AND TRAVEL:

Reference Highlights of the Library above.

UPCOMING EVENTS

Planning a series of workshops on climate change with the Environmental department.

PERSONAL COMMENTS:

The Board would like to commend the Library Staff for the valuable services they provide to the community.

The Oneida Library provides a safe, welcoming, and positive place for our young people and the community.

The Oneida Library provides a hub of activities for families and the community.