



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 Tribe of Indians of Wisconsin

BUSINESS COMMITTEE



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.

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

RESOLUTION # 7-18-07-A


FY 08 Funding Agreement Negotiated with Department of Health and Human Services Indian Health Services

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government, a Treaty Tribe recognized by the laws of the United States, and a Self-Governance Tribe with the Department of the Interior's Bureau of Indian Affairs and with the Department of Health and Human Service's Indian Health Service; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS,** the Oneida Business Committee has been delegated authority under Article IV, Section 1 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** it is the mission of the Oneida Nation of Wisconsin to protect and improve the resources, the standards of living, and the environment in which the Oneida people live while maintaining, enforcing, and exercising the sovereign rights of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has determined that entering into a Self-Governance Compact and Funding Agreement with the U.S. Government's Department of Health and Human Service's Indian Health Service pursuant to P.L. 93-638, as amended, supports and enhances the Oneida Nation's sovereignty.

NOW, THEREFORE, BE IT RESOLVED: that the Oneida Tribe of Indians of Wisconsin approves the Funding Agreement negotiated with the Department of Health and Human Services Indian Health Service for Fiscal Year 2008 and authorizes the Chairman to sign the Funding Agreement as negotiated.

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 18th day of July 2007; that the foregoing resolution was duly adopted at such meeting by a vote of 6 members for; 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.


Patricia Hoeft, Tribal Secretary
Oneida Business Committee

FUNDING AGREEMENT

BETWEEN

ONEIDA TRIBE OF INDIANS OF WISCONSIN

AND

THE UNITED STATES OF AMERICA

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FOR INDIAN HEALTH SERVICE PROGRAMS

OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008

Section 1 - Preamble. This Funding Agreement (FA) is entered into by the Oneida Tribe of Indians of Wisconsin (hereinafter the Tribe) and the Director of the Indian Health Service (IHS) for the Secretary of Health and Human Services (HHS) of the United States of America pursuant to Title V of the Indian Self-Determination and Education Assistance Act (the Act), as amended, and governed by the Compact of Self-Governance entered into between the Tribe and the Secretary of Health and Human Services. The purpose of this Agreement is to set forth the programs, services, functions and activities (PSFA), and their associated resources to be transferred from the IHS to the Tribe for the funding period October 1, 2007 through September 30, 2008; to identify the PFSAs, and associated resources to be retained by the IHS for the same funding period; and to identify any terms and conditions for implementation of this Agreement in addition to those in the Compact.

Section 2 - Tribal Programs and Services. The Tribe agrees to administer, provide, or otherwise be responsible for the PFSAs identified below in accordance with the terms of the Compact and this Agreement. Services will be provided to IHS-eligible persons as defined under applicable law. The Tribe is committed to providing quality patient care by maintaining qualified staff, state-of-the-art equipment, a well-functioning physical plant and the continuous supply of medical provisions required to provide quality patient care as defined in the standards of an accreditation organization such as the Joint Commission on Accreditation of Health Care Organizations (JCAHO) or the Accreditation Association for Ambulatory Health Care (AAAHC). As provided in Section 506 (e) of the Act, as amended, the Tribe may redesign or consolidate PFSAs (or portions thereof) included in this Agreement pursuant to Section 505(b)(2) of the Act and reallocate or redirect funds for such PFSAs (or portion thereof) in any manner the Tribe deems to be in the best interest of the health and welfare of the Indian Community being served, but only if the redesign or consolidation does not have the effect of

denying eligibility for services to population groups otherwise eligible to be served under applicable Federal Law. The Tribe will provide the following services:

A. General Health Services

1. Ambulatory Medical Services
2. Dental Services
3. Pharmaceutical Services
4. Alcohol and Drug Treatment Services
5. Mental Health Services
6. Contract Health Care Reimbursements
7. Optical Services
8. Maternal and Child Health
9. Audiology

B. Preventative Health Services

1. Public Health Nursing
2. Health Education, Medical and Environmental
3. Community Health Representatives
4. Nutrition

C. Environmental Health Services

1. Waste Water Treatment and Disposal
2. Engineering Design Services
3. Surveying and Drafting
4. Site Inspection and Investigation
5. Sanitation Projects
6. Safety/Injury Prevention

D. Facilities

1. General Operation and Maintenance
2. Architectural and Engineering
3. Facilities Renovation
4. Drug and Alcohol Rehabilitation and Treatment
5. Nursing facility services at the Anna John Nursing Home to the same extent that skilled nursing or nursing facility services are covered services under the Medicare or Medicaid program.

E. Administration

1. General Program Administration
2. Special Project Administration

Section 3 - Amounts Available in Fiscal Year 2008. The amounts available to the Tribe pursuant to the Compact and Title V of the Act, as amended, for Fiscal Year 2008 are shown in Attachments #1, 2, and 3, Fiscal Year 2008 Detail Report. The parties to this Agreement recognize that the total amount of funding in this agreement is subject to adjustment based on changes in appropriations by Congressional action in Appropriation Acts. The attached Self-Governance FA funding table has been incorporated into this FA. This table reflects estimated total funding levels and will be amended to reflect actual appropriations whether such appropriations are made by means of regular appropriations acts or continuing resolution. Upon enactment of relevant appropriation Acts or other law affecting availability of funds to the IHS, the Tribe will be notified and the total amount will be adjusted in accordance with the law. The Tribe shall also be eligible for new services, service increases, mandatories, population growth, health services priority system, indirect contract support costs, and other non-recurring resources on the same basis as other Area tribes. Congressional increases that are distributed at the Area level will be distributed based on the Area Tribal Size Adjustment (TSA) % for a Tribe calculated using the most recent validated and approved Bemidji Area Patient Count (formerly titled the area user population). For FY2008, the Area TSA% was calculated using the Area FY2006 Bemidji Area Patient Count. It is recognized there may be errors in calculations or other mistakes regarding estimates of tribal funding shares which may need to be adjusted. Both parties agree to take action to correct such errors as they are identified.

A. Direct Program Funding. The estimated available funding for FY 2008 is as follows:

Headquarters Tribal Shares	\$ 220,501
Area Tribal Shares w/ Equipment	\$ 669,725
Aberdeen Area Office	\$ 28,620
Tribal Base Funding w/Direct CSC	<u>\$ 8,630,345</u>
Indirect Contract Support *	\$ 647,785
Total Shares Eligible for FY 2007:	\$ 10,252,976

*Indirect Contract Support Costs (CSC) is non-recurring and subject to Section 5 of this Agreement. OEH&E funds are program formula shares and will be distributed based on final 2008 workload data.

B. Tribal Shares Identified but not Compacted by Tribe. All shares identified but not compacted by the Tribe, including but not limited to, all general and mandatory increases, will be made available to the Tribe by IHS should the Tribe elect to add these funds to its FA in future years.

C. IHS Funding Currently not Identified as Tribal Shares. Any funding not identified as Tribal Shares will be made available to the Tribe when those funds are subsequently identified as Tribal Shares.

D. Existing and Future Non-recurring Funds. All new, and previously undistributed, non-recurring funds available for general distribution, will be added to the FA on the same basis as other Area tribes.

E. Other Headquarters Managed Funds. The Tribe is to remain eligible for distribution of Tribal Share Assessments, Workman's Compensation, Management Initiatives, and Emergency funds. Tribal Shares of the Management Initiatives and Emergency Funding shall be based on the IHS HQ TSA % for any balance in a fund at year-end. Tribal shares of Workman's Compensation may be allocated on final recommendations of a joint IHS/Tribal Workgroup.

Section 4 - Programs Retained.

The IHS will provide for continued connection of the Tribe's Resource and Patient Management System (RPMS), if any, to the IHS RPMS, through the Area Office. The Tribe will provide standard data from the Tribe's RPMS components, including Patient Registration, Patient Care Component (PCC) or Ambulatory Patient Care (APC), and Contract Health Service Management System (CHSMS).

The Tribe has elected to have the Secretary retain the following programs:

- A. Area and HQ MIS & DIR Programs**
- B. Area Office Biomedical Engineering Services.**
- C. Headquarters and Area OEH & E (see Addendum #1).**
- D. Area Recruitment Services**
- E. National Indian Health Board**
- F. N.E.C.I.**
- G. Clinical Applications Coordinator**
- H. Business Office Coordinator**

I. Public Health Advisor

Section 5 - Contract Support Funding.

The parties agree that the CSC funding under this Funding Agreement (FA) will be calculated and paid in accordance with Sections 508[c], 519(b) and 106(a) of the Act; IHS CSC Policy (Indian Health Manual - Part 6, Chapter 3) or its successor; and any statutory restrictions imposed by Congress. In accordance with these authorities, and taking into account available appropriations for CSC, the parties agree that under this FA the Oneida Tribe of Indians of Wisconsin will receive direct CSC in the amount of \$233,022 (amount from funding table), and indirect CSC in the amount of \$ 647,785 (amount from funding table).* These amounts were determined using the FY 2007 IHS CSC appropriation, and the Tribe's direct cost base and indirect rate as of June 25, 2007, and may be adjusted as set forth in the IHS CSC Policy (IHM 6-3) as a result of changes in program bases, Tribal CSC need, and available CSC appropriations. Any adjustments to these amounts will be reflected in future modifications to this FA.

Section 6 - Special Earmarked Programs, Services and Functions. The Tribe is not authorized under this Agreement to redesign or to shift or transfer any of the funding for any PFSAs which are subject to special restrictions imposed by appropriations acts.

Section 7 - No Reduction in Programs, Services to Other Tribes. It is the intent of the parties that pursuant to Section 515(a) of the Act, as amended, nothing in this Agreement diminishes any programs, services, or functions to other tribes.

Section 8 - Method of Payment. Except as provided in subsection (a) and (b) below, all funds identified will be paid to the Tribe in one (1) lump sum payment within thirty (30) days of apportionment to HHS with the exception of program formula payments. The PFSAs shares that are distributed using a program formula will be paid within 30 days after apportionment of such funds to the Area.

A. Periodic Payments. Payment of funds otherwise due the Tribe under this FA, which are added or identified after the initial payment is made, will be made within 10 working days after distribution methodologies and other decisions regarding payment of those funds have been made by IHS.

B. Prompt Payments. All payments will be made in a prompt manner and will be subject to the terms of the Federal Prompt Payment Act, Chapter 39 of Title 31 U.S.C.

Section 9 - Emergency Reserve Funding. The Tribe will be eligible for a percentage

of any Emergency Reserve Funding appropriated but not utilized in FY 2008.

Section 10 - Amendment or Modifications of this Agreement. Except as otherwise provided by this FA, the Compact, or by law, any modifications of this Agreement shall be in the form of a written amendment and shall require written consent of the Tribe and the Secretary.

Written consent of the Tribe and the Secretary shall not be required for issuing amendments which result from increases in actual appropriation levels or which represent an increase in funding for PFSAs identified in the Agreement. Such increases include, but are not limited to:

- # Program/Area/HQ Mandatories
- # Program/Area/HQ End-of-year Distributions
- # CHEF, CHS Deferred Services
- # Medicare and Medicaid Collections

When such an increase in funding occurs, the IHS will notify the Tribe of the increase in writing.

Section 11 - Current Commission Corps Personnel. To the extent permitted by Federal law, the parties to this Compact and FA agree to maintain the current staffing level of Commissioned Corp Officers at 2 FTEs. The parties agree that the terms and conditions of the detail of Commissioned Corp Officers are governed by a separate and independent Memorandum of Agreement.

Section 12- Waiver of Federal Law and Sovereignty. Nothing in this FA shall be construed as a waiver of Federal or Tribal sovereign immunity or as an agreement by IHS to be bound by Tribal Law.

Section 13 -Health Status Reports. The Tribe agrees to report on the health status and service delivery in accordance with the requirements of section 507 (a)(1) of the Act. Government Performance and Results Act (GPRA) indicators will be used in measuring the relative costs and benefits of the activities undertaken by the Tribe in this FA. GPRA indicators to be used in FY 2008 are attached as Attachment 4.

Section 14 - Approval of Funding Agreement. The resolution of the Tribe Business Committee approving the FY 2008 FA appears as an attachment.

Section 15 – Reassumption. The parties agree that the Secretary will reassume operation of a PSFA (or portion thereof) and associated funding transferred from the IHS to the Tribe in this

Agreement only in the event that the requirements of Section 507(a)(2) of the Act are met.

Section 16 - Statutorily Mandated Grants. In accordance with section 505(b)(2) of Title V and its implementing regulations, the parties agree that the Secretary will add any statutorily mandated grant awarded through the IHS to Tribe to this FA after these grants have been awarded. Grant funds will be paid to the Tribe as a lump sum advance payment through the PMS grants payment system. The Tribe will use interest earned on such funds to enhance the specific statutory mandated grant program including allowable administrative costs. The Tribe will comply with all the terms and conditions of the grant award for statutory mandated grants, including reporting requirements, and will not reallocate grant funds nor redesign the grant program.

Dated this ___th day of _____, 2007.

By: _____
Gerald L. Danforth, Chairman
Oneida Tribe of Indians of Wisconsin

By: _____
Dr. Charles Grim, DDS
United States of America Department of
Health and Human Services
Indian Health Service