Oneida Business Committee

Regular Meeting
9 a.m. Wednesday, March 11, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

To get a copy of the agenda, go to: http://oneida-nsn.gov/

MEETING CANCELLED

I. Call to Order and Roll Call

II. Opening

III. Adopt the agenda

IV. Oaths of Office

A. Pardon and Forgiveness Screening Committee – Gene Redtail

B. Environmental Resource Board – Shawn Skenandore

V. Minutes

A. Approve February 25, 2015 regular meeting minutes

B. Approve March 03, 2015 special meeting minutes

VI. Resolutions

A. Adopt resolution titled Take your Son/Daughter to Work Day
Sponsor: Fawn Billie, Councilwoman

B. Adopt resolution titled Rules of the Appellate Procedure Amendments
Sponsor: Brandon Stevens, Councilman

VII. Appointments *(No Requested Action)*

VIII. Continuing Resolution Reports

A. Accept Oneida Gaming Commission continuing resolution closeout report
Sponsor: Mark A. Powless, Sr., Chairman

B. Accept Oneida Gaming Division continuing resolution closeout report
Sponsor: Louise Cornelius, Gaming General Manager

C. Accept Department of Public Works continuing resolution closeout report
Sponsor: Bruce Danforth, Asst. Division Director/Development Operations

D. Accept Final Audit Memo and Delete the continuing resolution closeout reports
Sponsor: Lisa Summers, Tribal Secretary

IX. Standing Committees

A. Legislative Operating Committee
Sponsor: Councilman Brandon Stevens, Chair
1. **Accept Legislative Operating Committee meeting minutes of February 18, 2015**

B. Finance Committee
Sponsor: Treasurer Trish King, Chair
1. **Accept Finance Committee minutes of March 2, 2015**

C. Community Development Planning Committee ***(No Requested Action)***

D. Quality of Life ***(No Requested Action)***

X. General Tribal Council

XI. Unfinished Business *(No Requested Action)*

XII. Tabled Business *(No Requested Action)*

XIII. New Business

A. Approve Limited Waiver of Sovereign Immunity – Anthem Blue Cross Blue Shield Contract #2014-1170
Sponsor: Debbie Danforth, Division Director/Operations-Comprehensive Health

B. Approve Limited Waiver of Sovereign Immunity – United Healthcare Insurance Contract #2014-0648
Sponsor: Debbie Danforth, Division Director/Operations-Comprehensive Health

C. Approve Limited Waiver of Sovereign Immunity – Arise Health Plan Insurance Contract #2015-0018
Sponsor: Debbie Danforth, Division Director/Operations-Comprehensive Health

D. Approve Valley Forge Lobbying Gifts
Liaison: Brandon Stevens, Councilman

E. Accept Oneida Nation School Board's SOP for Contract Personnel Salaries and Benefits
Liaison: Fawn Billie, Councilwoman

F. Accept quarterly reporting update and direct appropriate follow-up
Sponsor: Lisa Summers, Tribal Secretary

G. Approve Kelly L. Skenandore to represent the Tribe as a member of the TribalNet Advisory Board
Sponsor: Debbie Danforth, Division Director/Operations

MEETING CANCELLED

H. Support Dissertation Research Review
Sponsor: Jo Anne House, Chief Counsel

I. Accept Self-Funded Health Insurance Rate Financial Impact 1st Quarter Report
Sponsor: Larry Barton, Chief Financial Officer

XIV. Travel

A. Travel Reports

1. **Accept travel report for Councilman Brandon Stevens – NCAI – Oct. 27-31, 2014**
   Sponsor: Brandon Stevens, Councilman

B. Travel Requests

1. **Tribal Secretary Lisa Summers – Crimes Against Children in Indian Country Conference – Carlton MN, Apr. 27-30, 2015**
   Sponsor: Lisa Summers, Tribal Secretary

MEETING CANCELLED

XV. Reports *(This section of the agenda is scheduled to begin at 1:30 p.m.)*

A. Operational Reports

1. **Organizational Development** – Melanie Burkhart, Supervisor

2. **Self-Governance** – Chris Johns, Coordinator

B. Corporate Reports

1. **Oneida Airport Hotel Corporation** – Janice Skenandore-Hirth, Agent

2. **Oneida Golf Enterprise Corporation** – Janice Skenandore-Hirth, Chairwoman

3. **Bay Bancorporation Inc.** – Jeff Bowman, President

4. **Oneida Total Integrated Enterprises** – William "Butch" Rentmeester, Chairman

5. **Oneida Engineering Science & Construction Group, LLC** – Jackie Zalim, Chairwoman

C. Boards Committees and Commissions

1. **Land Claims Commission** – Amelia Cornelius, Chairwoman
   Liaison: Brandon Stevens, Councilman
   Excerpt from February 25, 2015: (1) *Motion by Jennifer Webster to halt stipends to the Land Claims Commission until the Land Claims Commission's quarterly report is submitted to and accepted by the Business Committee, seconded by Lisa Summers. Motion carried unanimously.*
   (2) *Motion by Lisa Summers to defer the concern regarding delinquent reporting to the Land Claims Commission's liaisons, Brandon Stevens and Jennifer Webster, for follow up, seconded by Melinda J. Danforth. Motion carried unanimously.*

2. **Land Commission** – Amelia Cornelius, Chairwoman
   Liaison: Tehassi Hill, Councilman
   Excerpt from February 25, 2015: *Motion by Melinda J. Danforth to defer the Oneida Land Commission quarterly report to the March 11, 2015 Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously.*

XVI. Executive Session

A. Executive Session meeting minutes of March 10, 2015 *(No Requested Action)*

MEETING CANCELED

B. Reports

1. **Oneida Seven Generations Corporation** – Gene Keluche, Sagestone Management LLC

2. **Oneida Airport Hotel Corporation** – Janice Skenandore-Hirth, Agent

3. **Oneida Golf Enterprise Corporation** – Janice Skenandore-Hirth, Chairwoman

4. **Bay Bancorporation Inc.** – Jeff Bowman, President

5. **Oneida Total Integrated Enterprises** – William "Butch" Rentmeester, Chairman

6. **Oneida Engineering Science & Construction Group, LLC** – Jackie Zalim, Chairwoman

7. **Chief Counsel report** – Jo Anne House, Chief Counsel

8. **Officers' report** – Melinda J. Danforth, Tribal Vice-Chairwoman

C. Audit Committee
Sponsor: Councilman Tehassi Hill, Audit Committee Chairman

1. **Accept the Slot Compliance Audit and lift the confidentiality requirement allowing Tribal members to view the audit**
Sponsor: Tehassi Hill, Councilman
Excerpt from February 25, 2015: *Motion by Tehassi Hill to defer this agenda item the next regular Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously.*

D. Unfinished Business

1. **Approve Limited Waiver of Sovereign Immunity for Vision Oneida, LLC, Contract #2015-0110**
Sponsor: Tehassi Hill, Councilman
Excerpt from March 03, 2015: (1) *Motion by Melinda J. Danforth to defer this item to the regular Business Committee meeting of March 11, 2015, in order for us to conduct further due diligence, seconded by Brandon Stevens. Motion carried unanimously. (2) Motion by Brandon Stevens for the Chairwoman's Office set up a meeting between the Land Commission and the Business Committee before March 11, 2015, including a memorandum identifying the stated concerns, seconded by Tehassi Hill. Motion carried unanimously.*
Excerpt from February 25, 2015: *Motion by Melinda J. Danforth to move this agenda item to the special Business Committee meeting that will be scheduled on or before March 04, 2015, and to direct Law Office to provide the necessary follow-up information, seconded by Lisa Summers. Motion carried unanimously.*

E. Tabled Business ***(No Requested Action)***

F. New Business

1. **Ratify e-poll: approve procedural exception for offer to purchase 2 properties**
Sponsor: Lisa Summers, Tribal Secretary

2. **Approve State Lobbyist contract**
Sponsor: Lisa Summers, Tribal Secretary

3. **Approve Attorney Sweeney contract #2015-0096**
Liaison: Lisa Summers, Tribal Secretary

4. **Approve amendment to Attorney contract #2015-0188**
Sponsor: Jo Anne House, Chief Counsel

5. **Approve 36 new enrollments**

Liaison: Brandon Stevens, Councilman

6. **Approve 1 new enrollment**
   Liaison: Brandon Stevens, Councilman

7. **Safety concern**
   Sponsor: Gerald L. Hill, Chief Judge-Appellate and Denise Beans, Chief Judge-Trial

8. **Update regarding Gaming impact from Tier IV upgrade** ***(Scheduled at 1:30 p.m. on 03/10/15)***
   Sponsor: Louise Cornelius, Gaming General Manager

XVII. Adjourn

Posted on the Tribe's official website, www.oneida-nsn.gov, at 01:00 p.m. Friday, March 06, 2015, pursuant to the Open Records and Open Meetings Law, section 7.17-1. For additional information, please call the Business Committee Support Office at (920) 869-4364.

The meeting packet of the open session materials for this meeting is available to Tribal members by going to the Members-Only section of the Tribe's official website at: www.oneida-nsn.gov/MembersOnly

For information about this meeting, please call the Business Committee Support Office at (920) 869-4364 or (800) 236-2214.

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Oath of Office for the Pardon and Forgiveness Screening Committee

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Administer Oath of Office to Gene Redhail

3. Justification

Why BC action is required (see instructions):

Comprehensive Policy Governing Boards, Committees and Commissions requirement Article VI. Appointed Positions 6-3.

4. Supporting Materials

Instructions

☒ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Lisa Summers, Tribal Secretary

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Oneidas 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

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.

MEETING CANCELLED

Memorandum

To: Lisa Summers, Tribal Secretary

From: Kathleen M. Metoxen, Executive Tribal Clerk

Date: February 25, 2015

Subject: Oath of Office for Pardon and Forgiveness Screening Committee

I also sent an e-mail to Don White on January 9, 2015 advising him to make a recommendation for an SSB representative and an alternate for the Pardon and Forgiveness Screening Committee for a 3 year term. He responded back saying he will forward this to Linda Torres for the recommendation. The recommendation was made on January 12, 2015 with Gene Redhail being the primary person and Evangeline Danforth being the alternate. The Chairwoman made her appointment at the February 25, 2015 Business Committee meeting with Gene Redhail being the primary person and Evangeline Danforth being the alternate.

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Oath of Office for Environmental Resource Board

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Administer oath of office to Shawn Skenandore

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

Instructions

☒ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Lisa Summers, Tribal Secretary

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

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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.

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

Memorandum

To: Lisa Summers, Tribal Secretary

From: Kathleen M. Metoxen, Executive Tribal Clerk

Date: February 25, 2015

Subject: Oath of Office for Environmental Resource Board

The posting was in the November 26, 2014 issue of the Kalihwisaks for (1) one vacancy on the Environmental Resource Board for a (3) three year term with the deadline of December 26, 2014. There were (3) three applicants for the (1) one vacancy on the Environmental Resource Board. The appointment was made on the February 25, 2015 BC Agenda.

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

Approve February 25, 2015 regular meeting minutes

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Approve February 25, 2015 regular meeting minutes

3. Justification

Why BC action is required (see instructions):

BC minutes require BC approval

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☒ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. February 25, 2015 regular meeting minutes
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Lisa Summers, Tribal Secretary

Requestor (if different from above): ____________________

Name, Title / Dept. or Tribal Member

Additional signature (as needed): ____________________

Name, Title / Dept.

Additional signature (as needed): ____________________

Name, Title / Dept.

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MEETING CANCELED

Oneida Business Committee

Regular Meeting
9 a.m. Wednesday, Feb. 25, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes - DRAFT

DRAFT
MEETING CANCELED

Present: Chairwoman Tina Danforth, Treasurer Trish King, Council members: Fawn Billie, Tehassi Hill, Brandon Stevens, Jennifer Webster;
Not Present: ;
Arrived at: Secretary Lisa Summers 9:[illegible] a.m.; Vice-Chairwoman Melinda J. Danforth 9:49 a.m.
Others present: Daniel King, Brad Graham, Bill Graham, Ravinder Vir, Laura Manthe, Debbie Danforth, Michelle Mays, Lisa Aho, Geraldine Danforth, Lynn Franzmeier, Shawn Skenandore, Michele Doxtator, Sheila Huff, Cheryl Skolaski, Cheryl Stevens, Pri Dessart, Tracy Williams, Leah Dodge, Dianne Mclester-Heim, Joanie Buckley

I. Call to Order and Roll Call by Chairwoman Tina Danforth at 9:02 a.m.

II. Opening by Councilman Tehassi Hill

A. Moment of Silence – Chairwoman Tina Danforth

A Moment of Silence for the family of J[illegible] Tenuta, State Lobbyist, who has passed away.

III. Adopt the agenda

Motion by Tehassi Hill to adopt the agenda with one change (to move agenda item VII.C. Appoint Gene Redhail, Evangeline Danforth, Eric Boulanger, and Lyle Metoxen to the Pardon and Forgiveness Screening Committee to the beginning of the agenda), seconded by Trish King. Motion carried unanimously:

Ayes:	Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present:	Melinda J. Danforth, Lisa Summers

IV. Oaths of Office administered by Tribal Chairwoman, Tina Danforth

A. Pardon and Forgiveness Screening Committee – Evangeline Danforth, Eric Boulanger, and Lyle Metoxen ***(Gene Redhail not present)***

V. Minutes

A. Approve February 11, 2015 regular meeting minutes

Motion by Jennifer Webster to approve the February 11, 2015 regular meeting minutes, seconded by Tehassi Hill. Motion carried unanimously:

Ayes:	Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present:	Melinda J. Danforth, Lisa Summers

VI. Resolutions

A. Adopt resolution titled Indian Child Welfare Act Policy ***(No Update Submitted)***

Sponsor: Jo Anne House, Chief Counsel

Excerpt from February 11, 2015: *Motion by Lisa Summers to defer the resolution titled Indian Child Welfare Act Policy to the next regular Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.*

Motion by Jennifer Webster to defer for 30 days the resolution titled Indian Child Welfare Act Policy, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

B. Adopt resolution titled Administration for Children and Families – Administration for Native Americans, Native American Language Preservation and Maintenance/Esther Martinez Immersion

Sponsor: Don White, Division Director/GSD

Motion by Brandon Stevens to adopt resolution 02-25-15-A Administration for Children and Families – Administration for Native Americans, Native American Language Preservation and Maintenance/Esther Martinez Immersion, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

C. Adopt resolution titled Administrative Procedures Act Amendments Emergency Adoption

Sponsor: Councilman Brandon Stevens, LOC Chairman

Motion by Tehassi Hill to adopt resolution 02-25-15-B Administrative Procedures Act Amendments Emergency Adoption, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

D. Adopt resolution titled Adoption of Amendments to the following to remove references to the Oneida Appeals Commission pursuant to GTC Resolution 07-01-13-A: Attorney Contract Policy, Condominium Ordinance, Emergency Management and Homeland Security, Employee Protection Policy, Local Land Use Regulation Reimbursement Policy, Notary Act, Oneida Election Law, Oneida Food Service Code, Oneida Nation Law Enforcement Ordinance, Oneida Vendor Licensing, Real Property Law, Social Media Policy, Tattooing and Body Piercing Law and Tribal Environmental Response

Sponsor: Councilman Brandon Stevens, LOC Chairman

Motion by Tehassi Hill to adopt resolution 02-25-15-C Adoption of Amendments to the following to remove references to the Oneida Appeals Commission pursuant to GTC Resolution 07-01-13-A: Attorney Contract Policy, Condominium Ordinance, Emergency Management and Homeland Security, Employee Protection Policy, Local Land Use Regulation Reimbursement Policy, Notary Act, Oneida Election Law, Oneida Food Service Code, Oneida Nation Law Enforcement Ordinance, Oneida Vendor Licensing, Real Property Law, Social Media Policy, Tattooing and Body Piercing Law and Tribal Environmental Response, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers,

VII. Appointments

A. Appoint Shawn Skenandore to the Environmental Resource Board

Sponsor: Tina Danforth, Tribal Chairwoman

Excerpt from February 11, 2015: *Motion by Lisa Summers to defer this to the next regular Business Committee meeting and have ERB bring back their information on how they can come up some solutions to the training aspect, seconded by Brandon Stevens. Motion carried unanimously.*

Motion by Brandon Stevens to appoint Shawn Skenandore to the Environmental Resource Board, seconded by Jennifer Webster. Motion carried with one abstention:

Ayes: Trish King, Fawn Billie, Jennifer Webster
Abstained: Tehassi Hill
Not Present: Melinda J. Danforth, Lisa Summers

B. Appoint Daniel King, Safety Coordinator, to the Department of Energy – Nuclear Energy Tribal Working Group

Sponsor: Pat Pelky, Division Director/EH&S

DRAFT
MEETING CANCELLED

Motion by Jennifer Webster to appoint Daniel King, Safety Coordinator, to the Department of Energy – Nuclear Energy Tribal Working Group, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

C. Appoint Gene Redhail, Evangeline Danforth, Eric Boulanger, and Lyle Metoxen to the Pardon and Forgiveness Screening Committee

Sponsor: Tina Danforth, Tribal Chairwoman

Motion by Jennifer Webster to appoint Gene Redhail, Evangeline Danforth, Eric Boulanger, and Lyle Metoxen to the Pardon and Forgiveness Screening Committee, seconded by Brandon Stevens. Motion carried with one abstention:

Ayes: Trish King, Fawn Billie, Jennifer Webster
Abstained: Tehassi Hill
Not Present: Melinda J. Danforth, Lisa Summers

VIII. Continuing Resolution Reports

A. Environmental, Health, and Safety Division continuing resolution closeout report

Sponsor: Pat Pelky, Division Director/EH&S

Excerpt from February 11, 2015: *Motion by Lisa Summers to defer the Environmental, Health, and Safety Division continuing resolution close out report to the next regular Business Committee meeting so we can have a representative from EH&S present, seconded by Melinda J. Danforth. Motion carried unanimously.*

Motion by Jennifer Webster to approve the Environmental, Health, and Safety Division continuing resolution closeout report, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

B. Comprehensive Health Division continuing resolution closeout report

Sponsor: Dr. Ravi Vir, Division Director/Medical & Debra J. Danforth, Division Director/Comp. Health

Excerpt from February 11, 2015: *Motion by Lisa Summers to defer the Comprehensive Health Division continuing resolution close out report to the next regular business committee meeting so we can have a representative from Comp. Health present, seconded by Jennifer Webster. Motion carried unanimously.*

Motion by Jennifer Webster to approve the Comprehensive Health Division continuing resolution closeout report, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

C. Trust/Enrollment Committee continuing resolution closeout report

Liaison: Brandon Stevens, Councilman

Motion by Fawn Billie to approve the Trust/Enrollment Committee continuing resolution closeout report, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

D. Organization Development continuing resolution closeout report

Sponsor: Melanie Burkhart, Organization Development Supervisor

Motion by Jennifer Webster to approve the Organization Development continuing resolution closeout report, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

E. Human Resources Department continuing resolution closeout report

Sponsor: Geraldine Danforth, Area Manager/HRD

Motion by Jennifer Webster to approve the Human Resources Department continuing resolution closeout report, seconded by Brandon Stevens. Motion carried unanimously:

DRAFT
MEETING CANCELLED

Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

F. Personnel Commission continuing resolution closeout report
Liaison: Lisa Summers, Tribal Secretary
Motion by Jennifer Webster to approve the Personnel Commission continuing resolution closeout report, seconded by Tehassi Hill. Motion carried unanimously:
Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth, Lisa Summers

Secretary Lisa Summers arrives at 9:35 a.m.

G. Retail Enterprise continuing resolution closeout report
Sponsor: Michele Doxtator, Retail Area Profit Manager
Motion by Jennifer Webster to approve the Retail Enterprise continuing resolution closeout report, seconded by Tehassi Hill. Motion carried with one abstention:
Ayes: Trish King, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Abstained: Lisa Summers
Not Present: Melinda J. Danforth

IX. Standing Committees

A. Legislative Operating Committee
Sponsor: Councilman Brandon Stevens, LOC Chairman
Accept Legislative Operating Committee meeting minutes of February 4, 2015
Motion by Brandon Stevens to accept the Legislative Operating Committee meeting minutes of February 4, 2015, seconded by Jennifer Webster. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth

B. Finance Committee

1. **Ratify e-poll: Approval of Secretarial Election item in the Feb 16, 2015 Finance Committee minutes**
Sponsor: Lisa Summers, Tribal Secretary

Motion by Trish King to ratify e-poll for the approval of the Secretarial Election item in the Feb 16, 2015 Finance Committee minutes, seconded by Fawn Billie. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth

2. **Approve Finance Committee meeting minutes of February 16, 2015**
Sponsor: Tribal Treasurer Trish King, Finance Committee Chairwoman

Motion by Jennifer Webster to approve the Finance Committee meeting minutes of February 16, 2015, seconded by Fawn Billie. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Ayes: Melinda J. Danforth

C. Community Development Planning Committee
Sponsor: Tribal Vice-Chairwoman Melinda J. Danforth, CDPC Chairwoman
Accept Community Development Planning Committee meeting notes of February 5, 2015
Motion by Fawn Billie to accept the Community Development Planning Committee meeting notes of February 5, 2015, seconded by Trish King. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster

DRAFT
MEETING CANCELLED

Not Present: Melinda J. Danforth

D. **Quality of Life** ***(No Requested Action)***

X. General Tribal Council

A. Petitioner Madelyn Genskow: Request Special GTC meeting to address 6 resolutions
Sponsor: Lisa Summers, Tribal Secretary

Motion by Tehassi Hill to accept the verified petitions from Petitioner Madelyn Genskow: Request Special GTC meeting to address 6 resolutions seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth

Motion by Tehassi Hill to send the verified petitions to the Law, Finance, Legislative Reference and Direct Report offices for the legal, financial, legislative and administrative analyses to be completed, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth

Motion by Jenny Webster to direct Law Office, Finance, and Legislative Reference Offices to submit the analyses to the Tribal Secretary's office within 60 days and that a progress report be submitted in 45 days, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth

Motion by Lisa Summers to direct our Direct Report offices to submit appropriate administrative analyses to the Tribal Secretary's office within 30 days, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Melinda J. Danforth

Vice-Chairwoman Melinda J. Danforth arrives at [illegible]:49 a.m.

B. Approve meeting materials for March 28, 2015 special GTC meeting
Sponsor: Lisa Summers, Tribal Secretary

Motion by Jennifer Webster to approve meeting materials for the March 28, 2015 special GTC meeting, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

XI. Unfinished Business *(No Requested Action)*

XII. Tabled Business *(No Requested Action)*

XIII. New Business

A. Approve Oneida Head Start/Early Head Start Policy Council documents
Sponsor: Jennifer Webster, Councilwoman

1. Oneida Head Start/Early Head Start Policy Council By-laws

DRAFT
MEETING CANCELLED

Motion by Lisa Summers to approve the Oneida Head Start/Early Head Start Policy Council By-laws, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

2. Oneida Head Start/Early Head Start Policy Council Impasse Resolution Agreement with the Oneida Business Committee

Motion by Melinda J. Danforth to approve the Oneida Head Start/Early Head Start Policy Council Impasse Resolution Agreement with the Oneida Business Committee, seconded by Tehassi Hill. Motion carried with one opposed:

Ayes: Trish King, Lisa Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

Opposed: Lisa Summers

For the record: Lisa Summers stated I do appreciate the way that the agreement is laid out, and I think that it's a good one. I just don't support it because I think that we should first look to internal resources before we go to outside resources. I just want to make sure that it's clear, that it's not that I don't support what your intent is here; I think it's a good intent, I just think we look internally first.

3. Oneida Head Start/Early Head Start Selection Criteria – Eligibility

Motion by Melinda J. Danforth to approve the Oneida Head Start/Early Head Start Selection Criteria – Eligibility, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

4. Oneida Head Start/Early Head Start Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) Plan

Motion by Melinda J. Danforth to approve the Oneida Head Start/Early Head Start Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) Plan, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

XIV. Travel

A. Travel Reports

1. Accept travel report for Councilwoman Fawn Billie – MBK Community Challenge National Convening – Washington D.C, February 11-13, 2015 (originally scheduled for January 29, 2015)

Sponsor: Fawn Billie, Councilwoman

Motion by Brandon Stevens to accept the travel report for Councilwoman Fawn Billie – MBK Community Challenge National Convening – Washington D.C, February 11-13, 2015 (originally scheduled for January 29, 2015), seconded by Lisa Summers. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Melinda J. Danforth, Brandon Stevens, Tehassi Hill, Jennifer Webster

Chairwoman Tina Danforth departs at 10:27 a.m. Vice-Chairwoman Melinda J. Danforth assumes the responsibilities of the Chair.

2. Accept travel report for Councilman Brandon Stevens – MBK Community Challenge National Convening – Washington D.C, January 28, 2015

Sponsor: Brandon Stevens, Councilman

Motion by Jennifer Webster to accept the travel report for Councilman Brandon Stevens – MBK Community Challenge National Convening – Washington D.C, January 28, 2015, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Tehassi Hill, Brandon Stevens, Jennifer Webster

Not Present: Tina Danforth

DRAFT
MEETING CANCELLED

B. Travel Requests

1. Councilman Brandon Stevens – NIGA Tradeshow & Convention – San Diego, CA, March 30-April 2, 2015

Sponsor: Brandon Stevens, Councilman

Motion by Fawn Billie to approve the travel request for Councilman Brandon Stevens – NIGA Tradeshow & Convention – San Diego, CA, March 30-April 2, 2015, seconded by Lisa Summers. Motion withdrawn.

Motion by Fawn Billie to defer this item to 1:30 p.m., seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

Motion by Trish King to approve the travel request for Councilman Brandon Stevens – NIGA Tradeshow & Convention – San Diego, CA, March 30-April 2, 2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Tehassi Hill, Jennifer Webster
Abstained: Brandon Stevens
Not Present: Tina Danforth

Motion by Lisa Summers to recess at 10:51 a.m. and to resume at 1:30 p.m., seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Tehassi Hill, Brandon Stevens, Jennifer Webster
Not Present: Tina Danforth

XV. Reports *(This section of the agenda is scheduled to begin at 1:30 p.m.)*

Chairwoman Tina Danforth called the meeting back into session at 1:29 p.m.

Councilman Tehassi Hill is excused for the remainder of the meeting.
Councilman Brandon Stevens is not present.
Councilman Brandon Stevens arrives at 1:32 p.m.

A. Operational Reports

1. Internal Services Division report – Joanie Buckley, Division Director

Motion by Jennifer Webster to accept the Internal Services Division quarterly report, seconded by Trish King. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
Not Present: Tehassi Hill

Councilman Brandon Stevens departs at 2:01 p.m.
Councilman Brandon Stevens arrives at 2:02 p.m.

2. Office of the Ombudsman report – Dianne McLester-Heim, Ombudsman

Motion by Melinda J. Danforth to accept the Office of the Ombudsman quarterly report and have a meeting with the Ombudsman to start identifying the request for the roles, responsibilities and expectations, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
Not Present: Tehassi Hill

B. Corporate Reports ***(No Requested Action)***

C. Boards Committees and Commissions

DRAFT
MEETING CANCELLED

1. Oneida Nation School Board – Debbie Danforth, Chairwoman
Liaison: Fawn Billie, Councilwoman

Motion by Jennifer Webster to accept the Oneida Nation School Board's quarterly report, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
Not Present: Tehassi Hill

2. Land Claims Commission – Amelia Cornelius, Chairwoman ***(No Report Submitted)***
Liaison: Brandon Stevens, Councilman

Motion by Jennifer Webster to halt stipends to the Land Claims Commission until the Land Claims Commission's quarterly report is submitted to and accepted by the Business Committee, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
Not Present: Tehassi Hill

Motion by Lisa Summers to defer the concern regarding delinquent reporting to the Land Claims Commission's liaisons, Brandon Stevens and Jennifer Webster, for follow-up, seconded by Melinda J. Danforth. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
Not Present: Tehassi Hill

3. Land Commission – Amelia Cornelius, Chairwoman
Liaison: Tehassi Hill, Councilman

Motion by Melinda J. Danforth to defer the Oneida Land Commission quarterly report to the March 11, 2015 Business Committee meeting, seconded by Lisa Summers. Motion carried unanimously:

Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
Not Present: Tehassi Hill

XVI. Executive Session

A. Executive Session meeting minutes of February 23, 2015

Present: Chairwoman Tina Danforth, Vice-Chairwoman Melinda J. Danforth, Treasurer Trish King, Secretary Lisa Summers, Council members Fawn Billie, Tehassi Hill, Jennifer Webster;
Not Present: ;
Arrived At: Council member Brandon Stevens 9:09 a.m.;
Others Present: Louise Cornelius, Chad Fuss, Amelia Cornelius, Mary Jo Nash, Pat Pelky, Larry Barton, Nate King, Jo Anne House. Priscilla Leverence, Debbie Danforth, Brandon Stevens, Wes Martin, Dave Larsen, Kelly McAndrews, Nathan King, Lois Strong, Florence Petri, MaryAnn Kruckeberg;

1. Call to order by Chairwoman Tina Danforth at 8:59 a.m.

2. Adopt the agenda

Motion by Lisa Summers to adopt the agenda with noted times (agenda item XVI.D.1. Discussion regarding acreage in Brown County at 9:00 a.m. and agenda item XVI.D.2. Family Care Implementation at 3:00 p.m.), seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Melinda J. Danforth, Fawn Billie, Tehassi Hill, Jennifer Webster
Not Present: Brandon Stevens

3. Executive discussion

Motion by Lisa Summers to go into executive session at 9:01 a.m., seconded by Fawn Billie. Motion carried unanimously:

DRAFT
MEETING CANCELLED

Ayes: Trish King, Lisa Summers, Melinda J. Danforth, Fawn Billie, Tehassi Hill, Jennifer Webster
Not Present: Brandon Stevens

Council member Brandon Stevens arrives at 9:09 a.m.

Consensus to break at 12:30 p.m. and to reconvene at 2:00 p.m.

Reconvened meeting called to order at 2:00 p.m. by Chairwoman Tina Danforth.

4. Adjourn

Motion by Tehassi Hill to come out of executive session at 6:55 p.m., seconded by Jennifer Webster. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Melinda J. Danforth, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster

Motion by Lisa Summers to adjourn at 6:55 p.m., seconded by Fawn Billie. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Melinda J. Danforth, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster

B. Reports

1. Chief Financial Officer report – Larry Barton, Chief Financial Officer

Motion by Jennifer Webster to accept the Chief Financial Officer report, seconded by Trish King. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

2. Chief Counsel report – Jo Anne House, Chief Counsel

Motion by Lisa Summers to accept the Chief Counsel report including the requested action within the report, seconded by Jennifer Webster. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

3. Officers' report – Melinda J. Danforth, Tribal Vice-Chairwoman ***(No Requested Action)***

4. Intergovernmental Affairs and Communications – Nathan King, Legislative Affairs Director

Motion by Lisa Summers to accept the Intergovernmental Affairs and Communications report, seconded by Jennifer Webster. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

C. Audit Committee

Sponsor: Councilman Tehassi Hill, Audit Committee Chairman

1. Accept Audit Committee meeting minutes of January 15, 2015

Motion by Tehassi Hill to accept the Audit Committee meeting minutes of January 15, 2015, seconded by Fawn Billie. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

2. Accept Internal Audit report for January 2015

Motion by Jennifer Webster to accept the Internal Audit report for January 2015, seconded by Trish King. Motion carried unanimously:

DRAFT
MEETING CANCELLED

DRAFT
MEETING CANCELLED

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

3. Accept the Slot Compliance Audit and lift the confidentiality requirement allowing Tribal members to view the audit

Motion by Tehassi Hill to defer this agenda item the next regular Business Committee meeting, seconded by Lisa Summer. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

4. Accept the Craps Rules of Play Audit and lift the confidentiality requirement allowing Tribal members to view the audit

Motion by Lisa Summer to accept the Craps Rules of Play Audit and lift the confidentiality requirement allowing Tribal members to view the audit, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

5. Review Development Division concerns

Motion by Lisa Summer to accept the Review Development Division concerns report as information and have the appropriate parties work together to follow up with any required action, seconded by Jenny Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

D. Unfinished Business

1. Discussion regarding acreage in Brown County ***(Scheduled at 9:00 a.m. on 2/23/15)***

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from the February 11, 2015: *Motion by Melinda J. Danforth accept the item as information and request that, at the next Business Committee meeting, the Intergovernmental Affairs and Communications Department and the Gaming Division provide the Business Committee with an update on the five (5) acres, seconded by Lisa Summers. Motion carried unanimously.*

i. Gaming Division

Sponsor: Louise Cornelius, Gaming General Manager

Motion by Trish King to accept the Gaming Division and Intergovernmental Affairs and Communications reports as information and request Gaming Division and Intergovernmental Affairs and Communications to follow-up, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

Motion by Lisa Summers to schedule a special Business Committee meeting on or before March 04, 2015 to address the follow-up on this this item, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

ii. Intergovernmental Affairs and Communications

Sponsor: Nathan King, Legislative Affairs Director

Motion by Trish King to accept the Gaming Division and Intergovernmental Affairs and Communications reports as information and request Gaming Division and Intergovernmental Affairs and Communications to follow-up, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

Motion by Lisa Summers to schedule a special Business Committee meeting on or before March 04, 2015, to address the follow-up on this this item, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

2. Family Care Implementation ***(Scheduled at 3:00 p.m. on 2/23/15)***

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from February 11, 2015: *Trish King to accept the update and direct the Tribal Secretary to schedule a debriefing for next week following the conference call with the State that is being held on Friday, seconded by Tehassi Hill. Motion carried unanimously.*[1]

Motion by Tehassi Hill to accept the update on the Family Care Implementation report and request the capacity numbers and additional information the Business Committee had requested be brought back, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

Amendment to the main motion by Lisa Summers that the Family Care Implementation report and update be placed on the agenda for the special Business Committee meeting that will be scheduled on or before March 04, 2015, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

E. <u>Tabled Business</u> *(No Requested Action)*

F. <u>New Business</u>

1. Review Complaint re: Oneida Personnel Commission

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to accept the complaint re: Oneida Personnel Commission and defer the complaint to the Legislative Operating Committee and Law Office for additional follow-up to be brought back to the March 25, 2015 Business Committee meeting, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

2. Update re: Internal Services Complaint

Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to accept the recommendation presented to the Oneida Business Committee regarding the Update re: Internal Services Complaint, seconded by Trish King. Motion carried unanimously:

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

3. Approve temporary wage adjustment

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Tehassi Hill to approve temporary wage adjustment with the effective date of February 25, 2015, seconded by Trish King. Motion carried unanimously:

MEETING CANCELLED
DRAFT

[1] At the February 11, 2015, regular Business Committee meeting, Vice-Chairwoman Melinda J. Danforth noted that this item should remain on the Business Committee agenda

Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

4. Approve Limited Waiver of Sovereign Immunity for Vision Oneida, LLC, Contract #2015-0110
Sponsor: Tehassi Hill, Councilman

Motion by Lisa Summers to defer the Limited Waiver of Sovereign Immunity for Vision Oneida, LLC, Contract #2015-0110 to the next Business Committee meeting and have the Law office work with the Division of Land Management to address the identified concerns, seconded by Fawn Billie. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

Motion by Lisa Summers to go into executive session at 2:55 p.m., seconded by Brandon Stevens. Motion carried unanimously:
Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
Not Present: Tehassi Hill

Motion by Brandon Stevens to come out of executive session at 3:25 p.m., seconded by Fawn Billie. Motion carried unanimously:
Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
Not Present: Tehassi Hill

Motion by Melinda J. Danforth to move this agenda item to the special Business Committee meeting that will be scheduled on or before March 04, 2015 and to direct Law Office to provide the necessary follow-up information, seconded by Lisa Summers. Motion carried unanimously:
Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
Not Present: Tehassi Hill

5. Approve procedural exception for one (1) offer to purchase
Sponsor: Pat Pelky, Division Director/DOLM

Motion by Lisa Summers to approve procedural exception for one (1) offer to purchase, not to exceed the appraised value, seconded by Jennifer Webster. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

6. Approve OBC responses to four (4) petitions
Sponsor: Lisa Summers, Tribal Secretary

Motion by Lisa Summers to accept the approved OBC responses of four (4) petitions as information, seconded by Tehassi Hill. Motion carried unanimously:
Ayes: Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Tehassi Hill, Jennifer Webster
Not Present: Tina Danforth

DRAFT
MEETING CANCELED

XVII. Adjourn

Motion by Melinda J. Danforth to adjourn at 2:55 p.m., seconded by Fawn Billie. Motion withdrawn.

Motion by Melinda J. Danforth to adjourn at 3:27 p.m., seconded by Fawn Billie. Motion carried unanimously:
Ayes: Melinda J. Danforth, Trish King, Lisa Summers, Fawn Billie, Brandon Stevens, Jennifer Webster
Not Present: Tehassi Hill

Minutes prepared by Chad Wilson, Project Manager
Minutes approved as presented/corrected on ________________.

____
Lisa Summers, Tribal Secretary
ONEIDA BUSINESS COMMITTEE

DRAFT
MEETING CANCELED

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):
Approve March 3, 2015 special meeting minutes

Action requested (choose one):

☐ Information only
☒ Action - please describe:

Approve March 3, 2015 special meeting minutes

3. Justification

Why BC action is required (see instructions):

BC minutes require BC approval

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)
☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)
☒ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. March 3, 2015 special meeting minutes
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Lisa Summers, Tribal Secretary

Requestor (if different from above): ______________________
Name, Title / Dept. or Tribal Member

Additional signature (as needed): ______________________
Name, Title / Dept.

Additional signature (as needed): ______________________
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee

Special Meeting
8:15 a.m. Tuesday, Mar. 3, 2015
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes – Draft

DRAFT
MEETING CANCELLED

Present: Vice-Chairwoman Melinda J. Danforth, Treasurer Trish King, Secretary Lisa Summers, Council members: Fawn Billie, Tehassi Hill, Brandon Stevens, Jennifer Webster;
Not Present: ;
Arrived at: Chairwoman Tina Danforth at 8:31 a.m.;
Others present: ;

I. Call to Order and Roll Call by Vice-Chairwoman Melinda J. Danforth at 8:17 a.m.

II. Opening by Councilman Tehassi Hill

III. Adopt the agenda

Motion by Lisa Summers to adopt the agenda, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Tina Danforth

IV. New Business

A. Approve April 11, 2015 date for the Special Election
Liaison: Melinda J. Danforth, Tribal Vice-Chairwoman

Motion by Brandon Stevens to approve the recommendation of the Election Board to set the date of the Special Election to fill the Business Committee vacancy for April 11,2015, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster
Not Present: Tina Danforth

Chairwoman Tina Danforth arrives at 8:32 a.m. and assumes the responsibilities of the Chair.

V. Executive Session

Motion by Lisa Summers to go into executive session at 8:33 a.m., seconded by Trish King. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Motion by Melinda J. Danforth to come out of executive session at 10:50 a.m., seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

A. Unfinished Business

1. Discussion regarding acreage in Brown County

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from February 25, 2015: (1) *Motion by Trish King to accept the Gaming Division and Intergovernmental Affairs and Communications reports as information and request Gaming Division and Intergovernmental Affairs and Communications to follow-up, seconded by Jennifer Webster. Motion carried unanimously.* ***(2)*** *Motion by Lisa Summers to schedule a special Business Committee meeting on or before March 04, 2015 to address the follow-up on this this item, seconded by Trish King. Motion carried unanimously.*

Excerpt from the February 11, 2015: *Motion by Melinda J. Danforth accept the item as information and request that, at the next Business Committee meeting, the Intergovernmental Affairs and Communications Department and the Gaming Division provide the Business Committee with an update on the five (5) acres, seconded by Lisa Summers. Motion carried unanimously.*

Motion by Brandon Stevens to accept the discussion regarding the acreage in Brown County as information, seconded by Jennifer Webster. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

2. Family Care Implementation

Sponsor: Melinda J. Danforth, Tribal Vice-Chairwoman

Excerpt from February 25, 2015: (1) *Motion by Tehassi Hill to accept the update on the Family Care Implementation report and request the capacity numbers and additional information the Business Committee had requested be brought back, seconded by Brandon Stevens. Motion carried unanimously.* ***(2)*** *Amendment to the main motion by Lisa Summers that the Family Care Implementation report and update be placed on the agenda for the special Business Committee meeting that will be scheduled on or before March 04, 2015, seconded by Jennifer Webster. Motion carried unanimously.*

Excerpt from February 11, 2015: *Trish King to accept the update and direct the Tribal Secretary to schedule a debriefing for next week following the conference call with the State that is being held on Friday, seconded by Tehassi Hill. Motion carried unanimously.*

Motion by Melinda J. Danforth to accept the verbal update from Comprehensive Health Division and Intergovernmental Affairs and Communications and request that those parties to continue to work to develop a plan of action for the state budget process as soon as possible, seconded by Fawn Billie. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

3. Approve Limited Waiver of Sovereign Immunity for Vision Oneida, LLC Contract #2015-0110

Sponsor: Tehassi Hill, Councilman

Excerpt from February 25, 2015: *Motion by Melinda J. Danforth to move this agenda item to the special Business Committee meeting that will be scheduled on or before March 04, 2015, and to direct Law Office to provide the necessary follow-up information, seconded by Lisa Summers. Motion carried unanimously.*

Motion by Melinda J. Danforth to defer this item to the regular Business Committee meeting of March 11, 2015, in order for us conduct further due diligence, seconded by Brandon Stevens. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Motion by Brandon Stevens for the Chairwoman's Office set up a meeting between the Land Commission and the Business Committee before March 11, 2015, including a memorandum identifying the stated concerns, seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

DRAFT
MEETING CANCELLED

VI. Adjourn

Motion by Brandon to adjourn at 10:53 a.m., seconded by Tehassi Hill. Motion carried unanimously:

Ayes: Fawn Billie, Melinda J. Danforth, Tehassi Hill, Trish King, Brandon Stevens, Lisa Summers, Jennifer Webster

Minutes prepared by Lisa Liggins, Executive Assistant
Minutes approved as presented/corrected on ________________.

____
Lisa Summers, Tribal Secretary
ONEIDA BUSINESS COMMITTEE

DRAFT
MEETING CANCELED

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Resolution

Agenda item title (see instructions):

Take your Son/Daughter to Work Day

Action requested (choose one)

☐ Information only

☒ Action - please describe:

Adopt Take your Son/Daughter to Work Day Resolution

3. Justification

Why BC action is required (see instructions):

Resolution needs to be adopted by OBC

4. Supporting Materials Instructions

☒ Memo of explanation with required information (see instructions)

☐ Report ☒ Resolution ☐ Contract (check the box below if signature is required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Fawn Billie, Council Member

Requestor (if different from above):

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEETING CANCELED

Memorandum

To: Oneida Business Committee

From: Councilwoman Fawn Billie

Date: February 17, 2015

Subject: Take your Son/Daughter to Work Day Resolution

MEETING CANCELED

Purpose: I am respectfully requesting the Oneida Business Committee to officially recognize April 24th, 2015 as Take Your Son/Daughter to Work Day by adopting the attached resolution. No statement of effect needed per Legal Resource Office.

Background: I would like to re-establish this day for the Oneida Tribe. The Take Your Son/Daughter to Work Day is important because it allows our youth to see different perspectives of responsibilities of the workplace. It aligns with our Strategic Directions of Committing to Building a Responsible Nation, Advancing Onʌyote?a.ka Principles, Implementing "Good Governance" processes and Creating a positive organizational Culture. This is beneficial to both parties involved by encouraging and giving exposure to a positive work experience. By providing this opportunity for our youth is the key in building a responsible nation. This also supports the My Brother's Keeper Initiative by creating youth leadership and mentorship.

"Exposing girls and boys to what a parent or mentor in their lives does during the work day is important, but showing them the value of their education, helping them discover the power and possibilities associated with a balanced work and family life, providing them an opportunity to share how they envision the future, and allowing them to begin steps toward their end goals in a hands-on and interactive environment is key to their achieving success."- http://www.daughtersandsonstowork.org

Requested Action: Motion to adopt Take Your Son/Daughter to Work Day Resolution.

Oneida Tribe of Indians of Wisconsin

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 possble.

BC Resolution ______________
Take your Son/Daughter to Work Day

WHEREAS, the Oneida Tribe of Indians of Wisconsin 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 Tribe of Indians of Wisconsin; and

WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV of the Oneida Tribal Constitution by the Oneida General Tribal Council; and

WHEREAS, the Oneida Tribe of Indians has a vision of being a Nation of strong families built on Tsiʔ niyukwalihotʌ and a strong economy; and

WHEREAS, we encourage the growth and development of strong families by promoting quality education and a positive work ethic, and

WHEREAS, the Oneida Tribe of Indians has a work force of nearly 3000 employees that could have a tremendous impact on the youth in our community; and

WHEREAS, the Oneida Tribe of Indians of Wisconsin operates multiple programs that support the youth, elders, education, leadership development, and overall community wellbeing; and

WHEREAS, the Oneida Business Committee has defined its Strategic Directions which include:

- Implementing Good Governance Process
- Committing to build a responsible nation
- Advancing Onʌyoteʔa·ka principles
- Creating a positive organizational Culture

WHEREAS, the encouragement and support we provide for our youth is the foundation for sustaining a successful, healthy and growing community with good minds, good hearts and a strong fire.

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee heartily endorses Take Your Son/Daughter to Work Day on the fourth Thursday of April each year. The Oneida Business Committee encourages parents, aunts, uncles and grandparents to bring their child to work on Thursday, April 23, 2015.

BE IT FURTHER RESOLVED, the Directors, Supervisors and Managers shall work in the best and most safe interest of the Oneida Tribe to accommodate the requests of employees to bring their children to work on this day.

MEETING CANCELLED

BE IT FINALLY RESOLVED, the Oneida School System shall be encouraged to participate and support their students to be engaged in this positive learning experience as long as the students are in good attendance and academic standing.

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Legislative Operating Committee

Agenda item title (see instructions):
Resolution: Rules of Appellate Procedure Amendments

Action requested (choose one):

☐ Information only
☒ Action - please describe:

Adopt the Resolution amending the Rules of Appellate Procedure

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

Instructions

☒ Memo of explanation with required information (see instructions)
☐ Report ☒ Resolution ☐ Contract (check the box below if signature required)
☒ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. Fiscal Impact Statement
2. Statement of Effect
3. Draft of Law with legislative analysis
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Brandon Stevens, Council Member

Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEETING CANCELLED

Oneida Tribe of Indians of Wisconsin

Legislative Reference Office
P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214
http://oneida-nsn.gov/LOC

Committee Members
Brandon Stevens, Chairperson
Tehassi Hill, Vice Chairperson
Fawn Billie, Councilmember
Jennifer Webster, Councilmember

Memorandum

To: Oneida Business Committee
From: Brandon Stevens, LOC Chairperson
Date: March 4, 2015
Re: Rules of Appellate Procedure Amendments

Please find attached the following for your consideration:

1. Fiscal Impact: Rules of Appellate Procedure Amendments
2. Resolution: Rules of Appellate Procedure Amendments
3. Statement of Effect: Rules of Appellate Procedure Amendments
4. Rules of Appellate Procedure (redline)
5. Rules of Appellate Procedure (clean)

Overview
On December 19, 2014, the Oneida Business Committee adopted emergency amendments to the Rules of Appellate Procedure (Rules). The attached resolution would adopt those amendments, with some minor formatting updates, on a permanent basis. The amendments would create new definitions in the Rules and correct inadvertent omissions. This includes updating the definition of "attorney" to remove references to advocates; and defining "advocate" "original hearing body" and "record." The terms "advocate" and "original hearing body" are also incorporated throughout the Rules, where appropriate. "Initial Review" would also be defined under the amendments and a section is added to the Rules to require an Initial Review be conducted by three members of the Court when a Notice of Appeal or Perfected Notice of Appeal is filed.

Additional amendments would allow tracked U.S. or private mail to be used for service and clarify Clerk responsibilities regarding the certification of records. The amendments also increase the time for the Court to complete a case from one hundred and twenty days to one hundred and eighty days. Finally, the amendments give the Court the flexibility to allow parties to cite cases during oral argument, even if those cases have not been cited in a brief.

Additional, minor revisions were made that do not affect the content of the Rules. A public meeting was held on February 5, 2015 in accordance with the Legislative Procedures Act and no comments were received on the proposed changes.

Requested Action
Approve the Resolution: Rules of Appellate Procedure Amendments.

MEETING CANCELLED

Oneidas 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

ONEIDA FINANCE OFFICE

Office: (920) 869-4325 • Toll Free: 1-800-236-2214
FAX # (920) 869-4024

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 possble.

MEMORANDUM

MEETING CANCELLED

DATE: February 19, 2015

FROM: Rae Skenandore, Project Manger

TO: Larry Barton, Chief Financial Officer
Ralinda R. Ninham-Lamberies, Assistant Chief Financial Officer

RE: Fiscal Impact of the Amendments to the Rules of Appellate Procedure

I. Background

The Oneida Tribal Judicial System was created by GTC Resolution 01-07-13-B. BC Resolution 04-25-14-B adopted the Oneida Judiciary Rules of Appellate Procedure to be effective when the Judiciary goes into effect November 1, 2014. The Family Court Judge has requested that amendments be made to the Law so that the Court of Appeals can run in a more effective and efficient manner. The amendments include the following:

- Definitions were expanded.
- Processes and procedures were added or clarified.

II. Executive Summary of Findings

The operational costs of the Judiciary were budgeted beginning with the fiscal year 2014 budget. There are no additional costs to the proposed amendments.

III. Financial Impact

No fiscal impact

IV. Recommendation

The Finance Department does not make a recommendation in regards to course of action in this matter. Rather, it is the purpose of this report to disclose potential financial impact of an action, so that General Tribal Council has full information with which to render a decision.

Oneida Tribe of Indians of Wisconsin

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 possble.

MEETING CANCELLED

BC Resolution _______________
Rules of Appellate Procedure Amendments

WHEREAS, the Oneida Tribe of Indians of Wisconsin 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 Tribe of Indians of Wisconsin; and

WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV of the Oneida Tribal Constitution by the Oneida General Tribal Council; and

WHEREAS, on January 7, 2013 the General Tribal Council adopted the Judiciary Law; and

WHEREAS, with the adoption of the Judiciary Law, General Tribal Council directed that Rules of Appellate Procedure (Rules) be adopted by the Oneida Business Committee or by General Tribal Council; and

WHEREAS, the Oneida Business Committee adopted Rules on April 25, 2014; and

WHEREAS, the Chief Appellate Judge of the Court of Appeals (Chief Judge) requested amendments be made to the Rules to clarify definitions and to include provisions that were inadvertently omitted; and

WHEREAS, the Oneida Business Committee adopted those amendments on an emergency basis on December 19, 2014 to ensure they would be implemented before the new Judiciary begins accepting cases on January 5, 2015; and

WHEREAS, Legislative Operating Committee processed the amendments for permanent adoption, including presenting them at a public meeting on February 5, 2015, in accordance with the Legislative Procedures Act.; and

NOW THEREFORE BE IT RESOLVED, that the attached amendments to the Rules of Appellate Procedure are hereby adopted and shall be effective in ten (10) business days.

Oneida Tribe of Indians of Wisconsin
Legislative Reference Office

Lynn A. Franzmeier, Staff Attorney
Taniquelle J. Thurner, Legislative Analyst
Candice E. Skenandore, Legislative Analyst

P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214
https://oneida-nsn.gov/Laws

Statement of Effect

Rules of Appellate Procedure Amendments

Summary

This Resolution adopts amendments to the Rules of Appellate Procedure to clarify definitions and to include provisions that were inadvertently omitted when the Rules were originally adopted.

Submitted by Lynn A. Franzmeier, Staff Attorney

Analysis by the Legislative Reference Office

On January 7, 2013 the General Tribal Council (GTC) adopted the Judiciary Law and directed that Rules of Appellate Procedure be adopted by the Oneida Business Committee (OBC) or GTC. The OBC adopted Rules of Appellate Procedure on April 25, 2014. The Judiciary began accepting cases on January 5, 2015 and requested emergency amendments to the Rules be made before that date in order to enable the Judiciary to operate under consistent rules. The OBC adopted emergency amendments to the Rules on December 10, 2014 in order to clarify definitions and include provisions that were inadvertently omitted from the Rules.

After the emergency amendments were adopted, the Legislative Operating Committee processed the amendments for permanent adoption in accordance with the Legislative Procedures Act, including presenting them at a public meeting on February 5, 2015.

Conclusion

The adoption of this Resolution does not conflict with any current Tribal Law or Policy.

MEETING CANCELLED

For OBC consideration (redline)
03/11/15

Chapter 154
Rules of Appellate Procedure

154.1. Purpose and Policy
154.2. Adoption, Amendment, Repeal
154.3. Definitions
154.4. General Provisions
154.5. Initiating the Appeal
154.6. Appeal by Permission
154.7. Joint, Consolidated and Cross Appeals
154.8. Service, Filing and Certification
154.9. Time Computation
154.10. Motions
154.11. Briefs
154.12. Oral Argument
154.13. Entry and Form of Judgment
154.14. Interest of Judgments
154.15. Penalties
154.16. Substitution of Parties
154.17. Costs

Analysis by the Legislative Reference Office					
Title	Rules of Appellate Procedures (Law)				
Requester	Chief Appellate Judge	**Drafter**	Lynn Franzmeier	**Analyst**	Candice Skenandore
Reason for Request	The Chief Appellate Judge has requested the Law be amended for clarification				
Purpose	The purpose of this Law is to govern the procedures in all actions and proceedings in the Tribe's Court of Appeals				
Authorized/ Affected Entities	Court of Appeals, Court Staff, persons utilizing the Court of Appeals				
Due Process	Court of Appeals				
Related Legislation	Rules of Civil Procedure and the Federal Rules of Appellate Procedure can be used as a guide when this Law does not address an issue; however, those rules must be consistent with existing Oneida Rules of Procedure, Tribal laws or customs of the Tribe				
Policy Mechanism	The Court of Appeals can issue penalties for frivolous appeals, delays and non-compliance with the rules				
Enforcement	The Court of Appeals can issue penalties which may include, among other things, court costs, attorney fees, double costs, interest on the award amount, damages, dismissal of the appeal, summary reversal of the original hearing body decision and/or other actions as the Court of Appeals considers appropriate.				

MEETING CANCELLED

Overview

This Law governs the procedures in all actions and proceedings of the Court of Appeals (Court) and can be used in conjunction with the Rules of Civil Procedure *[See 154.1-1 and 154.4-1]*. The Oneida Business Committee approved emergency amendments to this Law on December 19, 2014, and will now be considering these amendments on a permanent basis. If these amendments are not permanently adopted or are not extended, these emergency amendments will expire on June 19, 2015.

Proposed Amendments

The proposed amendments include the following:

- The definition section has been expanded to include definitions for "initial review", "original hearing body" and "record" as well as separates the definitions of "advocate" and "attorney" *[See 154.3-1 (a), (o), (s) and (v)]*.
- The current Law does not address what happens when the Court denies a request for stay; therefore, language was added that requires the Court to state the reasons for denying an appeal or request for stay within 30 days of the receipt of Notice of Appeal. *[See 154.4-1 (b)]*.

- The Law will now require three Appellate Judges be assigned to perform an initial review of the Notice of Appeal within ten days of filing the Notice of Appeal or the Perfected Notice of Appeal *[See 154.5-2 (b)]*. The current Law does not require an initial review.
- A party can now file required papers to the Court by using private mail so long as it has a delivery tracking feature. In accordance with the current Law, a party filing by mail must do so by using certified mail with a return receipt *[See 154.8-1 (c)]*.
- If a party or Clerk demands, the party filing documents must provide, among other things, proof of delivery of the filing in question. Proof of delivery is not specifically required in the current Law *[See 154.8-2 (a)]*.
- When accepting an appeal, the Clerk must now notify the Trial Court clerk or original hearing body that an appeal has been filed and request that the Trial Court clerk or original hearing body prepare and file with the Court all papers comprising the record of the appealed case within 30 days. When the Clerk certifies the record, it must be served to all parties. The Chief Judge can extend this 30 day timeline for filing and certifying the record for good cause upon a written request from the Trial Court clerk. Currently the Law requires the Appellate Court Clerk, not the Trial Court Clerk, to prepare, to certify and file all the papers comprising the record of appealed cases with the Court. In addition, the current Law does not address extending the filing and certifying the record 30 day timeline *[See 154.8-4]*.
- Audio recordings will be considered a record of the case *[See 154.8-4 (a)]*.
- The Court will have 180 days to complete a case, instead of 120 days which is currently required, not including extensions *[See 154.9-3]*.
- The Appellant has 30 days from when the Certification of the Record is accepted to serve a brief to the Respondent and file the brief with the Clerk. Currently the Appellant has 20 days from when the Notice of Appeal is filed to serve and file the brief *[See 154.11-1 (d)]*.
- The Court can now permit parties to cite or discuss a case at an oral argument that was not cited in one of the briefs *[See 154.12-3]*. The current Law only allows parties to cite or discuss a case if the case has been cited in one of the briefs.

Considerations

This Law will require three Appellate Judges be assigned to perform an initial review of the Notice of Appeal within ten days of the Notice of Appeal or the Perfected Notice of Appeal are filed *[See 154.5-2 (b)]*. There may be times when three Appellate Judges are not available to perform an initial review. In order to avoid burdening the Court, the Legislative Operating Committee may want to consider eliminating the number of Appellate Judges required to perform the initial review which would allow the Law to have more flexibility.

Miscellaneous

A public meeting was held on February 5, 2015. Additional, minor revisions were made that do not affect the content of this Law.

154.1. Purpose and Policy

154.1-1. *Purpose.* The purpose of this Law is to govern the procedure in all actions and proceedings in the divisions that make up the Court of Appeals within the Judiciary that fall under the jurisdiction of the Tribe.

MEETING CANCELLED

154.1-2. *Policy.* It is the policy of the Tribe that these rules are to be liberally construed to ensure a speedy, fair, and inexpensive determination of every appeal.

154.2. Adoption, Amendment, Repeal

154.2-1. This Law was adopted by the Oneida Business Committee by resolution BC-04-25-14-B.

154.2-2. This Law may be amended or repealed pursuant to the procedures set out in the Oneida Legislative Procedures Act by the Oneida Business Committee or the Oneida General Tribal Council.

154.2-3. 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.

154.2-4. 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.

154.2-5. This Law is adopted under authority of the Constitution of the Oneida Tribe of Indians of Wisconsin.

154.3. Definitions

154.3-1. 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:

(a) "Advocate" shall mean an Oneida non-attorney advocate as provided by law or other advocate who is presented to the court as the representative or advisor to a party.

~~(a)~~(b) "Agent" shall mean a person authorized to act on behalf of another.

~~(b)~~(c) "Amicus Curiae" shall mean (literally, friend of the court) a person who is not a party to a case, nor solicited by any of the parties, who files a brief to assist the Court by furnishing information or advice regarding questions of law or fact.

~~(c)~~(d) "Answer" shall mean a written response in opposition to a brief or petition.

~~(d)~~(e) "Appeal" shall mean a review in the Court of Appeals by appeal or writ of error authorized by law of a judgment or order of the Trial Court or original hearing body.

~~(e)~~(f) "Appellant" shall mean a person who files a notice of appeal.

~~(f)~~(g) "Attorney" shall mean ~~an Oneida non-attorney advocate as provided by law and other advocate~~a person who is admitted to practice law ~~and is presented to the court as the representative or advisor to a party~~.

~~(g)~~(h) "Brief" shall mean a written legal document which aids in the Court's decision by reciting the facts of the case, the arguments being raised on appeal, and the applicable law.

~~(h)~~(i) "Clerk" shall mean the Clerk of the Court of Appeals.

~~(i)~~(j) "Court" shall mean the Court of Appeals of the Tribe.

~~(j)~~(k) "Cross-Appeal" shall mean an appeal brought by the Respondent against the Appellant after the Appellant has already filed an appeal.

~~(k)~~(l) "Days" shall mean calendar days, unless otherwise specifically stated.

~~(l)~~(m) "Docketed" shall mean an appeal that has been filed and assigned a docket number.

~~(m)~~(n) "Electronic" shall mean an electronic communication system, including, but is not limited to E-mail, used for filing papers with the Court or serving papers on any other party.

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(o) “Initial Review” shall mean review of the Notice of Appeal to determine if the case is acceptable for appellate review.

~~(n)~~(p) “Interlocutory” shall mean an order or appeal that occurs before the Trial Court or original hearing body issues a final ruling on a case.

~~(o)~~(q) “Joinder” shall mean the joining together of several claims or several parties all in one (1) hearing, provided that the legal issues and the factual situation are the same for all Appellants and Respondents.

~~(p)~~(r) “Judiciary” shall mean the Oneida Tribal Judicial System.

(s) “Original hearing body” shall mean the administrative agency decision-making panel which heard a contested case under the Administrative Procedures Act (or similar law) and from which appeal is permitted by law.

~~(q)~~(t) “Petitioner” shall mean a person filing a petition.

~~(r)~~(u) “Pro se” shall mean advocating on one’s own behalf before the Court, rather than being represented by an attorney or advocate.

(v) “Record” shall mean all materials identified in 154.8-4(a) of these Rules.

~~(s)~~(w) “Reply Brief” shall mean a brief of a party to a legal action in answer to points of law raised in an opponent’s brief but not in his or her own.

~~(t)~~(x) “Respondent” shall mean a person adverse to the Appellant.

~~(u)~~(y) “Rules” shall mean ~~the Court of Appeals~~ these Rules of Appellate Procedure.

~~(v)~~(z) “Stay” shall mean a suspension of a case or a suspension of a particular proceeding, including orders, within a case that prevents enforcement pending appeal or other circumstances.

~~(w)~~(aa) “Trial Court” shall mean the Trial Court of the Tribe.

~~(x)~~(bb) “Tribal” or “Tribe” shall mean the Oneida Tribe of Indians of Wisconsin.

~~(y)~~(cc) “Tribal law” shall mean a code, act, statute, rule, regulation, policy or ordinance enacted by the Oneida General Tribal Council or the Oneida Business Committee.

154.4. General Provisions

154.4-1. These Rules may be used in conjunction with the Rules of Civil Procedure. Matters and proceedings not specifically set forth herein shall be handled in accordance with reasonable justice, as determined by the Court. Where these Rules fail to address an issue, the Federal Rules of Appellate Procedure may be used as a guide, so long as those rules are not inconsistent with existing Oneida Rules of Procedure, Tribal laws, or the customs of the Tribe.

154.4-2. On its own or by a party’s motion; the Court may, to expedite its decision or for other good cause, suspend any provision of these Rules in a particular case and order proceedings as it directs.

154.4-3. The Chief ~~Justice~~Judge of the Court shall, when hearing a case, have the authority to compel the production of documents where such is deemed necessary to rendition of the Court’s opinion. There shall not be a new trial in the Court. The Court may review both the factual findings and conclusions of law of the Trial Court or original hearing body.

154.5. Initiating the Appeal

154.5-1. *Right of Appeal*. Any party to a civil action, who is aggrieved by a final judgment or order of the Trial Court or original hearing body, may appeal to the Court of Appeals.

(a) In any case brought on appeal, the Appellant may petition the Court for an order staying the judgment or order. A stay shall be granted in all cases in which it is requested unless plain and obvious injustice would result from granting the stay. The Court may

render a stay conditioned upon execution of a bond to guarantee performance of the judgment or order when deemed necessary.

(b) In the event the appeal or request for stay is denied, the Court shall state the reasons for the refusal within thirty (30) days of the receipt of the Notice of Appeal.

154.5-2. *Notice of Appeal.* Any party who is appealing shall appeal in the manner prescribed by this Rule.

(a) Such party shall file with the Clerk a Notice of Appeal from such judgment or order, together with a filing fee, as set by the Court, within thirty (30) days after the day such judgment or order was rendered. A Notice of Appeal shall not be filed by electronic means.

(b) Within ten (10) days of the filing of the Notice of Appeal or the Perfected Notice of Appeal as provided under 154.5-3, three (3) Appellate Judges shall be assigned to perform an Initial Review of the Notice of Appeal.

(1) *Waiver of Fee.* The Chief Judge of the Court may waive the filing fee upon motion for a fee waiver by the Appellant where the Chief Judge of the Court is satisfied the Appellant lacks the means to pay the filing fee. The motion shall include an affidavit demonstrating inability to pay and shall accompany the Notice of Appeal.

~~(b)~~(c) In addition to the Notice of Appeal and filing fee, the following information shall be provided upon the filing of the notice:

(1) A copy of the written decision of the Trial Court or original hearing body;

(2) A short statement explaining what relief is sought by the Appellant;

(3) A short statement explaining the legal grounds for seeking the appeal and justification for the relief requested;

(4) Name, address and phone numbers of all parties, including respondent; and

(5) Name, address and phone numbers of all party attorneys or advocates, if known.

~~(c)~~(d) A cash deposit or bond in an amount equal to the amount of any judgment, plus costs assessed by the Trial Court or original hearing body, or a motion for waiver of this requirement, shall accompany the Notice of Appeal. The deposit/bond requirement may be waived only when, in the judgment of the Court, such deposit/bond is not in the interest of justice and such waiver does not unnecessarily harm the judgment holder. The motion for waiver of the deposit/bond requirement shall be requested with notice to all parties. If the motion for waiver is denied, the deposit/bond shall be submitted within ten (10) days of the denial. The appeal shall be dismissed if the deposit/bond is not paid or waived.

(1) *Exception.* The Tribe, or an officer or agent of the Tribe shall be exempt from the requirement of providing any cash deposit or bond. The exemption under this section shall be automatic and shall not require a motion or waiver.

~~(d)~~(e) An appeal shall not be dismissed for informality of form or title of the notice of appeal, or for failure to name a party whose intent to appeal is otherwise clear from the notice.

154.5-3. *Perfection of Notice.* If the appellant fails to provide a completed Notice of Appeal Form, the filing fee or waiver form, or any required documents or materials, the Appellant shall be notified of any filing deficiencies by the Clerk within five (5) business days and shall have five (5) business days from receipt of this notice to perfect the filing. Failure to perfect the filing within five (5) business days may result in the non-acceptance of the appeal.

MEETING CANCELLED

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154.6. Appeal by Permission

154.6-1. *Appeal by Permission*. An appeal from an interlocutory order may be sought by filing a Petition for Permission to Appeal with the Clerk within ten (10) business days after the entry of such order with proof of service on all other parties to the action. Within ten (10) business days after service of the petition, an adverse party may file an Answer in opposition. A decision shall be issued in a reasonable time, but no longer than thirty (30) days from the first deliberation unless good cause to extend the deadline is found by the Court. This extension shall be in writing. The petition shall contain:

(a) a statement of the facts necessary to develop an understanding of the question of law determined by the order of the Trial Court or original hearing body; and

(b) a statement of the question itself; and

(c) a statement of the reasons why substantial basis exists for a difference of opinion on the question; and

(d) the relief sought; and

(e) why an immediate appeal may

(1) materially advance the termination of the litigation;

(2) protect the petitioner from substantial or irreparable injury; or

(3) clarify an issue of general importance in the administration of justice; and

(f) The petition shall include or have a copy of the order of the Trial Court or original hearing body attached thereto.

154.7. Joint, Consolidated, and Cross Appeals

154.7-1. *Joint or Consolidated Appeals*. When two (2) or more parties are entitled to appeal from a Trial Court or original hearing body judgment or order, and their interests make joinder practicable, the parties may file a joint notice of appeal. The parties may then proceed on appeal as a single Appellant.

(a) When the parties have filed separate timely notices of appeal, the appeals may be joined or consolidated by the Court.

(b) If the persons do not file a joint appeal or elect to proceed as a single Appellant, or if their interests are such as to make joinder impractical, the persons shall proceed as Appellant and co-Appellant, with each co-Appellant to have the same procedural rights and obligations as the Appellant. The Appellant shall be the person who filed first.

154.7-2. *Cross Appeal*. A Respondent who seeks modification of the judgment or order appealed from or of another judgment or order entered in the same action or proceeding shall file a notice of cross-appeal within the time established for the filing of a notice of appeal or ten (10) business days after the receipt of the notice of appeal, whichever is later. The Respondent shall be listed as the cross-Appellant. A cross-Appellant has the same rights and obligations as an Appellant under these Rules.

154.8. Service, Filing and Certification

154.8-1. A paper required or permitted to be filed in the Court shall be filed with the Clerk. The filing party shall supply the Clerk with the original papers and three (3) copies. The filing party shall also provide one (1) copy of the papers for each opposing party or party's attorney or advocate. Filing shall be complete by the close of business on the day which the filing is due. The following methods of filing shall be used, in order of preference:

(a) *In Person*: A party to a pending case, or the party's attorney, advocate or authorized Agent may file papers in person before the Clerk.

(b) *Electronic:* A party to a pending case may file papers electronically to the electronic address, designated for such filings, of the Clerk. A paper filed by electronic means shall constitute a written paper for the purpose of applying these Rules. Upon receipt by the Clerk, any paper filed electronically shall be deemed filed, signed and verified by the filing party.

(c) *By Mail*: A party to a pending case may file papers by ~~certified~~U.S. or private mail with ~~return receipt~~the ability to track the delivery, with cover documents to be addressed to the Clerk. Filing shall not be completed upon mailing, but only upon receipt.

(1) ~~Certified mail shall include the filing~~ Filing of papers is also permitted through the Tribal certified interoffice mail system.

154.8-2. *Proof of Service.* Upon demand by a party or the Appellate Clerk, a party filing documents shall provide one (1) of the following:

~~(a) A paper presented for filing shall contain either of the following:~~

(a) Proof of delivery of the filing in question;

~~(a)~~(b) an acknowledgment of service by the person served; or

~~(b)~~(c) proof of service consisting of a statement by the person who made service certifying:

(1) the date and manner of service;

(2) the names of the persons served;

(3) the mail or electronic addresses, facsimile numbers of the persons served, or the addresses of the places of delivery, as appropriate for the manner of service; and

(4) if served electronically, a writing by the person being served consenting to service by electronic means.

154.8-3. *Service of All Papers Required.* A party shall, at or before the time of filing a paper, serve a copy on all other parties to the appeal. Any party may be served by electronic means, if such party consents in writing to service by electronic means. Service on a party represented by an attorney or advocate shall be made on the party's attorney or advocate.

154.8-4. *Certification of the Record.* Upon ~~receipt~~acceptance of the ~~Notice of~~ Appeal ~~and Proof of Service~~, the Clerk shall, notify the Trial Court clerk or original hearing body that an appeal has been filed and request, the Trial Court clerk or original hearing body to prepare, ~~certify~~ and file with the Appellate Court all papers comprising the record of the case appealed. ~~The~~ within thirty (30) days. Upon Certification of the Record by the Clerk it shall be served on all parties as provided for in 154.8-3. The time for filing and certifying the record may be extended for good cause by the Chief Judge of the Court upon a written request from the Trial Court clerk or original hearing body.

(a) The record of the case shall consist of all papers filed with the Trial Court or original hearing body, exhibits, ~~the~~a transcript~~/~~ or audio recording of the proceedings, and the final decision of the Trial Court or original hearing body.

154.9. Time Computation

154.9-1. *Deadline Computation.* Time lines are determined by designating the day after notice is received as day one. Computation involving calendar days shall include intermediate Tribally observed holidays and weekend days, provided that if the last day of the period falls on a Saturday, Sunday or Tribally observed holiday, then the next business day shall be the due date.

MEETING CANCELED

Computation involving business days shall not include intermediate weekend days or Tribally observed holidays. All papers due to be filed with the Clerk are due prior to the close of business on the last day of the time period.

(a) If notice is mailed, then three (3) days shall be added to the time line in order to determine the due date.

154.9-2. *Extension of Time*. For good cause, the Court may extend the time prescribed by these Rules or by its order to perform any act, or may permit an act to be done after that time expires. But the Court shall not extend the time to file:

(a) a notice of appeal; or

(b) a petition for permission to appeal.

154.9-3. *Time to Complete*. Unless time is extended by the Court with the knowledge of the parties, the time from the filing of the Notice of Appeal to the completion and entry of the final written decision shall not exceed one hundred and ~~twenty (120~~eighty (180) days.

154.10. Motions

154.10-1. *Application for Relief*. An application for an order or other relief in a docketed case shall be made by motion unless these Rules prescribe another form. A motion shall be in writing unless the Court permits otherwise. The moving party shall file all motions with the Clerk and serve opposing parties as provided in 154.8.

154.10-2. *Content of a Motion*. A motion shall state with particularity the grounds for the motion, the relief sought, and the legal argument necessary to support it.

(a) Any affidavit or other paper necessary to support a motion shall be served and filed with the motion. An affidavit shall contain only factual information, not legal argument. A motion seeking substantive relief shall include a copy of the Trial Court's or original hearing body's opinion as a separate exhibit.

154.10-3. *Response to a Motion*. Any party may file a response to a motion, in accordance with 154.11-2. The response shall be filed within ten (10) days after service of the motion unless the Court shortens or extends the time.

154.10-4. *Motion for a Procedural Order*. The Court may act on a motion for a procedural order at any time without awaiting a response. A party adversely affected by the Court's action may file a motion to reconsider, vacate, or modify that action within five (5) days of receipt of notice of the decision.

154.10-5. *Motion for Voluntary Dismissal*. An appellant may dismiss an appeal by filing a motion to dismiss. If not yet docketed in the Court, then the motion shall be filed in the Trial Court or original hearing body. The dismissal of an appeal shall not affect the status of a cross-appeal or the right of a respondent to file a cross appeal.

154.10-6. *Form*. Motions shall be typed, legible and include the case caption. Every motion shall:

(a) Contain a caption heading, the name Judiciary- Court of Appeals, the title of the action, the docket number (if known) and a designation as to the purpose or type of motion.

(b) Contain the names of all parties to the action.

(c) Be organized in sections containing a clear designation, which shall include, but is not limited to:

(1) The facts, events or occurrences which make a specific motion for relief necessary;

(2) The specific relief requested by the moving party;

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(3) The applicable law or laws to the motion at hand, including citations; and

(4) The legal reasons the relief should be granted.

(d) Be on 8 ½ by 11 inch paper. The text shall be double-spaced, but quotations more than two (2) lines may be indented and single-spaced. Headings and footings may be single-spaced. Margins must be at least one (1) inch on all four (4) sides. Page numbers may be placed in the margins, but no other text shall appear there.

(e) Be typed in a plain, roman style, although italics or boldface may be used for emphasis. Case names shall be italicized or underlined.

(f) Not exceed twenty (20) pages, unless the Court permits or directs otherwise.

154.11. Briefs

154.11-1. *Briefs Generally.* Briefs shall be used by the Court to aid the Court in its consideration of the issues presented.

(a) *Form.* The brief shall be 1.5 line spaced, typed, 1 inch margins, and on 8.5 x 11 inch paper, and shall be signed by the party or the party's attorney or advocate, if represented. The front cover of a brief shall contain:

(1) the number of the case centered at the top;

(2) the name of the court;

(3) the title of the case;

(4) the nature of the proceeding (e.g., Appeal, Petition for Review) and the name of the court below;

(5) the title of the brief, identifying the party or parties for whom the brief is filed; and

(6) the name, office address, and telephone number of the attorney or advocate representing the party for whom the brief is filed, if represented.

(b) *Length.* The brief shall be no more than twenty (20) pages, one (1) sided, in length, not including any addendums, appendices, attachments, or the tables of contents and authorities.

(c) *Filing.* When a party is represented by an attorney or advocate, only the attorney or advocate shall file briefs and pleadings. The individual shall not file on his or her own unless he or she is pro se. Three (3) copies of each brief shall be filed with the Clerk and one (1) copy to all parties to the appeal.

(d) *Time to Serve and File a Brief.* The Appellant shall serve on the Respondent and file with the Clerk a brief within twenty (20) days after ~~the Notice of Appeal is filed.~~acceptance of the Certification of the Record. The Respondent's brief shall be filed with the Clerk within twenty (20) days of receipt of the Appellant's brief. A reply brief, if necessary, shall be filed within fourteen (14) days of receipt of Respondent's brief. The Court may, on its own, order different time lines for any party's time to file a brief.

(e) *Consequence of Failure to File.* If an Appellant fails to file a brief within the time provided by this Rule, or within an extended time, a Respondent may move to dismiss the appeal. A Respondent who fails to file a brief shall not be heard at oral argument unless the Court grants permission.

154.11-2. *Appellant's Brief.* The Appellant's brief shall contain, under appropriate headings and in the order indicated:

(a) *Content*:

(1) a table of contents, with page references;

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(2) a table of authorities-cases (alphabetically arranged), statutes, and other authorities-with references to the pages of the brief where they are cited;

(3) a jurisdictional statement, including:

(A) the basis for the Trial Court's or original hearing body's subject-matter jurisdiction;

(B) the basis for the Court of Appeals' jurisdiction;

(C) the filing dates establishing the timeliness of the appeal; and

(D) an assertion that the appeal is from a final order or judgment that disposes of all parties' claims, or information establishing the Court of Appeals' jurisdiction on some other basis~~;~~.

(4) a statement of the issues presented for review;

(5) a statement of the case briefly indicating the nature of the case, the course of proceedings, and the disposition below;

(6) a statement of facts relevant to the issues submitted for review with appropriate references to the record;

(7) a summary of the argument, which shall contain a succinct, clear, and accurate statement of the arguments made in the body of the brief, and which shall not merely repeat the argument headings;

(8) the argument, which shall contain:

(A) Appellant's contentions and the reasons for them, with citations to the authorities and parts of the record on which the Appellant relies; and

(B) for each issue, a concise statement of the applicable standard of review (which may appear in the discussion of the issue or under a separate heading placed before the discussion of the issues);

(9) a short conclusion stating the precise relief sought;

(10) a short appendix to include:

(A) relevant docket entries in the Trial Court or original hearing body;

(B) limited portions of the record essential to an understanding of the issues raised;

(C) the judgment, order, or decision in question; and

(D) other parts of the record to which the parties wish to direct the Court's attention; and

(11) where the record is required by law to be confidential, reference to individuals shall be by initials rather than by names.

154.11-3. *Respondent's Brief.* The Respondent's brief shall conform to the same requirements as 154.11-2 (Appellant's Brief).

(a) The Respondent's brief shall address each issue and argument presented by the Appellant's brief.

(b) The Respondent's brief may present additional issues, with the Respondent's positions and arguments on such issues.

154.11-4. *Reply Brief.* The Appellant may file a brief in reply to the Respondent's brief. Unless the Court permits, no further briefs may be filed. A reply brief shall conform to the requirements of 154.11-3 (Respondent's Brief), except that a reply brief shall be no more than fifteen (15) pages, one (1) sided, in length.

154.11-5. *Amicus Curiae Brief.* A person who is not a party to a case but has some interest in the outcome of the case may, upon timely motion and with permission of the Court, submit an

amicus curiae brief in support of a party to the action. The Court may, on its own motion, request amicus participation from appropriate individuals or organizations.

(a) Amicus curiae briefs shall conform to the requirements of 154.11-2 (Appellant's Brief), except as provided in the following:

(1) Amicus curiae shall file his or her brief no later than seven (7) days after the brief of the party being supported is filed. Amicus curiae that do not support either party shall file his or her brief no later than seven (7) days after the Appellant's or Respondent's brief is filed. The Court may grant leave for later filing, specifying the time within which an opposing party shall answer.

154.11-6. *Briefs in a Case Involving Multiple Appellants or Respondent.* In a case involving more than one (1) Appellant or Respondent, including consolidated cases, any number of Appellants or Respondents may join in a brief, and any party may adopt, by reference, a part of another's brief. Parties may also join in reply briefs.

154.12. Oral Argument

154.12-1. *Oral Arguments.* The Court may order oral argument when issues of fact or law remain unclear and/or the positions of the parties on an issue are unclear or otherwise not fully developed. The Court shall direct that an appeal be submitted on briefs only, if:

(a) The appeal is frivolous;

(b) The dispositive issue or issues have been authoritatively decided; or

(c) The facts and legal arguments are adequately presented in the briefs and record, and the decisional process would not be significantly aided by oral argument.

154.12-2. *Notice.* The Clerk shall provide notice, of at least ten (10) business days, to all parties when oral arguments are scheduled. The notice shall list the location of the oral argument and the time allowed for each side. The Court shall determine the amount of time for oral arguments. A motion to postpone the argument or to extend the argument timeframe shall be filed at least five (5) business days before the hearing date.

154.12-3. *Citation of Authorities at Oral Argument.* ~~Parties~~Unless permitted by the Court, parties may not cite or discuss a case at an oral argument unless the case has been cited in one (1) of the briefs.

154.13. Entry and Form of Judgment

154.13-1. *Entry.* A judgment is entered when it is noted on the docket. The Clerk shall prepare, sign, and enter the judgment after receiving the Court's opinion.

(a) The decision and opinion of the Court shall be by a majority vote.

(b) The Court may:

(1) Reverse, affirm, or modify the judgment or order as to any or all parties;

(2) Remand the matter to the Trial Court or original hearing body and order a new trial on any or all issues presented; the order remanding a case shall contain specific instructions for the Trial Court or original hearing body;

(3) If the appeal is from a part of a judgment or order, the Court may reverse, affirm or modify as to the part which is appealed;

(4) Direct the entry of an appropriate judgment or order; or

(5) Require such other action or further proceeding as may be appropriate to each individual action.

(c) On the date when judgment is entered, the Clerk shall serve all parties with a copy of the decision and opinion as entered.

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154.13-2. *Form*. All decisions of the Court shall be in writing and accompanied by an opinion stating the legal issues and the basis for the decision. Decisions of the Court shall be issued no later than sixty (60) days after the conclusion of oral argument or after the expiration of time to file a *Reply Brief* or *Response Brief* if no oral argument is held.

(a) The time for issuing a decision and opinion may be extended provided all parties are notified of the extension in writing. The notice of extension shall include the cause for and length of such extension.

154.14. Interest of Judgments

154.14-1. Unless the law provides otherwise, if a money judgment in a civil case is affirmed, whatever interest is allowed by law is payable from the date when the Trial Court's or original hearing body's judgment was entered. If the Court modifies or reverses a judgment with a direction that a money judgment be entered in the Trial Court or by the original hearing body, the mandate shall contain instructions about the allowance of interest.

154.15. Penalties

154.15-1. *Frivolous Appeals*. If an appeal or cross-appeal is found by the Court to be frivolous, the Court may award to the successful party costs and attorney's or advocate's fees.

(a) Costs may be assessed against the Appellant or cross-Appellant, the (cross)-Appellant's attorney or advocate, or both the (cross)-Appellant and his/her attorney or advocate jointly.

(1) Court costs shall be based on actual cost or defined by the Court.

(b) A finding of a frivolous appeal or cross-appeal shall be made if one (1) or more of the following elements are found by the Court:

(1) The appeal or cross appeal was filed, used, or continued in bad faith, solely for purposes of delay, harassment or injuring the opposing party; or

(2) The party or party's attorney or advocate knew, or should have known, that the appeal or cross-appeal was without any reasonable basis in law or equity and could not be supported by a good faith argument for an extension, modification or reversal of existing law.

154.15-2. *Delay*. If the Court finds that an appeal or cross-appeal was taken for the purpose of delay, it may award one (1) or more of the following to the opposing party:

(a) Double costs;

(b) A penalty of additional interest not exceeding ten percent (10%) on the award amount affirmed;

(c) Damages caused by the delay; and/or

(d) Attorney's or advocate's fees.

154.15-3. *Non-Compliance with Rules*. Failure of a party to comply with a requirement of these Rules or an order of the Court, does not affect the jurisdiction of the Court over the appeal but may be grounds for one (1) or more of the following:

(a) Dismissal of the appeal;

(b) Summary reversal of the Trial Court or original hearing body;

(c) Striking of a paper, document or memorandum submitted by a party;

(d) Imposition of a penalty or costs on a party or party's attorney or advocate; and/or

(e) Other action as the Court considers appropriate.

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154.16. Substitution of Parties

154.16-1. *Death of a Party.* Death of a party does not automatically end a party's right to appeal.

(a) *After Notice of Appeal Is Filed.* If a party dies after a notice of appeal has been filed or while a proceeding is pending in the Court, the decedent's personal representative may be substituted as a party on motion filed with the Clerk by the representative or by any party. A party's motion shall be served on the representative. If the Decedent has no representative, any party may suggest the death on the record, and the Court may then direct appropriate proceedings.

(b) *Before Notice of Appeal Is Filed-Potential Appellant.* If a party entitled to appeal dies before filing a notice of appeal, the decedent's personal representative, or if there is no personal representative, the decedent's attorney or advocate of record, may file a notice of appeal within the time prescribed by these Rules. After the notice of appeal is filed, substitution shall be in accordance with 154.16-1(a).

(c) *Before Notice of Appeal Is Filed-Potential Respondent.* If a party against whom an appeal may be taken dies after entry of a judgment or order in the Trial Court or original hearing body, but before a notice of appeal is filed, an Appellant may proceed as if the death had not occurred. After the notice of appeal is filed, substitution shall be in accordance with 154.16-1(a).

154.16-2. *Substitution for a Reason Other Than Death.* If a party needs to be substituted for any reason other than death, the procedure set in 154.16-1(a) applies.

154.17. Costs

154.17-1. *Costs.* Costs in an appeal shall be as follows unless otherwise ordered by the Court:

(a) Against the appellant when the appeal is dismissed or the judgment or order affirmed;

(b) Against the respondent when the judgment or order is reversed.

154.17-2. *Allowable Costs.* Allowable costs shall include:

(a) Cost of printing and assembling the number of copies and briefs and appendices required by the Rules;

(b) Fees charged by the Court and/or clerk;

(c) Cost of the preparation of the transcript of testimony of the record of appeal; and

(d) Other costs as ordered by the Court.

154.17-3. *Recovery of Costs.* A party seeking to recover costs in the Court shall file a statement ~~ofhte~~of the costs within fourteen (14) days of the filing of the decision of the Court. An opposing party may file, within eleven (11) days after service of the statement, a motion objection to the statement of costs.

End.

Adopted BC-04-25-14-B
Emergency Amended BC-12-19-14-A

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Chapter 154
Rules of Appellate Procedure

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154.1. Purpose and Policy

154.1-1. *Purpose.* The purpose of this Law is to govern the procedure in all actions and proceedings in the divisions that make up the Court of Appeals within the Judiciary that fall under the jurisdiction of the Tribe.

154.1-2. *Policy.* It is the policy of the Tribe that these rules are to be liberally construed to ensure a speedy, fair, and inexpensive determination of every appeal.

154.2. Adoption, Amendment, Repeal

154.2-1. This Law was adopted by the Oneida Business Committee by resolution BC-04-25-14-B and amended by resolution _______________.

154.2-2. This Law may be amended or repealed pursuant to the procedures set out in the Oneida Legislative Procedures Act by the Oneida Business Committee or the Oneida General Tribal Council.

154.2-3. 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 portion.

154.2-4. 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.

154.2-5. This Law is adopted under authority of the Constitution of the Oneida Tribe of Indians of Wisconsin.

154.3. Definitions

154.3-1. 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:

(a) "Advocate" shall mean an Oneida non-attorney advocate as provided by law or other advocate who is presented to the court as the representative or advisor to a party.

(b) "Agent" shall mean a person authorized to act on behalf of another.

(c) "Amicus Curiae" shall mean (literally, friend of the court) a person who is not a party to a case, nor solicited by any of the parties, who files a brief to assist the Court by furnishing information or advice regarding questions of law or fact.

(d) "Answer" shall mean a written response in opposition to a brief or petition.

(e) "Appeal" shall mean a review in the Court of Appeals by appeal or writ of error authorized by law of a judgment or order of the Trial Court or original hearing body.

(f) "Appellant" shall mean a person who files a notice of appeal.

(g) "Attorney" shall mean a person who is admitted to practice law.

(h) "Brief" shall mean a written legal document which aids in the Court's decision by reciting the facts of the case, the arguments being raised on appeal, and the applicable law.

(i) “Clerk” shall mean the Clerk of the Court of Appeals.
(j) “Court” shall mean the Court of Appeals of the Tribe.
(k) “Cross-Appeal” shall mean an appeal brought by the Respondent against the Appellant after the Appellant has already filed an appeal.
(l) “Days” shall mean calendar days, unless otherwise specifically stated.
(m) “Docketed” shall mean an appeal that has been filed and assigned a docket number.
(n) “Electronic” shall mean an electronic communication system, including, but is not limited to E-mail, used for filing papers with the Court or serving papers on any other party.
(o) “Initial Review” shall mean review of the Notice of Appeal to determine if the case is acceptable for appellate review.
(p) “Interlocutory” shall mean an order or appeal that occurs before the Trial Court or original hearing body issues a final ruling on a case.
(q) “Joinder” shall mean the joining together of several claims or several parties all in one (1) hearing, provided that the legal issues and the factual situation are the same for all Appellants and Respondents.
(r) “Judiciary” shall mean the Oneida Tribal Judicial System.
(s) “Original hearing body” shall mean the administrative agency decision-making panel which heard a contested case under the Administrative Procedures Act (or similar law) and from which appeal is permitted by law.
(t) “Petitioner” shall mean a person filing a petition.
(u) “Pro se” shall mean advocating on one’s own behalf before the Court, rather than being represented by an attorney or advocate.
(v) “Record” shall mean all materials identified in 154.[illegible]-4(a) of these Rules.
(w) “Reply Brief” shall mean a brief of a party to a legal action in answer to points of law raised in an opponent’s brief but not in his or her own.
(x) “Respondent” shall mean a person adverse to the Appellant.
(y) “Rules” shall mean these Rules of Appellate Procedure.
(z) “Stay” shall mean a suspension of a case or a suspension of a particular proceeding, including orders, within a case that prevents enforcement pending appeal or other circumstances.
(aa) “Trial Court” shall mean the Trial Court of the Tribe.
(bb) “Tribal” or “Tribe” shall mean the Oneida Tribe of Indians of Wisconsin.
(cc) “Tribal law” shall mean a code, act, statute, rule, regulation, policy or ordinance enacted by the Oneida General Tribal Council or the Oneida Business Committee.

154.4. General Provisions

154.4-1. These Rules may be used in conjunction with the Rules of Civil Procedure. Matters and proceedings not specifically set forth herein shall be handled in accordance with reasonable justice, as determined by the Court. Where these Rules fail to address an issue, the Federal Rules of Appellate Procedure may be used as a guide, so long as those rules are not inconsistent with existing Oneida Rules of Procedure, Tribal laws, or the customs of the Tribe.
154.4-2. On its own or by a party’s motion; the Court may, to expedite its decision or for other good cause, suspend any provision of these Rules in a particular case and order proceedings as it directs.
154.4-3. The Chief Judge of the Court shall, when hearing a case, have the authority to compel the production of documents where such is deemed necessary to rendition of the Court’s opinion.

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There shall not be a new trial in the Court. The Court may review both the factual findings and conclusions of law of the Trial Court or original hearing body.

154.5. Initiating the Appeal

154.5-1. *Right of Appeal*. Any party to a civil action, who is aggrieved by a final judgment or order of the Trial Court or original hearing body, may appeal to the Court of Appeals.

(a) In any case brought on appeal, the Appellant may petition the Court for an order staying the judgment or order. A stay shall be granted in all cases in which it is requested unless plain and obvious injustice would result from granting the stay. The Court may render a stay conditioned upon execution of a bond to guarantee performance of the judgment or order when deemed necessary.

(b) In the event the appeal or request for stay is denied, the Court shall state the reasons for the refusal within thirty (30) days of the receipt of the Notice of Appeal.

154.5-2. *Notice of Appeal*. Any party who is appealing shall appeal in the manner prescribed by this Rule.

(a) Such party shall file with the Clerk a Notice of Appeal from such judgment or order, together with a filing fee, as set by the Court, within thirty (30) days after the day such judgment or order was rendered. A Notice of Appeal shall not be filed by electronic means.

(b) Within ten (10) days of the filing of the Notice of Appeal or the Perfected Notice of Appeal as provided under 154.5-3, three (3) Appellate Judges shall be assigned to perform an Initial Review of the Notice of Appeal.

(1) *Waiver of Fee*. The Chief Judge of the Court may waive the filing fee upon motion for a fee waiver by the Appellant where the Chief Judge of the Court is satisfied the Appellant lacks the means to pay the filing fee. The motion shall include an affidavit demonstrating inability to pay and shall accompany the Notice of Appeal.

(c) In addition to the Notice of Appeal and filing fee, the following information shall be provided upon the filing of the notice:

(1) A copy of the written decision of the Trial Court or original hearing body;

(2) A short statement explaining what relief is sought by the Appellant;

(3) A short statement explaining the legal grounds for seeking the appeal and justification for the relief requested;

(4) Name, address and phone numbers of all parties, including respondent; and

(5) Name, address and phone numbers of all party attorneys or advocates, if known.

(d) A cash deposit or bond in an amount equal to the amount of any judgment, plus costs assessed by the Trial Court or original hearing body, or a motion for waiver of this requirement, shall accompany the Notice of Appeal. The deposit/bond requirement may be waived only when, in the judgment of the Court, such deposit/bond is not in the interest of justice and such waiver does not unnecessarily harm the judgment holder. The motion for waiver of the deposit/bond requirement shall be requested with notice to all parties. If the motion for waiver is denied, the deposit/bond shall be submitted within ten (10) days of the denial. The appeal shall be dismissed if the deposit/bond is not paid or waived.

(1) *Exception*. The Tribe, or an officer or agency of the Tribe shall be exempt from the requirement of providing any cash deposit or bond. The exemption under this section shall be automatic and shall not require a motion or waiver.

(e) An appeal shall not be dismissed for informality of form or title of the notice of appeal, or for failure to name a party whose intent to appeal is otherwise clear from the notice.

154.5-3. *Perfection of Notice*. If the appellant fails to provide a completed Notice of Appeal Form, the filing fee or waiver form, or any required documents or materials, the Appellant shall be notified of any filing deficiencies by the Clerk within five (5) business days and shall have five (5) business days from receipt of this notice to perfect the filing. Failure to perfect the filing within five (5) business days may result in the non-acceptance of the appeal.

154.6. Appeal by Permission

154.6-1. *Appeal by Permission*. An appeal from an interlocutory order may be sought by filing a Petition for Permission to Appeal with the Clerk within ten (10) business days after the entry of such order with proof of service on all other parties to the action. Within ten (10) business days after service of the petition, an adverse party may file an Answer in opposition. A decision shall be issued in a reasonable time, but no longer than thirty (30) days from the first deliberation unless good cause to extend the deadline is found by the Court. This extension shall be in writing. The petition shall contain:

(a) a statement of the facts necessary to develop an understanding of the question of law determined by the order of the Trial Court or original hearing body; and

(b) a statement of the question itself; and

(c) a statement of the reasons why substantial basis exists for a difference of opinion on the question; and

(d) the relief sought; and

(e) why an immediate appeal may:

(1) materially advance the termination of the litigation;

(2) protect the petitioner from substantial or irreparable injury; or

(3) clarify an issue of general importance in the administration of justice; and

(f) The petition shall include or have a copy of the order of the Trial Court or original hearing body attached thereto.

154.7. Joint, Consolidated and Cross Appeals

154.7-1. *Joint or Consolidated Appeals.* When two (2) or more parties are entitled to appeal from a Trial Court or original hearing body judgment or order, and their interests make joinder practicable, the parties may file a joint notice of appeal. The parties may then proceed on appeal as a single Appellant.

(a) When the parties have filed separate timely notices of appeal, the appeals may be joined or consolidated by the Court.

(b) If the persons do not file a joint appeal or elect to proceed as a single Appellant, or if their interests are such as to make joinder impractical, the person shall proceed as Appellant and co-Appellant, with each co-Appellant to have the same procedural rights and obligations as the Appellant. The Appellant shall be the person who filed first.

154.7-2. *Cross Appeal.* A Respondent who seeks modification of the judgment or order appealed from or of another judgment or order entered in the same action or proceeding shall file a notice of cross-appeal within the time established for the filing of a notice of appeal or ten (10) business days after the receipt of the notice of appeal, whichever is later. The Respondent shall be listed as the cross-Appellant. A cross-Appellant has the same rights and obligations as an Appellant under these Rules.

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154.8. Service, Filing and Certification

154.8-1. A paper required or permitted to be filed in the Court shall be filed with the Clerk. The filing party shall supply the Clerk with the original papers and three (3) copies. The filing party shall also provide one (1) copy of the papers for each opposing party or party's attorney or advocate. Filing shall be complete by the close of business on the day which the filing is due. The following methods of filing shall be used, in order of preference:

(a) *In Person*: A party to a pending case, or the party's attorney, advocate or authorized Agent may file papers in person before the Clerk.

(b) *Electronic:* A party to a pending case may file papers electronically to the electronic address, designated for such filings, of the Clerk. A paper filed by electronic means shall constitute a written paper for the purpose of applying these Rules. Upon receipt by the Clerk, any paper filed electronically shall be deemed filed, signed and verified by the filing party.

(c) *By Mail*: A party to a pending case may file papers by U.S. or private mail with the ability to track the delivery, with cover documents to be addressed to the Clerk. Filing shall not be completed upon mailing, but only upon receipt.

(1) Filing of papers is also permitted through the Tribal certified interoffice mail system.

154.8-2. *Proof of Service*. Upon demand by a party or the Appellate Clerk, a party filing documents shall provide one (1) of the following:

(a) Proof of delivery of the filing in question;

(b) an acknowledgement of service by the person served; or

(c) proof of service consisting of a statement by the person who made service certifying:

(1) the date and manner of service;

(2) the names of the persons served;

(3) the mail or electronic addresses, facsimile numbers of the persons served, or the addresses of the places of delivery, as appropriate for the manner of service; and

(4) if served electronically, a writing by the person being served consenting to service by electronic means.

154.8-3. *Service of All Papers Required.* A party shall, at or before the time of filing a paper, serve a copy on all other parties to the appeal. Any party may be served by electronic means, if such party consents in writing to service by electronic means. Service on a party represented by an attorney or advocate shall be made on the party's attorney or advocate.

154.8-4. *Certification of the Record.* Upon acceptance of the Appeal the Clerk shall, notify the Trial Court clerk or original hearing body that an appeal has been filed and request, the Trial Court clerk or original hearing body to prepare, and file with the Appellate Court all papers comprising the record of the case appealed within thirty (30) days. Upon Certification of the Record by the Clerk it shall be served on all parties as provided for in 154.8-3. The time for filing and certifying the record may be extended for good cause by the Chief Judge of the Court upon a written request from the Trial Court clerk or original hearing body.

(a) The record of the case shall consist of all papers filed with the Trial Court or original hearing body, exhibits, a transcript or audio recording of the proceedings, and the final decision of the Trial Court or original hearing body.

154.9. Time Computation

154.9-1. *Deadline Computation.* Time lines are determined by designating the day after notice is received as day one. Computation involving calendar days shall include intermediate Tribally

observed holidays and weekend days, provided that if the last day of the period falls on a Saturday, Sunday or Tribally observed holiday, then the next business day shall be the due date. Computation involving business days shall not include intermediate weekend days or Tribally observed holidays. All papers due to be filed with the Clerk are due prior to the close of business on the last day of the time period.

(a) If notice is mailed, then three (3) days shall be added to the time line in order to determine the due date.

154.9-2. *Extension of Time*. For good cause, the Court may extend the time prescribed by these Rules or by its order to perform any act, or may permit an act to be done after that time expires. But the Court shall not extend the time to file:

(a) a notice of appeal; or

(b) a petition for permission to appeal.

154.9-3. *Time to Complete*. Unless time is extended by the Court with the knowledge of the parties, the time from the filing of the Notice of Appeal to the completion and entry of the final written decision shall not exceed one hundred and eighty (180) days.

154.10. Motions

154.10-1. *Application for Relief*. An application for an order or other relief in a docketed case shall be made by motion unless these Rules prescribe another form. A motion shall be in writing unless the Court permits otherwise. The moving party shall file all motions with the Clerk and serve opposing parties as provided in 154.8.

154.10-2. *Contents of a Motion*. A motion shall state with particularity the grounds for the motion, the relief sought, and the legal argument necessary to support it.

(a) Any affidavit or other paper necessary to support a motion shall be served and filed with the motion. An affidavit shall contain only factual information, not legal argument. A motion seeking substantive relief shall include a copy of the Trial Court's or original hearing body's opinion as a separate exhibit.

154.10-3. *Response to a Motion*. Any party may file a response to a motion, in accordance with 154.11-2. The response shall be filed within ten (10) days after service of the motion unless the Court shortens or extends the time.

154.10-4. *Motion for a Procedural Order*. The Court may act on a motion for a procedural order at any time without awaiting a response. A party adversely affected by the Court's action may file a motion to reconsider, vacate, or modify that action within five (5) days of receipt of notice of the decision.

154.10-5. *Motion for Voluntary Dismissal*. An appellant may dismiss an appeal by filing a motion to dismiss. If not yet docketed in the Court, then the motion shall be filed in the Trial Court or original hearing body. The dismissal of an appeal shall not affect the status of a cross-appeal or the right of a respondent to file a cross appeal.

154.10-6. *Form*. Motions shall be typed, legible and include the case caption. Every motion shall:

(a) Contain a caption heading, the name Judiciary- Court of Appeals, the title of the action, the docket number (if known) and a designation as to the purpose or type of motion.

(b) Contain the names of all parties to the action.

(c) Be organized in sections containing a clear designation, which shall include, but is not limited to:

(1) The facts, events or occurrences which make a specific motion for relief necessary;

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(2) The specific relief requested by the moving party;

(3) The applicable law or laws to the motion at hand, including citations; and

(4) The legal reasons the relief should be granted.

(d) Be on 8 ½ by 11 inch paper. The text shall be double-spaced, but quotations more than two (2) lines may be indented and single-spaced. Headings and footings may be single-spaced. Margins must be at least one (1) inch on all four (4) sides. Page numbers may be placed in the margins, but no other text shall appear there.

(e) Be typed in a plain, roman style, although italics or boldface may be used for emphasis. Case names shall be italicized or underlined.

(f) Not exceed twenty (20) pages, unless the Court permits or directs otherwise.

154.11. Briefs

154.11-1. *Briefs Generally*. Briefs shall be used by the Court to aid the Court in its consideration of the issues presented.

(a) *Form*. The brief shall be 1.5 line spaced, typed, 1 inch margins, and on 8.5 x 11 inch paper, and shall be signed by the party or the party's attorney or advocate, if represented. The front cover of a brief shall contain:

(1) the number of the case centered at the top;

(2) the name of the court;

(3) the title of the case;

(4) the nature of the proceeding (e.g., Appeal, Petition for Review) and the name of the court below;

(5) the title of the brief, identifying the party or parties for whom the brief is filed; and

(6) the name, office address, and telephone number of the attorney or advocate representing the party for whom the brief is filed, if represented.

(b) *Length*. The brief shall be no more than twenty (20) pages, one (1) sided, in length, not including any addendums, appendices, attachments, or the tables of contents and authorities.

(c) *Filing*. When a party is represented by an attorney or advocate, only the attorney or advocate shall file briefs and pleadings. The individual shall not file on his or her own unless he or she is pro se. Three (3) copies of each brief shall be filed with the Clerk and one (1) copy to all parties to the appeal.

(d) *Time to Serve and File a Brief*. The Appellant shall serve on the Respondent and file with the Clerk a brief within twenty (20) days after acceptance of the Certification of the Record. The Respondent's brief shall be filed with the Clerk within twenty (20) days of receipt of the Appellant's brief. A reply brief, if necessary, shall be filed within fourteen (14) days of receipt of Respondent's brief. The Court may, on its own, order different time lines for any party's time to file a brief.

(e) *Consequence of Failure to File*. If an Appellant fails to file a brief within the time provided by this Rule, or within an extended time, a Respondent may move to dismiss the appeal. A Respondent who fails to file a brief shall not be heard at oral argument unless the Court grants permission.

154.11-2. *Appellant's Brief*. The Appellant's brief shall contain, under appropriate headings and in the order indicated:

(a) *Content*:

(1) a table of contents, with page references;

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(2) a table of authorities-cases (alphabetically arranged), statutes, and other authorities-with references to the pages of the brief where they are cited;

(3) a jurisdictional statement, including:

(A) the basis for the Trial Court's or original hearing body's subject-matter jurisdiction;

(B) the basis for the Court of Appeals' jurisdiction;

(C) the filing dates establishing the timeliness of the appeal; and

(D) an assertion that the appeal is from a final order or judgment that disposes of all parties' claims, or information establishing the Court of Appeals' jurisdiction on some other basis.

(4) a statement of the issues presented for review;

(5) a statement of the case briefly indicating the nature of the case, the course of proceedings, and the disposition below;

(6) a statement of facts relevant to the issues submitted for review with appropriate references to the record;

(7) a summary of the argument, which shall contain a succinct, clear, and accurate statement of the arguments made in the body of the brief, and which shall not merely repeat the argument headings;

(8) the argument, which shall contain:

(A) Appellant's contentions and the reasons for them, with citations to the authorities and parts of the record on which the Appellant relies; and

(B) for each issue, a concise statement of the applicable standard of review (which may appear in the discussion of the issue or under a separate heading placed before the discussion of the issues);

(9) a short conclusion stating the precise relief sought;

(10) a short appendix to include:

(A) relevant docket entries in the Trial Court or original hearing body;

(B) limited portions of the record essential to an understanding of the issues raised;

(C) the judgment, order, or decision in question; and

(D) other parts of the record to which the parties wish to direct the Court's attention; and

(11) where the record is required by law to be confidential, reference to individuals shall be by initials rather than by names.

154.11-3. *Respondent's Brief*. The Respondent's brief shall conform to the same requirements as 154.11-2 (Appellant's Brief).

(a) The Respondent's brief shall address each issue and argument presented by the Appellant's brief.

(b) The Respondent's brief may present additional issues, with the Respondent's positions and arguments on such issues.

154.11-4. *Reply Brief*. The Appellant may file a brief in reply to the Respondent's brief. Unless the Court permits, no further briefs may be filed. A reply brief shall conform to the requirements of 154.11-3 (Respondent's Brief), except that a reply brief shall be no more than fifteen (15) pages, one (1) sided, in length.

154.11-5. *Amicus Curiae Brief*. A person who is not a party to a case but has some interest in the outcome of the case may, upon timely motion and with permission of the Court, submit an amicus curiae brief in support of a party to the action. The Court may, on its own motion, request amicus participation from appropriate individuals or organizations.

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(a) Amicus curiae briefs shall conform to the requirements of 154.11-2 (Appellant's Brief), except as provided in the following:

(1) Amicus curiae shall file his or her brief no later than seven (7) days after the brief of the party being supported is filed. Amicus curiae that do not support either party shall file his or her brief no later than seven (7) days after the Appellant's or Respondent's brief is filed. The Court may grant leave for later filing, specifying the time within which an opposing party shall answer.

154.11-6. *Briefs in a Case Involving Multiple Appellants or Respondent.* In a case involving more than one (1) Appellant or Respondent, including consolidated cases, any number of Appellants or Respondents may join in a brief, and any party may adopt, by reference, a part of another's brief. Parties may also join in reply briefs.

154.12. Oral Argument

154.12-1. *Oral Argument.* The Court may order oral argument when issues of fact or law remain unclear and/or the positions of the parties on an issue are unclear or otherwise not fully developed. The Court shall direct that an appeal be submitted on briefs only, if:

(a) The appeal is frivolous;

(b) The dispositive issue or issues have been authoritatively decided; or

(c) The facts and legal arguments are adequately presented in the briefs and record, and the decisional process would not be significantly aided by oral argument.

154.12-2. *Notice.* The Clerk shall provide notice, of at least ten (10) business days, to all parties when oral arguments are scheduled. The notice shall list the location of the oral argument and the time allowed for each side. The Court shall determine the amount of time for oral arguments. A motion to postpone the argument or to extend the argument timeframe shall be filed at least five (5) business days before the hearing date.

154.12-3. *Citation of Authorities at Oral Argument.* Unless permitted by the Court, parties may not cite or discuss a case at an oral argument unless the case has been cited in one (1) of the briefs.

154.13. Entry and Form of Judgment

154.13-1. *Entry.* A judgment is entered when it is noted on the docket. The Clerk shall prepare, sign, and enter the judgment after receiving the Court's opinion.

(a) The decision and opinion of the Court shall be by a majority vote.

(b) The Court may:

(1) Reverse, affirm, or modify the judgment or order as to any or all parties;

(2) Remand the matter to the Trial Court or original hearing body and order a new trial on any or all issues presented; the order remanding a case shall contain specific instructions for the Trial Court or original hearing body;

(3) If the appeal is from a part of a judgment or order, the Court may reverse, affirm or modify as to the part which is appealed;

(4) Direct the entry of an appropriate judgment or order; or

(5) Require such other action or further proceeding as may be appropriate to each individual action.

(c) On the date when judgment is entered, the Clerk shall serve all parties with a copy of the decision and opinion as entered.

154.13-2. *Form.* All decisions of the Court shall be in writing and accompanied by an opinion stating the legal issues and the basis for the decision. Decisions of the Court shall be issued no

later than sixty (60) days after the conclusion of oral argument or after the expiration of time to file a *Reply Brief* or *Response Brief* if no oral argument is held.

(a) The time for issuing a decision and opinion may be extended provided all parties are notified of the extension in writing. The notice of extension shall include the cause for and length of such extension.

154.14. Interest of Judgments

154.14-1. Unless the law provides otherwise, if a money judgment in a civil case is affirmed, whatever interest is allowed by law is payable from the date when the Trial Court's or original hearing body's judgment was entered. If the Court modifies or reverses a judgment with a direction that a money judgment be entered in the Trial Court or by the original hearing body, the mandate shall contain instructions about the allowance of interest.

154.15. Penalties

154.15-1. *Frivolous Appeals.* If an appeal or cross-appeal is found by the Court to be frivolous, the Court may award to the successful party costs and attorney's or advocate's fees.

(a) Costs may be assessed against the Appellant or cross-Appellant, the (cross)-Appellant's attorney or advocate, or both the (cross)-Appellant and his/her attorney or advocate jointly.

(1) Court costs shall be based on actual cost or defined by the Court.

(b) A finding of a frivolous appeal or cross-appeal shall be made if one (1) or more of the following elements are found by the Court:

(1) The appeal or cross-appeal was filed, used, or continued in bad faith, solely for purposes of delay, harassment or injuring the opposing party; or

(2) The party or party's attorney or advocate knew, or should have known, that the appeal or cross-appeal was without any reasonable basis in law or equity and could not be supported by a good faith argument for an extension, modification or reversal of existing law.

154.15-2. *Delay.* If the Court finds that an appeal or cross-appeal was taken for the purpose of delay, it may award one (1) or more of the following to the opposing party:

(a) Double costs;

(b) A penalty of additional interest not exceeding ten percent (10%) on the award amount affirmed;

(c) Damages caused by the delay; and/or

(d) Attorney's or advocate's fees.

154.15-3. *Non-Compliance with Rules.* Failure of a party to comply with a requirement of these Rules or an order of the Court, does not affect the jurisdiction of the Court over the appeal but may be grounds for one (1) or more of the following:

(a) Dismissal of the appeal;

(b) Summary reversal of the Trial Court or original hearing body;

(c) Striking of a paper, document or memorandum submitted by a party;

(d) Imposition of a penalty or costs on a party or party's attorney or advocate; and/or

(e) Other action as the Court considers appropriate.

154.16. Substitution of Parties

154.16-1. *Death of a Party.* Death of a party does not automatically end a party's right to appeal.

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(a) *After Notice of Appeal Is Filed.* If a party dies after a notice of appeal has been filed or while a proceeding is pending in the Court, the decedent's personal representative may be substituted as a party on motion filed with the Clerk by the representative or by any party. A party's motion shall be served on the representative. If the Decedent has no representative, any party may suggest the death on the record, and the Court may then direct appropriate proceedings.

(b) *Before Notice of Appeal Is Filed-Potential Appellant.* If a party entitled to appeal dies before filing a notice of appeal, the decedent's personal representative, or if there is no personal representative, the decedent's attorney or advocate of record, may file a notice of appeal within the time prescribed by these Rules. After the notice of appeal is filed, substitution shall be in accordance with 154.16-1(a).

(c) *Before Notice of Appeal Is Filed-Potential Respondent.* If a party against whom an appeal may be taken dies after entry of a judgment or order in the Trial Court or original hearing body, but before a notice of appeal is filed, an Appellant may proceed as if the death had not occurred. After the notice of appeal is filed, substitution shall be in accordance with 154.16-1(a).

154.16-2. *Substitution for a Reason Other Than Death.* If a party needs to be substituted for any reason other than death, the procedure set in 154.16-1(a) applies.

154.17. Costs

154.17-1. *Costs.* Costs in an appeal shall be as follows unless otherwise ordered by the Court:

(a) Against the appellant when the appeal is dismissed or the judgment or order affirmed;

(b) Against the respondent when the judgment or order is reversed.

154.17-2. *Allowable Costs.* Allowable costs shall include:

(a) Cost of printing and assembling the number of copies and briefs and appendices required by the Rules;

(b) Fees charged by the Court and/or Clerk;

(c) Cost of the preparation of the transcript of testimony of the record on appeal; and

(d) Other costs as ordered by the Court.

154.17-3. *Recovery of Costs.* A party seeking to recover costs in the Court shall file a statement of the costs within fourteen (14) days of the filing of the decision of the Court. An opposing party may file, within eleven (11) days after service of the statement, a motion objecting to the statement of costs.

End.

Adopted BC-04-25-14-B
Emergency Amendments BC-12-19-14-A

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Follow Up

Agenda item title (see instructions):
Accept Oneida Gaming Commission continuing resolution closeout report

Action requested (choose one):

☐ Information only
☒ Action - please describe:

Accept Oneida Gaming Commission continuing resolution closeout report

3. Justification

Why BC action is required (see instructions):

Per BC directive.

4. Supporting Materials Instructions

☐ Memo of explanation with required information (see instructions)
☒ Report ☐ Resolution ☐ Contract (check the box below if signature required)
☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Brandon Stevens, Council Member

Requestor (if different from above): Mark A. Powless, Sr., OGC Chairperson
Name, Title / Dept. or Tribal Member

Additional signature (as needed): ____
Name, Title / Dept.

Additional signature (as needed): ____
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

CLOSE OUT REPORT
CONTINUING (FISCAL) RESOLUTION

ONEIDA
GAMING
COMMISSION

To: Oneida Business Committee
From: Mark A. Powless, Sr., Oneida Gaming Commission Chairperson
Date: 02/09/14

The OGC and staff worked diligently to restrict spending during the period of continuing resolution for cost containment. Operational impacts were felt and a few large expenses could not be avoided.

Operational Impacts

While restrictions on donations/sponsorships, capital/tech expenditures and capital improvement projects did not specifically affect the OGC's departments, the remaining aspects of the resolution did impact operations.

- **Hiring** - The Surveillance department was not able to hire two vital positions: Surveillance Technician and Administrative Assistant.
- **Wage Increases** – Restricting wages continues to affect employee morale and initiative.
- **Overtime** – Overtime was kept to a minimum as much as possible. However, in order to provide necessary training for all Surveillance staff, overtime was incurred November.
- **Travel** – Travel was halted, which affected the OGC and its departments' FY15 operational goals of training and development. This indirectly impacted projects and created opportunity costs for maintaining status quo instead of improving processes.
- **Contracting** – A contract request for a new vendor had to be routed through the OBC for approval, delaying the anticipated time line of implementation.

Exceptions

Exceptions to the adjusted budget (1/12 of 75% of the allocation) occurred due to items not falling within a standard monthly payment schedule. Major exceptions to the adjusted allocations include: a Surveillance capex purchase from FY14 ($31, 905) that was not received timely and had to be paid from FY15's supply line, an emergency equipment repair ($3,600), Legal Services for travel to represent OGC unable to travel, and monthly rent expenses that could not be reduced.

Process Improvement Recommendations

Although difficult, across the board restrictions are not practical. Some departments already conduct annual assessments and budget based on minimal needs. To require additional reductions can detrimentally and unnecessarily impact operations. Furthermore, it is recommended that gaming operations be exempted from cost restriction expectations.

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):
Accept Oneida Gaming Division continuing resolution closeout report

Action requested (choose one):

☐ Information only
☒ Action - please describe:

Accept the closeout report

3. Justification

Why BC action is required (see instructions):

BC follow-up directive

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)
☒ Report ☐ Resolution ☐ Contract (check the box below if signature required)
☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): Louise Cornelius, General Manager/Gaming
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

The Premier Gaming Destination of Choice

MEETING CANCELLED

Gaming Division
Cost Containment Resolution
Close Out Summary
October 2014-January 2015

Presented by: Louise Cornelius, Gaming General Manager

Memo

To: Business Committee Direct Reports,
Oneida Boards, Committees and Commissions

From: Lisa Summers, Tribal Secretary

Date: February 3, 2015

Re: Close Out of Continuing Resolution Reporting

This correspondence is to inform you that the Oneida Business Committee has requested submission of final close out reports to include the operation impacts of the continuing resolution, any information pertaining to the exceptions that were made and any recommendations moving forward on how to improve the continuing resolution process

Background

Resolution BC-09-24-14-A required exceptions to be set forth in a report which specifically identified the exception, the need for the exception, cost for non-compliance and compliance, and alternatives that were considered but rejected and the reasons for rejection.

The following motion was made at the January 28, 2015, Oneida Business Committee meeting: *Motion by Melinda J. Danforth to direct the Tribal Secretary to issue a memorandum to our Direct Reports, Non-Divisional areas including the Judiciary, and all Boards, Committees and Commissions to submit final close out reports to the February 11, 2015, regular Business Committee meeting agenda to include the operation impacts of the continuing resolution, any information pertaining to the exceptions that were made and any recommendations moving forward on how to improve the continuing resolution process, seconded by Lisa Summers. Motion carried unanimously*

Next Steps

The motion indicates that your close out report is to be submitted to the February 11, 2015 regular Business Committee meeting. The submission deadline for this meeting is today at 4:30 p.m., but we are extending this deadline to 10 a.m. on Friday, February 6, 2015.

Thank you for your attention. Questions can be directed to me at ext. 4434 or via email at lsummer2@oneidanation.org, or to Lisa Liggins – Executive Assistant at lliggins@oneidanation.org.

MEETING CANCELED

Gaming Division Overtime Summary October 2014-January 2015

Oct-14

	OT Hours	Cost
W/E 10/4/14	90.25	$1,693.09
W/E 10/11/14	32.5	$667.77
W/E 10/18/14	27	$553.75
W/E 10/25/14	54.75	$1,209.48
	204.5	$4,124.09

Nov-14

	OT Hours	Cost
W/E 11/01/14	55.75	$1,034.94
W/E 11/08/14	12	$270.94
W/E 11/15/14	57.25	$1,037.58
W/E 11/22/14	39	$674.58
W/E 11/29/14	58.75	$961.20
	[illegible]22.75	$3,979.24

Dec-14

	OT Hours	Cost
W/E 12/06/14	39	$81[illegible]
W/E 12/13/14	56.75	$1,[illegible]2.75
W/E 12/20/14	29.25	$625.[illegible]1
W/E 12/27/14	[illegible]	$211.00
	133.5	2[illegible]53.13

Ja[illegible]-15

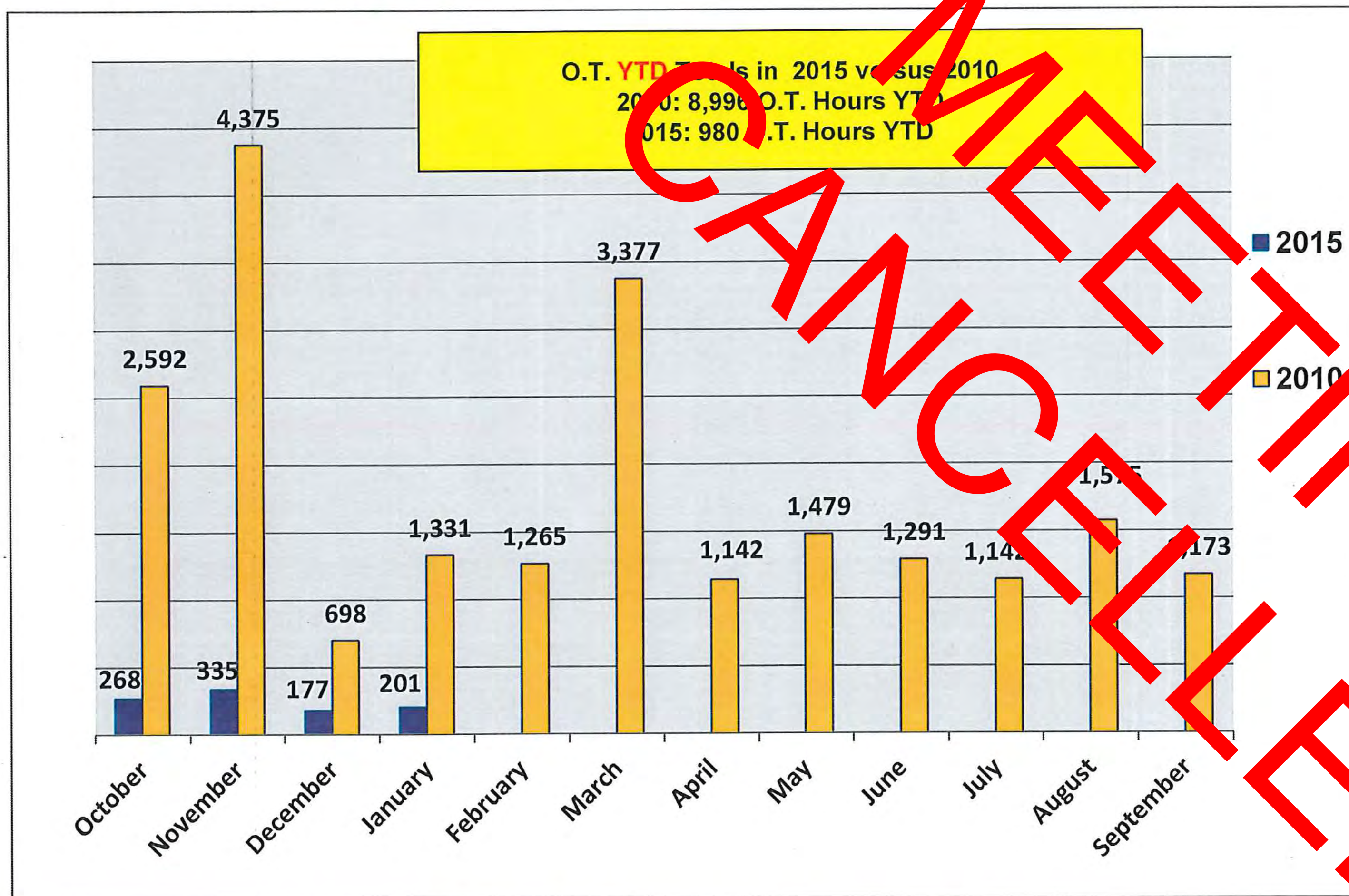
	OT Hours	Cost
W/E 01/03/15	109.5	$1,9[illegible].05
W/E 01/10/15	13	$364.[illegible]1
W/E 01/17/15	9.25	$194.29
	131.75	2546.65

MEETING CANCELLED

Gaming Division Overtime Report OCTOBER, NOVEMBER & DECEMBER 2014 AND JANUARY 2015

MEETING CANCELLED

October 2014 – January 2015
OVERTIME COMPARISON FY10 vs. FY15



Customer Service
Administration
C.S. Administration
Casino Shift Managers
Exec. Host/Hostess
F&B
Valet

Gaming Operation
Bingo
Slots
Tables Games/Poker

Gaming Support
Accounting
Project Managers
Shuttle
Compliance
Custodial
ESD
Compliance
Maintenance
Marketing
MIS-Security-Surveillance

January	2015	2014	2013	2012	2011	2010
Gaming Support	112	89	419	869	475	522
Gaming Operations	89	20	80	228	157	162
Customer Service	0	3	79	89	12	16

MEETING CANCELLED

Gaming Division Overtime Exceptions:

- New Installation of Bingo System (Oct/Nov)
- Training of New Bingo System (Oct/Nov)
- Minimum Staffing Levels - Short Staffed
- Call-ins
- Medical Leave Of Absence(s)
- Approved Vacation/Personal Time Requests
- Regulatory – Impressed count bank
- Regulatory - Over/Short: SOP Employee required to stay until issue resolved
- Coverage for Funeral Time
- Regulatory Paper Room coverage
- Regulatory testing
- Holiday Coverage

Overtime Summary of Alternatives:

- Revised Departmental Shifts to Accommodate Customers
  - 8 hour shifts changed to 10 hour shifts
  - Reduced coverage on floor
- Employees assumed additional duties and responsibilities
- Managers & Supervisors assumed frontline duties and responsibilities

MEETING CANCELLED

Gaming Division Staffing Activity 10/01/2014 to 01/31/2015

October 2014	November 2014
4 Full-Time Regular	2 Full-Time Regular
9 Full-Time Emergency Temp	30 Full-Time Emergency Temp
4 Part-Time Emergency Temp	3 Part-Time Emergency Temp
4 Full-Time Reassignments	1 Half-Time Emergency Temp
	2 Full-Time Reassignments
December 2014	**January 2015**
18 Full-Time Emergency Temp	7 Full-Time Emergency Temp
2 Part-Time Emergency Temp	1 Part-time Regular
6 Full-Time Emergency Temp	2 Part-Time Emergency Temp
	1 Half-Time Emergency Temp

Gaming Division Accumulative Staffing Activity
Totals for 10/01/2014 to 01/31/2015

	FT REG	FT ET	PT REG	PT ET	HT ET	FT Interim REASSIGNMENTS	Staffing Activity
OCT	4	9		4		4	21
NOV	2	30		3	1	2	38
DEC	0	18		2		6	26
JAN	0	7	1	[illegible]	1	[illegible]	11
Total	6	64	1	11	2	12	96

Staffing Levels Year to Date				
	2014	2015	YTD Variance	
Oct	1347	1321	-26	
Nov	1342	1321	-21	
Dec	1340	1318	-22	
Jan	1338	1303	-35	

Staffing Levels 1st Quarter			
	2014	2015	1ST QTR Variance
Oct	1321		
Nov	1321		
Dec	1318		-3
Jan		1303	-15

***The Gaming Division staffing levels reflected a decline in 18 associates from October 2014 through January 2015**

Gaming Division Staffing Activity
October 2009 – January 2015

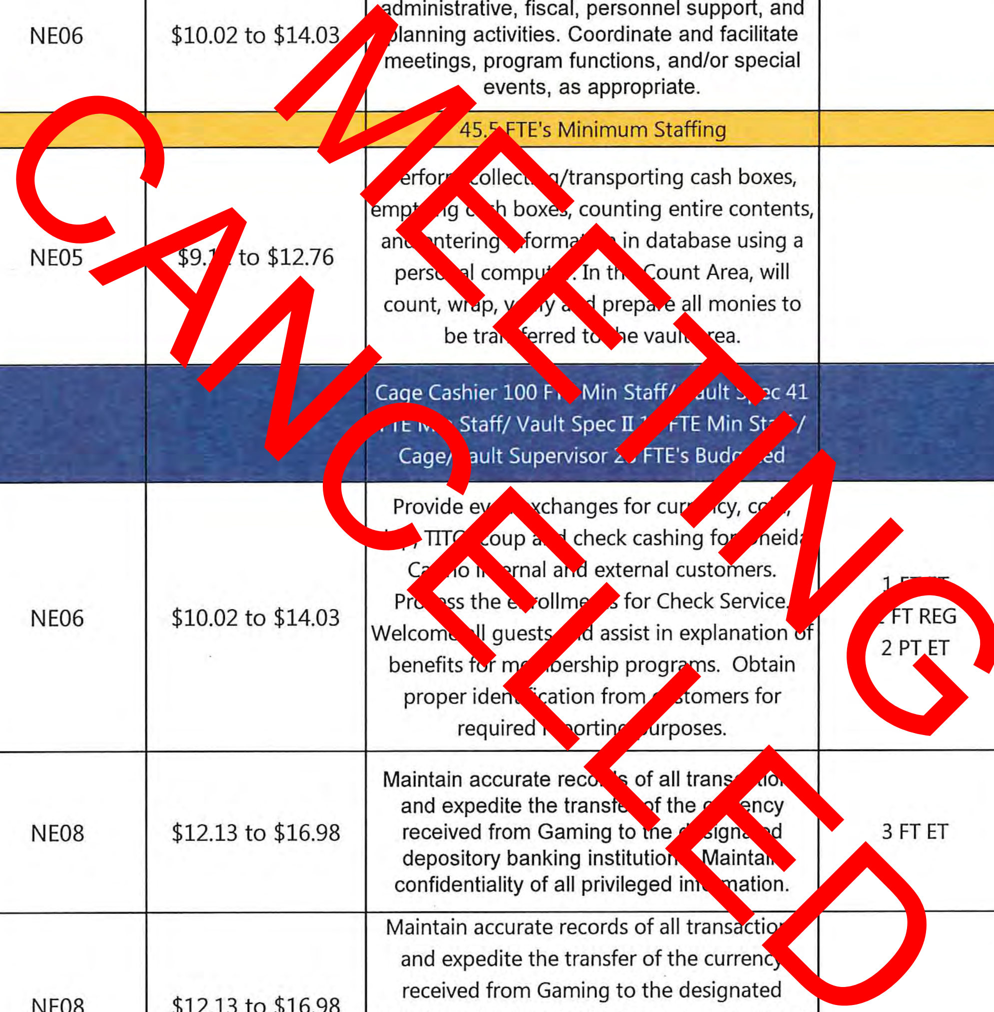
MEETING CANCELLED

MONTH	2009	2010	2011	2012	2013	2014	2015
OCT	1,478	1,439	1,439	1,402	1,382	1,347	1,32[illegible]
NOV	1,466	1,441	1,441	1,401	1,39[illegible]	1,[illegible]42	1,321
DEC	1,456	1,441	1,440	1,385	1,398	1,3[illegible]0	1,318
JAN	1,556	1,447	1,397	1,374	1,397	1,338	1,3[illegible]3
FEB	1,545	1,445	1,401	1,379	1,392	1,344	
MAR	1,545	1,447	1,425	1,379	1,395	1,340	
APR	1,528	1,450	1,451	1,378	1,395	1,346	
MAY	1,525	1,438	1,445	1,379	1,390	1,334	
JUN	1,510	1,441	1,391	1,391	1,386	1,337	
JUL	1,522	1,427	1,392	1,382	1,375	1,347	
AUG	1,512	1,424	1,388	1,383	1,371	1,334	
SEP	1,495	1,424	1,402	1,386	1,368	1,329	

Department	Count
Accounting	273
Administration	18
[illegible]ingo/OTB	44
Co[illegible]pliance	5
Cust[illegible]ial	118
C[illegible]t. Se[illegible]ice	130
[illegible]SD	28
S[illegible]curity	179
MIS	15
Mainte[illegible]nce	32
Marketing	51
S[illegible]ots	173
Sur[illegible]eillance	37
[illegible]abl[illegible] Games	200
[illegible]otal	1,[illegible]03

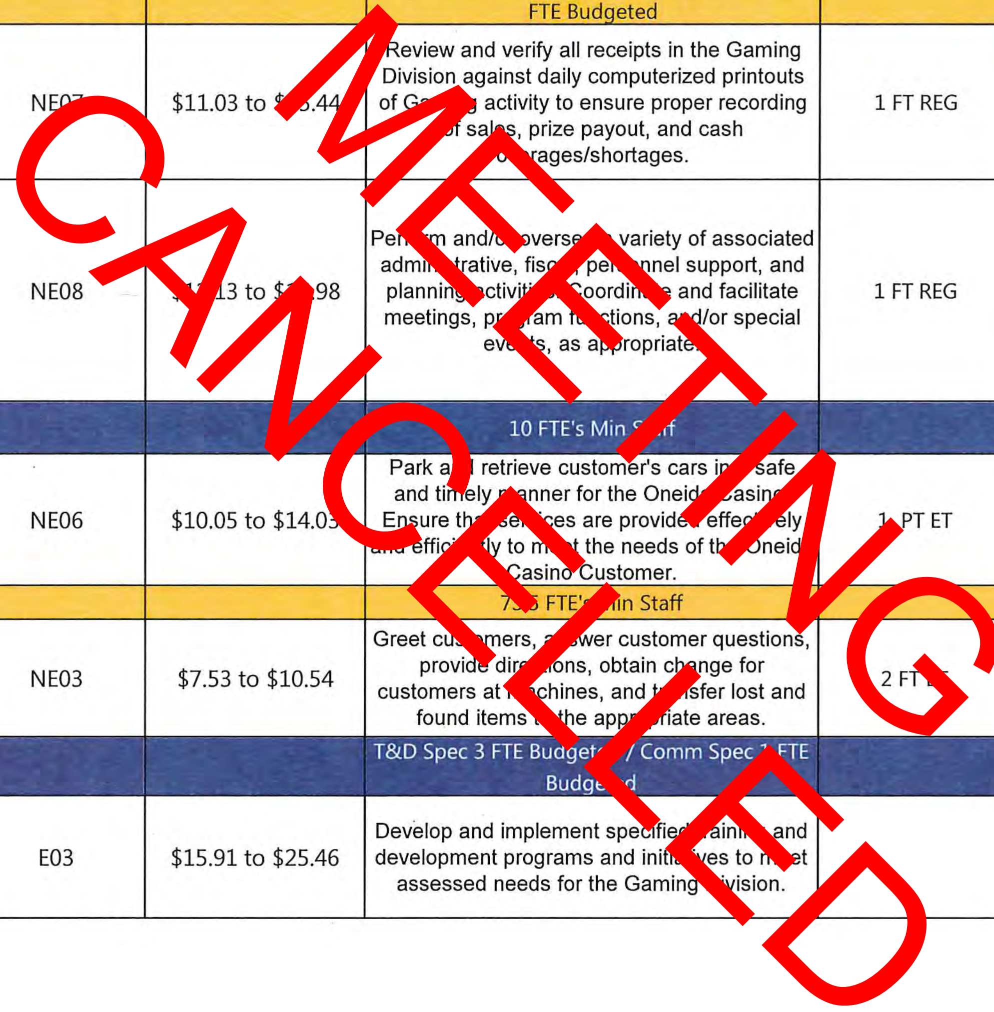
A2:A3

Gaming Division Staffing Transactions 10/1/14 to 1/31/15



Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
Administration				6 FTE's Minimum staffing					
Admin Asst I – Reception - POOL POSTED	1829	NE06	$10.02 to $14.03	Perform and/or oversee a variety of associated administrative, fiscal, personnel support, and planning activities. Coordinate and facilitate meetings, program functions, and/or special events, as appropriate.			1 FT ET		0
Drop Count				45.5 FTE's Minimum Staffing					
Drop Count - POOL POSTED	249	NE05	$9.1[illegible] to $12.76	Perform collecting/transporting cash boxes, emptying cash boxes, counting entire contents, and entering information in database using a personal computer. In the Count Area, will count, wrap, verify and prepare all monies to be transferred to the vault area.		1 FT REG 4 HT ET		3 HT ET	-0.88
Cage Vault				Cage Cashier 100 FTE Min Staff/ Vault Spec 41 FTE Min Staff/ Vault Spec II 1 FTE Min Staff/ Cage/Vault Supervisor 20 FTE's Budgeted					
Cage Cashier - POOL	81	NE06	$10.02 to $14.03	Provide even exchanges for currency, coin, TITO coupon and check cashing for Oneida Casino internal and external customers. Process the enrollments for Check Service. Welcome all guests and assist in explanation of benefits for membership programs. Obtain proper identification from customers for required reporting purposes.	1 FT ET 1 FT REG 2 PT ET	1 FT REG	3 FT ET	1 FT ET 1 PT ET	-1.42
Specialist - Vault - POOL	482	NE08	$12.13 to $16.98	Maintain accurate records of all transactions and expedite the transfer of the currency received from Gaming to the designated depository banking institutions. Maintain confidentiality of all privileged information.	3 FT ET	1 FT ET	2 FT ET	2 FT ET	-4.92
Specialist - Vault II	1594	NE08	$12.13 to $16.98	Maintain accurate records of all transactions and expedite the transfer of the currency received from Gaming to the designated depository banking institutions. A valid driver's license, reliable transportation and insurance are required.			1 FT ET		-1.19

A2:A3



Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
Super - Cage Vault	06006/00053	NE10	$14.68 to $20.55	Supervise Cage/Vault activities of the department by performing, training, supervising the Cashiers.			4 FT INTERIM EXTENDED		-0.75
Finance				Acctg Asst 14 FTE Min Staff/ Admin Asst III 3 FTE Budgeted					
Assistant - Accounting	4	NE07	$11.03 to $[illegible]5.44	Review and verify all receipts in the Gaming Division against daily computerized printouts of Gaming activity to ensure proper recording of sales, prize payout, and cash overages/shortages.	1 FT REG	1 FT ET			0
Admin Asst III - Accounting Operations Director / Drop Count	1991A	NE08	$1[illegible].13 to $1[illegible].98	Perform and/or oversee a variety of associated administrative, fiscal, personnel support, and planning activities. Coordinate and facilitate meetings, program functions, and/or special events, as appropriate.	1 FT REG				-0.75
Valet				10 FTE's Min Staff					
Valet - POOL	479	NE06	$10.05 to $14.03	Park and retrieve customer's cars in a safe and timely manner for the Oneida Casino. Ensure that services are provided effectively and efficiently to meet the needs of the Oneida Casino Customer.	1 PT ET	1 PT ET	1 PT ET		0
Food & Beverage				7.5 FTE's Min Staff					
Server - POOL POSTED	1830/6034	NE03	$7.53 to $10.54	Greet customers, answer customer questions, provide directions, obtain change for customers at machines, and transfer lost and found items to the appropriate areas.	2 FT ET	4 FT ET 2 PT ET		2 FT ET 1 PT REG	0
Employee Services				T&D Spec 3 FTE Budgeted / Comm Spec 1 FTE Budgeted					
Specialist - Training & Development	918	E03	$15.91 to $25.46	Develop and implement specified training and development programs and initiatives to meet assessed needs for the Gaming Division.		1 FT ET			-7.94

A2:A3

Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
Specialist - Communications	2161	E03	$15.91 to $25.46	Develop an employee communication strategy and implement methods and processes to effectively distribute and communicate information to all levels of Gaming employees. Oversee various Gaming communication initiatives and continuous improvement efforts that align with Gaming's Vision, Mission, and Values. This position is responsible for the coordination and facilitation of employee events within the Gaming Division.	1 FT REASSIGNMENT				1.68
Maintenance				Carpenter 2 FTE Budgeted / Groundskeeper I 6 FTE's Min Staff / Groundskeeper II 7 FTE's Min Staff					
Carpenter	163	NE11	$16.14 to 22[illegible]0	Responsible for the overall carpentry and maintenance of all Gaming buildings. Perform skilled tasks and complete work orders in accordance with standard practices of the construction and carpentry trades and codes. Complete inspections of various areas and perform preventive maintenance as needed. Ensure that services are provided effectively and efficiently to the Oneida Casino.		1 FT ET			4.30
Groundskeeper I POOL	629	NE05	$9.11 to $12.76	Performs grounds keeping and recycling duties for the upkeep of the Gaming Division as well as assist with building repairs, pick up/delivery of equipment/supplies, and moving office furniture. Ensure that services are provided effectively and efficiently for the Gaming Division.		1 FT ET			-0.44
Groundskeeper II POOL	119	NE06	$10.02 to $14.03	Performs grounds keeping and recycling duties for the upkeep of the Gaming Division as well as assist with building repairs, pick up/delivery of equipment/supplies, and moving office furniture. Ensure that services are provided effectively and efficiently for the Gaming Division. *Tribal Vehicle Clearance required*			1 FT ET		-0.44
Custodial				106 FTE's Min Staff					

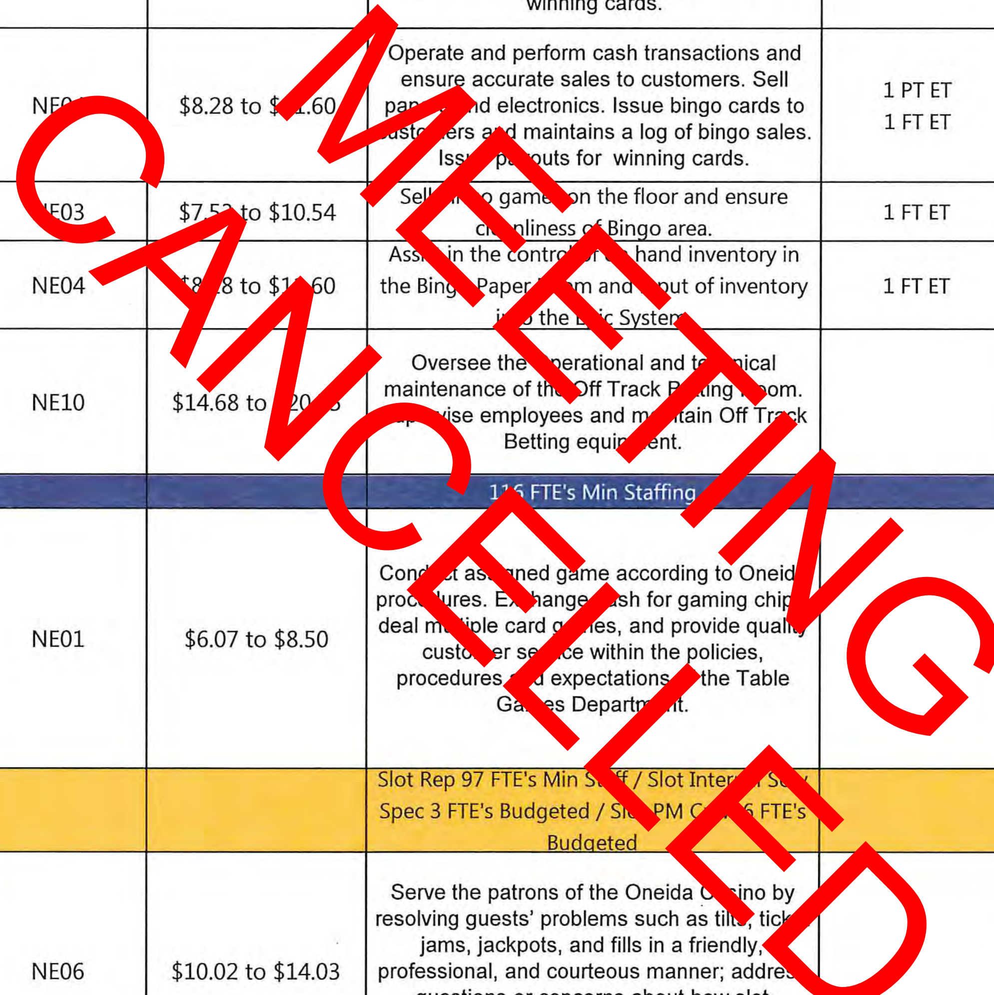
MEETING CANCELLED

A2:A3

Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
Custodian - POOL POSTED	156	NE04	$8.28 to $11.60	Maintain all Gaming Division facilities in an exceptional manner. Perform basic and routine custodial duties for the upkeep of the Gaming Division.			1 FT ET		0
Marketing				1 FTE Budgeted					
Coordinator - Direct Marketing	2063	E03	$15.91 to $25.46	Accomplish the Casino Promotions department objectives by coordinating, tracking and maintaining all functions related to Direct marketing/Casino Management System database operations including assisting in creating direct marketing efforts, implementing and managing projects and contracting vendors.	1 FT REASSIGNMENT				1.17
Casino Promotions				Players Club Rep 41.5 FTE's Min Staff / Players Club Supervisor 5 Budgeted					
Rep - Players Club POOL	2387	NE07	$11.03 to $15.4[illegible]	Provide guest services for Oneida Casino customers to include: Players Club Member, Tour bus, special event ticket, gift certificates sales to all Oneida Casino guest. Provide membership services including answering customer questions and explaining benefits of Player Club membership.	1 FT REASSIGNMENT				0
Players Club Supervisor	371	NE09	$13.34 to $18.68	Accomplish the Marketing Department objectives by assisting in the planning, organizing, promoting guest satisfaction and directing of all functions required to operate and maintain department activities and services. Ensure all services are provided effectively and efficiently to meet the needs of the Oneida Casino customers in accordance with federal standards.	1 FT REASSIGNMENT				0
Bingo				Bingo Caller 5 FTE's Min Staff / Bingo Cashier 16 FTE's Min Staff / Bingo Worker 10 FTE's Min Staff / Paper Room Clerk 5 FTE's Min Staff / OTB Supervisor 2 FTE's Budgeted					

MEETING CANCELLED

A2:A3



Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
Caller - Bingo - POOL POSTED	70	NE04	$8.28 to $11.60	Provide excellent guest services and will work as part of a team to ensure that the guests have a pleasant experience; calls the bingo game, records numbers and verifies the winning cards.		3 FT ET			0
Cashier - Bingo – POOL	71	NE0	$8.28 to $ .60	Operate and perform cash transactions and ensure accurate sales to customers. Sell pap d electronics. Issue bingo cards to usto ers a d maintains a log of bingo sales. Iss p outs for winning cards.	1 PT ET 1 FT ET	2 FT ET			0
Worker - Bingo POOL POSTED	72	E03	$7.5 to $10.54	Sell o game on the floor and ensure c nliness of Bingo area.	1 FT ET	2 FT ET	1 PT ET 1 FT ET	1 PT ET	
Clerk - Paper Room - POOL	1836	NE04	8 8 to $1 60	Ass in the contr hand inventory in the Bing Paper m and put of inventory i the c System	1 FT ET	1 FT ET	2 FT ET		-0.88
Off Track Betting Supervisor	1887	NE10	$14.68 to 20	Oversee the erational and t ical maintenance of th Off Track ing om. ise employees and m tain Off Track Betting equi ent.			1 FT INTERIM REASSIGNMENT		0
Table Games				1 6 FTE's Min Staffing					
Dealer- POOL POSTED	4130	NE01	$6.07 to $8.50	Cond t as ned game according to Oneid proc ures. E hange sh for gaming chip deal m iple card g es, and provide quali custo er se ce within the policies, procedures d expectations the Table Ga es Departm t.		7 FT ET	5 FT ET		0
Slots				Slot Rep 97 FTE's Min S f / Slot Inter S Spec 3 FTE's Budgeted / Sl PM C 6 FTE's Budgeted					
Representative - Slot POOL POSTED	129	NE06	$10.02 to $14.03	Serve the patrons of the Oneida C ino by resolving guests' problems such as til , tick jams, jackpots, and fills in a friendly, professional, and courteous manner; addre questions or concerns about how slot machines are played and the types of pay outs; provide accurate change as requested.		6 FT ET	1 FT ET	2 FT ET	- 2.66

A2:A3

Position Requested for Hiring	Job Code	Grade	Salary	Duties	Positions Filled				Difference
					Oct-14	Nov-14	Dec-14	Jan-15	
Slot Internal Services Specialist	3420	NE11	$16.14 to $22.60	Ensure that the Slot Department meets regulatory compliance with NIGC MICS, OGMICR, and the State Compact. Position will work in cooperation with Gaming Management, Gaming Compliance, and Internal Audit to reach a goal of 100% compliance with all regulations mentioned above. Regulate the Slot Department by e[illegible]ing and implementing regulatory controls on an on-going basis and develop Standard Operating Procedures.		1 FT INTERIM REASSIGNMENT			-4.39
PM Crew - Slots	2169	NE07	$11.[illegible] to $15.44	Inspect, maintain, and record data on all slot machines to ensure regulatory compliance. Perform preventative maintenance checks as well as assist in machine logging verification process.		1 FT INTERIM REASSIGNMENT EXTENSION	1 FT INTERIM REASSIGNMENT EXTENSION		0

Prepared by Gaming Personnel Services - Wendy Alvarez

2/10/2015

$10.35 less in overall total wages

MEETING CANCELLED

To: Oneida Business Committee

From: Chad Fuss, Assistant Gaming General Manager- Finance

CC: Louise Cornelius- Gaming General Manager

Date: February 10, 2015

Re: BC Resolution 09-24-14-A Continuing Resolution for Fiscal Year 2015

MEETING CANCELLED

BC Resolution 09-24-14-A Continuing Resolution for Fiscal Year 2015 stated that:

> "Operational Expenses. Operational expenses are not to exceed one-twelfth (1/12) of 75% of the allocation in the FY 2014 budget for October through January. Provided that, this restriction shall exclude personnel and personnel related lines, which shall continue at 100% funding and be subject to the further limitations outlined in this Resolution"

The Gaming Division created a spreadsheet for all 3[illegible] plus Business Units to utilize in order to by compliant with the resolution. The spreadsheet consisted of the reported Fiscal Year 2014 budget for each Business Unit along with the allocated amount for each month, the actual for each amount and a variance for each month. Removed from the spreadsheet were all revenue lines, cost of sales lines, personnel lines, depreciation/amortization lines, compact fee associated lines and indirect cost lines.

The remaining lines exceeded one-twelfth (1/12) of the 75% allocation in October by $188,845, November by $247,537 and December by $264,019. Most of variances have to do with expenses related directly to revenues, expenses related to revenue generation, expenses related to safety, security, cleanliness and **contractual obligations**.

Even though the Gaming Division did exceed the one-twelfth (1/12) of the 75% allocation outlined in BC Resolution 09-24-14-A Continuing Resolution for Fiscal Year 2015, revenues exceeded prior year revenues and Gaming Net Profit exceeded both Fiscal Year 2015 Budget and Fiscal Year 2014 Actual.

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
CUSTOMER SERVICE - AD													
SUPPLIES & MATERIALS	1205009-000-700001-000	31	0	31		31	50	-18	To order from Staples it is required to have $50	31	58	-27	To order from Staples it is required to have $50 or more of supplies in
NEWSP/SUBSCRIPTIONS	1205009-000-700070-000	13	31	-19	The memberships offer online a	13	31	-18	2 Employees have	13	31	-18	2 Employees have Annual SHRM
TRANSP. & PER DIEM	1205009-000-701000-000	178	0	178		178		178		178		178	
PROFESSIONAL FEES	1205009-000-702030-000	9,425	1,215	[illegible]		[illegible]	13,889	-4,464	Language Line Services payments are $50.00	9,425	1,265	8,160	
TRAINING & EDUCATION	1205009-000-705010-000	20	27	-7	to continue her education	20	62	-42	Director attends these	20	25	-5	attends these meetings to continue
PROMOTIONAL COUPONS	1205009-000-705010-000	0	27	[illegible]	Brenda attends these meetings to continue her education	0	62	-62	The Customer Service Director attends these	0	475	-475	The Customer Service Director attends these meetings to continue
CUSTOMER INCENTIVE	1205009-000-705111-000	250	0	250		[illegible]		[illegible]		250		250	
I/T - PRINTING	1205009-000-750009-000	750	0	750		750		750		750		750	
TOTAL		**10,667**	**1,301**	**9,366**	**0**	**10,667**	**[illegible]**	**[illegible]**		**10,667**	**1,854**	**8,814**	
CUSTOMER SERVICE - CA													
SUPPLIES & MATERIALS	1205009-100-700001-000	63	0	63		[illegible]		63		63		63	
TRANSP. & PER DIEM	1205009-100-701000-000	169	0	169		[illegible]		169		[illegible]		169	
TRAINING & EDUCATION	1205009-100-705010-000	194	100	94		194	100	94		194	100	94	
CUSTOMER INC - RESTAUR	1205009-100-705111-400	0	0	0		0	[illegible]	[illegible]	Comps for customer issu	0		0	
I/T - PRINTING	1205009-100-750009-000	75	0	75		75		75		75		75	
I/T REPAIRS/MAINT - VEHIC	1205009-100-753100-300	63	0	63		63		63		63		63	
VEHICLE EXP - GAS & OIL -	1205009-100-753101-000	125	42	83		125	45	80		125	35	91	
TOTAL		**688**	**142**	**546**	**0**	**688**	**192**	**495**		**688**	**134**	**554**	
CUSTOMER SERVICE - VA													
SUPPLIES & MATERIALS	1205009-200-700001-000	125	124	1		125		125		125		125	
REPAIRS/MAINT - VEHICLE	1205009-200-703100-300	94	0	94		94		94		94		94	
TIPS OVER/SHORT	1205009-200-709004-300	0	0	0		0		0		0		0	

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
I/T - PRINTING	1205009-200-750009-000	281	0	281		281		281		281		281	
TOTAL		**500**	**124**	**376**	**0**	**500**	**0**	**500**		**500**	**0**	**500**	
CUSTOMER SERVICE - FO													
SUPPLIES & MATERIALS	1205009-300-700001-000	94	89	5		94		94		94		94	
TRAVEL - AIRFARE	1205009-300-701000-100	0	0	0		[illegible]		0		0		0	
TRAVEL - LODGING	1205009-300-701000-200	0	0	0		0		0		0		0	
TRAVEL - MEALS	1205009-300-701000-300	0	0	0		0		0		0		0	
TRAVEL - TAXIS/SHUTTLES	1205009-300-701000-500	0	0	0		[illegible]		0		0		0	
MILEAGE EXPENSE	1205009-300-701001-000	63	60	3		63	97	-35	to make weekly checks,	63		63	
REPAIRS/MAINT - EQUIPME	1205009-300-703100-200	750	244	506		750	[illegible]	426		750	94	656	
UNIFORMS	1205009-300-705001-000	6		6		[illegible]		[illegible]		6		6	
TRAINING & EDUCATION	1205009-300-705010-000	43	75	-32	Continually new emplo[illegible]e Alcohol license	43		43		43		43	
PROMOTION/ITEMS	1205009-300-705100-000	53,914	74,850	-20,936	Order all beverage on floor, October had 5 weeks of	[illegible]	[illegible]	6,383		53,914	78,677	-24,764	Product is on demand, working with vendor to adjust par levels
TIPS OVER/SHORT	1205009-300-709004-300	0	0	0		[illegible]	[illegible]	1				0	
I/T - PRINTING	1205009-300-750009-000	31	0	31		31		31		31		31	
SUPPLIES & MATERIALS	1205009-303-700001-000	144	0	144		144		144		144		144	
REPAIRS/MAINT - EQUIPME	1205009-303-703100-200	188	0	188		188	609	-421	1. [illegible] Repair	188		188	
PROMOTION/ITEMS	1205009-303-705100-000	19,257	30,242	-10,985	Order all beverage on floor,	19,257	21,474	[illegible]	Prod[illegible] is on demand,	19,257	26,495	-7,237	Product is on demand, working
EQUIPMENT	1205009-304-105400-000	0	0	0		0		0		0		0	
REPAIRS/MAINT - EQUIPME	1205009-304-703100-200	78	0	78		78		78		78		78	
PROMOTION/ITEMS	1205009-304-705100-000	986	1,067	-81	Order all beverage on floor,	986	770	216		986	1,318	-332	Product is on demand, working
PROMOTION/ITEMS	1205009-305-705100-000	1,199	1,341	-142	Order all beverage on floor,	1,199	1,416	-217	Product is on demand,	1,199	1,924	-725	Product is on demand, working
TOTAL		**76,752**	**107,968**	**-31,216**	**0**	**76,752**	**72,219**	**4,533**		**75,840**	**108,414**	**-32,574**	

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
ADMINISTRATION													
SUPPLIES & MATERIALS	1205010-000-700001-000	3,938	6,072	-2,135	Copy Paper that is ordered for a	3,938	76	3,861		3,938		3,938	
DUES	1205010-000-700071-000	0		0		0	170	-170	This expense will be mov	0		0	
DISCOUNTS EARNED/LOST	1205010-000-700999-000	0		0		0		0		0		0	
TRANSP. & PER DIEM	1205010-000-701000-000	1,563	0	1,563		1,563		1,563		1,563		1,563	
TRAVEL - AIRFARE	1205010-000-701000-100	0	0	[illegible]		[illegible]		0		0		0	
TRAVEL - LODGING	1205010-000-701000-200	0	50	-50	Th[illegible] is budgeted in TRANSP. &	0		0		0		0	
TRAVEL - MEALS	1205010-000-701000-300	0	0	0		0		0		0		0	
TRAVEL - RENTAL CAR	1205010-000-701000-400	0		0		[illegible]		0		0		0	
TRAVEL - PERSONAL CAR M	1205010-000-701000-410	0		0		0		0		0		0	
TRAVEL - TOLLS/PARKING	1205010-000-701000-430	0		0		0		0		0		0	
TRAVEL - TAXIS/SHUTTLES	1205010-000-701000-500	0	0	0		[illegible]		[illegible]		0		0	
TRAVEL - REGISTRATION	1205010-000-701000-600	0		0		0	700	-700	T[illegible]s expe[illegible]was from	0		0	
MILEAGE EXPENSE	1205010-000-701001-000	36		36		36		36		36	52	-16	Reimbursed mileage per policy
OUTSIDE SERVICES	1205010-000-702010-000	45,813	34,923	10,889		[illegible]813	[illegible]5,151	-9,338	Do Not h[illegible] acces[illegible]o ve	[illegible]5,813	128,737	-82,924	Do Not have access to verify charges
OTHER CONTRACTED SERV	1205010-000-702010-000	0	0	0		0		0		[illegible]		0	
PROFESSIONAL FEES	1205010-000-702030-000	625		625		625		[illegible]		625		625	
REPAIRS/MAINT - EQUIPME	1205010-000-703100-200	0	254	-254	This should be expensed to Out	0	179	-179		0	757	-757	
MAINT-AGREEMENTS	1205010-000-703110-000	3,125		3,125		3,125		3,12[illegible]		3,125	13,411	-10,286	Quarterly payment, do not have access to this account currently
EMPLOYEE INCENTIVE	1205010-000-705000-000	0		0		0		0		0		0	
EMPLOYEE INCENTIVE-PIC	1205010-000-705000-001	0		0		0		0		0		0	
UNIFORMS	1205010-000-705001-000	31	32	0		31		31		31		31	
TRAINING & EDUCATION	1205010-000-705010-000	0		0		0		0		0		0	
EMPLOYEE DISCOUNTS	1205010-000-705020-000	15,000	14,894	106		15,000	19,190	-4,190	Budget if based on	15,000	20,002	-5,002	Budget if based on historical

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
PROMOTION/ITEMS	1205010-000-705100-000	1,950	185	1,765		1,950		1,950		1,950	4,264	-2,314	Expense for adjustement in inventory for Community Relations Items
PROMOTIONAL COUPONS	1205010-000-705101-100	0	0	0		0		0		0		0	
SPECIAL EVENTS	1205010-000-705105-000	1,750		1,750		1,750		1,750		1,750		1,750	
SPONSORSHIPS	1205010-000-705110-100	313		313		313		313		313		313	
ADVERTISING/BC REQUEST	1205010-000-705110-200	0		0		[illegible]		0		0		0	
CUSTOMER INCENTIVE	1205010-000-705111-000	0	635	-635	Ad[illegible]inistration portion of Radi	0		0		0		0	
CUSTOMER INCENTIVE-RA	1205010-000-705111-100	1,250		[illegible]		[illegible]	234	1,016		1,250	786	464	
CUSTOMER INC - RESTAUR	1205010-000-705111-400	0		0		[illegible]		0		0		0	
RENT EXPENSE	1205010-000-705201-000	29,723	21,943	7,780		29,723	83,615	[illegible]	Two months of Rent at	29,723	52,779	-23,056	Mainly Rent at Radisson. Oneida
RENTAL USAGE	1205010-000-705202-000	6,589	4,829	1,760		6,589		6,589		6,589	8,836	-2,248	Do not have access to this account currently
HEAT & LIGHTS	1205010-000-705211-000	87,500	89,527	-2,027	Based on Usage	[illegible]	97,207	[illegible]	Bas[illegible] on the facility bein	87,500	26,769	60,731	
WATER & SEWER	1205010-000-705212-000	8,125	-9,799	17,924		8,125	[illegible]	6,727		8,125	26,825	-18,700	Typically a quarterly charge
TELEPHONE	1205010-000-705213-000	8,125	-4,417	12,542		[illegible]	[illegible]	267		8,125	5,008	3,117	
BUSINESS EXPENSE	1205010-000-705300-000	250	325	-75	Send Flowers for Deaths of em	[illegible]		250		[illegible]	348	-98	Flowers for deaths of employee and family members
CREDIT CARD CHARGES	1205010-000-705402-000	3,438	5,569	-2,131	Based on the ability of custome	3,438	[illegible]	[illegible]	Based on custom[illegible] usage	3,438	4,920	-1,482	Based on customer usage
INSURANCE	1205010-000-705500-000	21,548	19,700	1,849		21,548	[illegible]	[illegible]		21,548	19,700	1,849	
MISCELLANEOUS	1205010-000-705900-000	0		0		0		0		0		0	
CASH/OVER SHORT	1205010-000-709004-000	0		0		0	665	[illegible]	This i[illegible]e Over/U[illegible]der	0	-327	327	
CLAIM SETTLEMENT	1205010-000-709800-000	1,563	649	914		1,563		1,563		1,563	1,984	-422	Backpay
I/T SUPPLIES & MATERIALS	1205010-000-750001-000	0		0		0		0		0		0	
I/T - PRINTING	1205010-000-750009-000	250		250		250		250		250		250	
I/T REPAIRS/MAINT - VEHIC	1205010-000-753100-300	125	14	111		125		125		125		125	
VEHICLE EXP - GAS & OIL -	1205010-000-753101-000	81	102	-21	Mail has been making more de	81	62	19		81	49	32	
I/T SPECIAL EVENTS	1205010-000-755105-000	0		0		0		0		0		0	

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
I/T RENT EXPENSE	1205010-000-755201-000	7,031	9,375	-2,344	We are bound by contract for r	7,031	9,375	-2,344	Airview, IMAC, Main C	7,031	9,375	-2,344	Airview, IMAC, Main Casino lease contracts with Land Management
I/T RENT EXPENSE	1205010-303-755201-000	7,206		7,206		7,206	9,608	-2,402	West Mason lease contra	7,206	9,608	-2,402	West Mason lease contracts with Land Management
TOTAL		**256,946**	**194,861**	**62,085**	**0**	**256,946**	**309,372**	**-52,426**		**16,256**	**21,016**	**-4,760**	
ACCOUNTING FINANCE													
SUPPLIES & MATERIALS	1205011-000-700001-000	438	240	198		[illegible]		438		438	2,883	-2,445	Needed to purchase 1099 Pro in order to submit tax information
TRANSP. & PER DIEM	1205011-000-701000-000	184		184		[illegible]		184		184		184	
MILEAGE EXPENSE	1205011-000-701001-000	147	130	17		147	76	71		147	209	-62	Reimbursed mileage per policy
PROFESSIONAL FEES	1205011-000-702030-000	313		313		313		313		313		313	
UNIFORMS	1205011-000-705001-000	0		0						0		0	
CONTRA - MIS	1205011-000-709509-000	145,191	210,774	-65,583	This is made up of prim[illegible]y sala	145,191	176,219	-31,028	This is [illegible]ed in the rep	145,191	185,881	-40,690	This is detailed in the report that MIS submits
I/T SUPPLIES & MATERIALS	1205011-000-750001-000	0		0		[illegible]		0		0		0	
I/T - PRINTING	1205011-000-750009-000	188		188		[illegible]		188		[illegible]	1,042	-855	Yearly ordering of forms.
TOTAL		**146,459**	**211,144**	**-64,685**	**0**	**146,459**	**[illegible]**	**-29,835**		**[illegible]**	**190,014**	**-43,555**	
ACCOUNTING - HARD/SOF													
SUPPLIES & MATERIALS	1205011-200-700001-000	1,188	382	806		1,188		[illegible]		1,188	1,299	-111	Labels for drop boxes to ensure the are attributed to the correct machine when dropped.
MILEAGE EXPENSE	1205011-200-701001-000	156	30	126		156	11	145		156	55	101	
OUTSIDE SERVICES	1205011-200-702010-000	34	0	34		34		34		34		34	
REPAIRS/MAINT - EQUIPME	1205011-200-703100-200	313	0	313		313		313		313		313	
MAINT-AGREEMENTS	1205011-200-703110-000	10,582	13,377	-2,795	25 mo. contract signed prior to	10,582	13,377	-2,795	25 mo. contract signed pi	10,582	13,377	-2,795	25 mo. contract signed prior to Resolution 09-24-14-A
UNIFORMS	1205011-200-705001-000	63	25	38		63	75	-13	ET's must purchase	63		63	
TRAINING & EDUCATION	1205011-200-705010-000	38	0	38		38		38		38		38	

MEETING CANCELLED

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
I/T SUPPLIES & MATERIALS	1205011-200-750001-000	75	0	75		75		75		75		75	
I/T - PRINTING	1205011-200-750009-000	44	0	44		44	41	3		44		44	
TOTAL		**12,491**	**13,814**	**-1,323**	**0**	**12,491**	**13,504**	**-1,013**		**12,491**	**14,731**	**-2,240**	
ACCOUNTING - CAGE/VAU													
CASH/OVER SHORT	1205011-300-709004-000	0		[illegible]		[illegible]	41	-41	There are procedures in		-741	741	
CASH/OVER SHORT	1205011-301-709004-000	0		0		[illegible]	[illegible]	-41	There are procedures in		-5,181	5,181	
CASH/OVER SHORT	1205011-303-709004-000	0		0		0	41	-41	There are procedures in		668	-668	There are procedures in place as to
CASH/OVER SHORT	1205011-304-709004-000	0		0		0	[illegible]	[illegible]	There are procedures in		1	-1	There are procedures in place as to
CASH/OVER SHORT	1205011-305-709004-000	0		0		0	1	-1	[illegible]here are procedures in		149	-149	There are procedures in place as to
SUPPLIES & MATERIALS	1205011-310-700001-000	3,750	3,439	311		3,750	6,72[illegible]	-2,9[illegible]	$2,4[illegible] due to invoice	3,750	2,453	1,297	
MILEAGE EXPENSE	1205011-310-701001-000	188	184	4		18[illegible]	157	30		188	370	-183	Reimbursed mileage per policy
REPAIRS/MAINT - EQUIPME	1205011-310-703100-200	773	0	773		773		773		773		773	
MAINT-AGREEMENTS	1205011-310-703110-000	16,089	21,916	-5,827	25 mo. contract signed prior to	1[illegible]89	21,91[illegible]	-5,827	25 mo. co[illegible] signed	16,089	21,916	-5,827	25 mo. contract signed prior to Resolution 09-24-14-A
TRAINING & EDUCATION	1205011-310-705010-000	94	0	94		94		94		[illegible]		94	
BUSINESS EXPENSE	1205011-310-705300-000									0	6	-6	Reimbursement
MISCELLANEOUS	1205011-310-705900-000	94	11	83		94	12[illegible]	-28	Mutilated/Counterfeit cu	94	52	41	
CASH/OVER SHORT	1205011-310-709004-000	0		0		0		0		0		0	
CLAIM SETTLEMENT	1205011-310-709800-000	0		0		0		0		0		0	
I/T SUPPLIES & MATERIALS	1205011-310-750001-000	0		0		0		0		0		0	
I/T - PRINTING	1205011-310-750009-000	1,563	1,331	232		1,563	2,165	-602	Didn't [illegible] the order to	1,563	1,500	63	
I/T REPAIRS/MAINT - VEHIC	1205011-310-753100-300	156	35	121		156	72	84		156	22	134	
VEHICLE EXP - GAS & OIL -	1205011-310-753101-000	719	662	57		719	604	115		719	593	126	
I/T TRAINING & EDUCATIO	1205011-310-755010-000			0		0		0		0		0	
CASH/OVER SHORT	1205011-321-709004-000	0		0		0	10,801	-10,801	There are procedures in		-5,399	5,399	
TOTAL		**23,424**	**27,578**	**-4,154**	**0**	**23,424**	**42,694**	**-19,270**		**18,714**	**18,690**	**24**	

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
ACCOUNTING - MIS DEPR													
REPAIRS/MAINT - EQUIPME	1205011-400-703100-200	938	19,819	-18,881	This expense will be moved to	938	-19,819	20,756		938		938	
TOTAL		**938**	**19,819**	**-18,881**		**26,799**	**36,517**	**-9,718**		**22,089**	**15,405**	**6,684**	
ACCOUNTING - SHIPPING													
SUPPLIES & MATERIALS	1205011-500-700001-000	306	0	306		3[illegible]		306		306		306	
TRANSP. & PER DIEM	1205011-500-701000-000	19	0	19		19		19		19		19	
OUTSIDE SERVICES	1205011-500-702010-000	813	0	813		813		8[illegible]3		813		813	
REPAIRS/MAINT - EQUIPME	1205011-500-703100-200	31	0	31		31	119	-88	Forklift battery repair - w	31	96	-64	Needed service on Forklift
INSURANCE	1205011-500-705500-000	75		75		75	182	-1[illegible]	Submitted by Risk Mana	75	182	-107	Submitted by Risk Management to Oneida Casino
I/T REPAIRS/MAINT - VEHIC	1205011-500-753100-300	31	0	31		31	153	-122		31		31	
VEHICLE EXP - GAS & OIL -	1205011-500-753101-000	156	158	-1	Filled up delivery van twice du	156	[illegible]3	3		156	63	93	
TOTAL		**1,431**	**158**	**1,274**	**0**	**[illegible]431**	**608**	**824**		**1,431**	**341**	**1,090**	
COMPLIANCE													
SUPPLIES & MATERIALS	1205012-000-700001-000	9	0	9		9		9		9		9	
DUES	1205012-000-700071-000	9	13	-4	IIA Membership, resource for	9	170	-161	II[illegible] membership dues	9		9	
TRANSP. & PER DIEM	1205012-000-701000-000	116	0	116		116		116		116		116	
MILEAGE EXPENSE	1205012-000-701001-000	6	0	6		6		6		6		6	
TRAINING & EDUCATION	1205012-000-705010-000	0	0	0		0		0		0		0	
CONTRA - INTERNAL AUDI	1205012-000-709509-000	15,025	18,714	-3,689	We do not control this account	15,025	29,268	-14,243	This is detailed in the rep	15,025	9,154	5,871	
CONTRA - BACKGROUND II	1205012-000-709509-100	32,709	40,846	-8,137	We do not control this account	32,709	50,814	-18,105	This is detailed in the rep	32,709	39,753	-7,043	This is detailed in the report that Backgrounds submits
CONTRA - SURVEILLANCE	1205012-000-709509-200	158,742	173,196	-14,454	We do not control this account	158,742	267,612	-108,870	This is detailed in the rep	158,742	180,913	-22,171	This is detailed in the report that Surveillance submits
TOTAL		**206,617**	**232,769**	**-26,152**	**0**	**206,617**	**347,864**	**-141,247**		**206,617**	**229,819**	**-23,202**	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
CUSTOMER RELATIONS -													
SUPPLIES & MATERIALS	1205013-200-700001-000	94	0	94		94		94		94		94	
TRANSP. & PER DIEM	1205013-200-701000-000	156	0	156		156		156		156		156	
REPAIRS/MAINT - EQUIPME	1205013-200-703100-200	281	164	117		[illegible]		281		281	720	-439	Refill foam for Hydroclean equipment
REPAIRS/MAINT - VEHICLE	1205013-200-703100-300	2,500	500	2,000		[illegible]		2,500		2,500	602	1,898	
VEH. EXP-GAS & OIL	1205013-200-703101-000	5,478	3,348	[illegible]		[illegible]	443	5,035		5,478	6,005	-527	
UNIFORMS	1205013-200-705001-000	19	0	19		[illegible]	[illegible]	-31	Due to the garage area	19		19	
TRAINING & EDUCATION	1205013-200-705010-000	68	0	68		68		68		68		68	
INSURANCE	1205013-200-705500-000	890	1,103	-213	Based on Risk M[illegible]ent	890	[illegible]	-213	Sub[illegible]tted by Risk Mana	890	1,103	-213	Submitted by Risk Management to Oneida Casino
I/T - PRINTING	1205013-200-750009-000	6	0	6		6		6		6		6	
I/T REPAIRS/MAINT - VEHIC	1205013-200-753100-300	2,500	3,765	-1,265	Repairs are necessary to [illegible]eep u	2,500	1,607	893		2,500	2,291	209	
VEHICLE EXP - GAS & OIL -	1205013-200-753101-000	1,688	3,415	-1,728	Using regular gas units more du	[illegible]	[illegible]	-1,149	D[illegible]e to do[illegible] tim	1,688	2,274	-587	Due to down time (repairs) of
I/T TRAINING/EDUCATION	1205013-200-755010-000	6	0	6		[illegible]		6		6		6	
TOTAL		**13,685**	**12,295**	**1,390**	**0**	**13,685**	**[illegible]**	**7,645**		**[illegible]**	**12,995**	**690**	
MARKETING													
SUPPLIES & MATERIALS	1205014-000-700001-000	563	-1,178	1,741		563	87	[illegible]		563	125	438	
NEWSP/SUBSCRIPTIONS	1205014-000-700070-000	456	0	456		456		456		456		456	
DUES	1205014-000-700071-000	140	0	140		140		140		140		140	
TRANSP. & PER DIEM	1205014-000-701000-000	387	0	387		387		387		387		387	
MILEAGE EXPENSE	1205014-000-701001-000	50	30	20		50	27	23		50	11	39	
OUTSIDE SERVICES	1205014-000-702010-000	7,094	495	6,599		7,094	160	6,934		7,094	533	6,561	
PROFESSIONAL FEES	1205014-000-702030-000	16,125	0	16,125		16,125		16,125		16,125		16,125	
REPAIRS/MAINT - EQUIPME	1205014-000-703100-200	263	0	263		263	31	231		263		263	

MEETING CANCELED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
TRAINING & EDUCATION	1205014-000-705010-000	56	0	56		56		56		56		56	
PROMOTION/ITEMS	1205014-000-705100-000	0	8,225	-8,225		0		0		0		0	
ENTERTAINMENT-PROMOT	1205014-000-705100-003	31,250	0	31,250		31,250	4,400	26,850		31,250	16,550	14,700	
PROMOTIONAL COUPONS	1205014-000-705101-100	0	37,500	-37,500	Advertising Actual Spend – $212,452	0		0		0		0	
ADVERTISING	1205014-000-705110-000	130,206	0	130,206		130,206		130,206		130,206		130,206	
BROADCAST MEDIA	1205014-000-705110-102	0	0	[illegible]		[illegible]	54,485	-54,485	Was budgeted under "Ad	0		0	
BROADCAST PRODUCTION	1205014-000-705110-103	0	50	-50		0	[illegible]5,814	-25,814	Was budgeted under "Ad	0		0	
COPYWRITING	1205014-000-705110-104	0	3,305	[illegible]	Budgeted in Advertising, does	0	590	-590	Was budgeted under "Ad	0	100	-100	Was budgeted under "Advertising"
INTERACTIVE MARKETING	1205014-000-705110-105	0	1,330	-1,330	Budgeted in Advertising, does	[illegible]	[illegible]	[illegible]	Was budgeted under "Ad	0	165	-165	Was budgeted under "Advertising"
MEDIA PLANNING	1205014-000-705110-106	0	15,699	-15,699	Budgeted in Advertising, does	0	1,938	[illegible]	Was budgeted under "Ad	0	2,660	-2,660	Was budgeted under "Advertising"
OUTDOOR/STATIC & DIGIT/	1205014-000-705110-107	0	128,625	-128,625	Budgeted in Advertising, does	0	[illegible]	-7,685	Was budgeted under "Ad	0	12,375	-12,375	Was budgeted under "Advertising"
OUTDOOR/OFF-PROPERTY	1205014-000-705110-108	0	0	0		0	41,125	[illegible]	Was budgeted under "Ad	0	41,125	-41,125	Was budgeted under "Advertising" revenue generation
PHOTOGRAPHY/VIDEO	1205014-000-705110-109	0	25,128	-25,128	Budgeted in Advertising, [illegible]	0		0		0		0	
PRINT	1205014-000-705110-110	0	1,816	-1,816	Budgeted in Advertising, does	0		0		0	4,800	-4,800	Was budgeted under "Advertising"
SIGNAGE-SUPPLIES	1205014-000-705110-111	0	0	0		0	[illegible]	684				0	
AGENCY ACCOUNT SERVIC	1205014-000-705110-112	0	0	0		0	169	[illegible]	Was budgeted under "Ad	0		0	
CUSTOMER INCENTIVE-RA	1205014-000-705111-100	5,375	689	4,686		5,375	[illegible]	4,829		5,375	710	4,665	
CUSTOMER INCENTIVE-RE	1205014-000-705111-400									0	5,117	-5,117	Was budgeted under "Customer Incentive Radisson" revenue generation
LICENSE, CERT, FEES	1205014-000-705401-000	575	2,628	-2,053	IT Printing was not trended	575	678	-103	Music licensing fee fo	575	4,464	-3,889	Music licensing fee for live
I/T - PRINTING	1205014-000-750009-000	11,191	0	11,191		11,191	2,625	8,566		11,191	17,195	-6,004	Increased Direct Mail outs per strategy
I/T ADVERTISING EXPENSE	1205014-000-755110-000	13	0	13		13		13		13		13	
TOTAL		**203,743**	**224,342**	**-20,599**	**0**	**203,743**	**142,964**	**60,779**		**147,360**	**88,712**	**58,648**	
SECURITY													

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
SUPPLIES & MATERIALS	1205015-000-700001-000	938	315	623		938	238	700		938	288	649	
NEWSP/SUBSCRIPTIONS	1205015-000-700070-000	56	0	56		56		56		56		56	
TRANSP. & PER DIEM	1205015-000-701000-000	144	0	144		144		144		144		144	
MILEAGE EXPENSE	1205015-000-701001-000	19	0	19		19		19		19		19	
OUTSIDE SERVICES	1205015-000-702010-000	116	0	116		116		116		116		116	
REPAIRS/MAINT - EQUIPME	1205015-000-703100-200	500	40	[illegible]		[illegible]		500		500	166	334	
REPAIRS/MAINT - VEHICLE	1205015-000-703100-300	63	0	63		63		63		63		63	
UNIFORMS	1205015-000-705001-000	13	0	13		13	50	-38	Reimbursed employee $5	13		13	
TRAINING & EDUCATION	1205015-000-705010-000	763	0	763		[illegible]		763		763		763	
INSURANCE	1205015-000-705500-000	259	521	-262	Based [illegible] Ri[illegible] Ma[illegible]gement	259	521	-262	[illegible]ubmitted by Risk Mana	259	521	-262	Submitted by Risk Management to Oneida Casino
I/T - PRINTING	1205015-000-750009-000	250	0	250		250		25[illegible]		250		250	
I/T REPAIRS/MAINT - VEHIC	1205015-000-753100-300	469	408	61		46[illegible]	120	[illegible]349		469	26	443	
VEHICLE EXP - GAS & OIL -	1205015-000-753101-000	1,000	791	209		1,000	674	326		1,000	543	457	
TOTAL		**4,587**	**2,075**	**2,512**	**0**	**4,[illegible]**	**1,6[illegible]**	**2,985**		**4,587**	**1,544**	**3,043**	
EMPLOYEE SERVICES - A[illegible]													
SUPPLIES & MATERIALS	1205016-000-700001-000	375	149	226		375		[illegible]		375		375	
NEWSP/SUBSCRIPTIONS	1205016-000-700070-000	50	72	-22	Pre-Paid; Being Expensed -	50	72	-22	Pre[illegible] Being	50	242	-192	Pre-Paid; Being Expensed -
TRANSP. & PER DIEM	1205016-000-701000-000	234	0	234		234		[illegible]		234		234	
MILEAGE EXPENSE	1205016-000-701001-000	22	0	22		22		22		22		22	
OUTSIDE SERVICES	1205016-000-702010-000	26	0	26		26		26		26		26	
EMPLOYEE INCENTIVE	1205016-000-705000-000	0	0	0		0	100	-100	For safety [illegible]	0	100	-100	For safety reasons employees are
TRAINING & EDUCATION	1205016-000-705010-000	69	0	69		69	93	-24	2 Oct certified	69	55	14	
I/T SUPPLIES & MATERIALS	1205016-000-750001-000	6	0	6		6		6		6		6	
I/T - PRINTING	1205016-000-750009-000	25	0	25		25		25		25	38	-13	Printing for forms utilized in department

MEETING CANCELED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
TOTAL		**807**	**221**	**586**		**807**	**265**	**543**		**807**	**434**	**373**	
EMPLOYEE SERVICES - EI													
MILEAGE EXPENSE	1205016-100-701001-000	19	0	19		19		19		19		19	
PROFESSIONAL FEES	1205016-100-702030-000	938	0	938		938		938		938		938	
I/T - PRINTING	1205016-100-750009-000	63	0	[illegible]		[illegible]		63		63		63	
TOTAL		**1,019**	**0**	**1,019**	**0**	**[illegible]**	**0**	**1,019**		**1,826**	**434**	**1,392**	
EMPLOYEE SERVICES - W													
SUPPLIES & MATERIALS	1205016-200-700001-000	375	300	75		375	6	369		375	8	367	
MILEAGE EXPENSE	1205016-200-701001-000	6	0	6		6		6		6		6	
OUTSIDE SERVICES	1205016-200-702010-000	250	350	-100	This is not an ac[illegible] month[illegible]	[illegible]	350	[illegible]	This is [illegible]t an actual	250	350	-100	This is not an actual monthly
CONSULTANT EXPENSE	1205016-200-702100-001	156	0	156		[illegible]		156		156		156	
REPAIRS/MAINT - EQUIPME	1205016-200-703100-200	16	0	16		[illegible]		16		16	85	-69	Scissor sharpening that happens occasionally
UNIFORMS	1205016-200-705001-000	8,750	5,271	3,479		[illegible]	3,318	5,432		[illegible]	8,685	65	
UNIFORM CLEANING	1205016-200-705001-100	156	0	156		156		156		[illegible]		156	
CUSTOMER INCENTIVE	1205016-200-705111-000	6	0	6		6		[illegible]		6		6	
CASH/OVER SHORT	1205016-200-709004-000	0	0	0		0		0		0		0	
I/T - PRINTING	1205016-200-750009-000	45	0	45		45		45		45	359	-314	Printing for forms and tickets utilized in department
TOTAL		**9,761**	**5,921**	**3,840**	**0**	**9,761**	**3,674**	**6,087**		**9,761**	**9,487**	**273**	
EMPLOYEE SERVICES - TI													
TRAINING MATERIALS	1205016-300-700044-000	344	0	344		344		344		344		344	
NEWSP/SUBSCRIPTIONS	1205016-300-700070-000	44	75	-31	Our Survey Monkey	44	75	-31	Our Survey Monkey	44	75	-31	Our Survey Monkey subscriptions
DUES	1205016-300-700071-000	200	335	-135	The SHRM membership	200	-35	235		200	120	80	
BOOK PURCHASES	1205016-300-700072-000	31	0	31		31		31		31		31	

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
VIDEOS/COLLECTIONS	1205016-300-700074-000	31	0	31		31		31		31		31	
MILEAGE EXPENSE	1205016-300-701001-000	13	0	13		13		13		13		13	
CONSULTANT EXPENSE	1205016-300-702100-001	938	0	938		938		938		938		938	
TRAINING & EDUCATION	1205016-300-705010-000	0	0	0		0		0		0		0	
I/T - PRINTING	1205016-300-750009-000	831	539	292		831	927	-96	Mandated Key Watcher	831	1,223	-392	Mandated Key Watcher Training
I/T TRAINING/EDUCATION	1205016-300-755010-000	6	0	6		6		6		6		6	
TOTAL		**2,437**	**949**	**1,488**	**0**	[illegible]	[illegible]	**1,470**		**2,437**	**1,418**	**1,019**	
EMPLOYEE SERVICES - T													
TRAINING MATERIALS	1205016-400-700044-000	6	0	6		6		6		6		6	
MILEAGE EXPENSE	1205016-400-701001-000	9	0	9		9		9		9		9	
I/T - PRINTING	1205016-400-750009-000	50	0	50		50		50		50		50	
TOTAL		**66**	**0**	**66**	**0**	**66**	**0**	**66**		**2,503**	**1,418**	**1,085**	
EMPLOYEE SERVICES - S													
NEWSP/SUBSCRIPTIONS	1205016-500-700070-000	103	129	-27	Pre-Paid; Expense -	103	129	-27	Pre-Paid; Expen[illegible] -	103	129	-27	Pre-Paid; Expense - Membership-
MILEAGE EXPENSE	1205016-500-701001-000	56	0	56		56	[illegible]	[illegible]	Mileage expense	56	32	25	
I/T - PRINTING	1205016-500-750009-000	13	0	13		13		13		13		13	
TOTAL		**171**	**129**	**42**	**0**	**171**	**205**	[illegible]		**2,674**	**1,579**	**1,095**	
EMPLOYEE SERVICES - P													
NEWSP/SUBSCRIPTIONS	1205016-700-700070-000	47	46	1		47	46	1		47	211	-164	Yearly SHRM renewal, in order to have access to most current HR policies and procedures
MILEAGE EXPENSE	1205016-700-701001-000	63	0	63		63		63		63	47	15	
TOTAL		**109**	**46**	**63**	**0**	**109**	**46**	**63**		**2,796**	**1,837**	**958**	

MEETING CANCELED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
CUSTODIAL													
SUPPLIES & MATERIALS	1205017-000-700001-000	17,750	20,187	-2,437	Custodial supplies based on	17,750	10,067	7,683		17,750	26,487	-8,737	Restocking of custodial cleaners,
MILEAGE EXPENSE	1205017-000-701001-000	13	0	13		13		13		13		13	
OUTSIDE SERVICES	1205017-000-702010-000	7,813	9,749	-1,937	Towels/Mats/Mops; this	7,813	4,340	3,473		7,813	16,000	-8,188	Novembers dumpster expense,
REPAIRS/MAINT - EQUIPME	1205017-000-703100-200	250	821	-571	invoices that were neve[illegible]pai[illegible]	250	53	197		250	581	-331	season, repair hose and clips for
UNIFORMS	1205017-000-705001-000	13	0	[illegible]		[illegible]		13		13		13	
TRAINING & EDUCATION	1205017-000-705010-000	63	0	63		[illegible]		63		63	83	-21	Annual license for Electrical Inspector
MEETING EXPENSE	1205017-000-705301-000	31	0	31		31		31		31		31	
SUPPLIES & MATERIALS	1205017-303-700001-000	5,000	5,594	-594	Custo[illegible] supplies [illegible]sed on	5,00[illegible]	[illegible]	[illegible]		5,000	8,635	-3,635	Restocking of custodial cleaners,
OFFICE SUPPLIES	1205017-303-700001-000	0	5,594	-5,594	Custo[illegible]al su[illegible]plies [illegible]ased on	0	24	-24	[illegible]his will be reclassified to Supplies and		-24		
OUTSIDE SERVICES	1205017-303-702010-000	1,438	2,856	-1,419	Towels/Mats/Mo[illegible]	1,438	1,53[illegible]	-9[illegible]	Star[illegible]d winter mat	1,438	5,744	-4,307	Started winter mat schedule for
REPAIRS/MAINT - EQUIPME	1205017-303-703100-200	63	0	63		6[illegible]		63		63		63	
SUPPLIES & MATERIALS	1205017-304-700001-000	500	654	-154	Custodial supplies base[illegible]n	500	543	-43	Cleani[illegible] su[illegible]plies based	500	942	-442	Cleaning supplies based on
OUTSIDE SERVICES	1205017-304-702010-000	625	546	79		[illegible]	21[illegible]	407		625	2,796	-2,171	Novembers dumpster expense,
SUPPLIES & MATERIALS	1205017-305-700001-000	844	1,322	-478	Custodial supplies based on	[illegible]4	518	326		[illegible]44	993	-150	Restocking of custodial cleaners,
OUTSIDE SERVICES	1205017-305-702010-000	938	706	232		938	[illegible]92	545		[illegible]8	1,547	-609	ARAMARK past due invoices
SUPPLIES & MATERIALS	1205017-321-700001-000	531	559	-28	Custodial supplies based on	531	[illegible]3	[illegible]8		531	961	-430	Restocking of custodial cleaners,
OUTSIDE SERVICES	1205017-321-702010-000	531	744	-213	Towels/Mats/Mops; this	531	344	187		531	853	-322	ARAMARK past due invoices
TOTAL		**36,400**	**49,332**	**-12,932**	**0**	**36,400**	**22,757**	**1[illegible]643**		**18,650**	**39,112**	**-20,486**	
MAINTENANCE													
SUPPLIES & MATERIALS	1205018-000-700001-000	13,125	8,885	4,240		13,125	8,321	4,804		13,125	22,143	-9,018	Salt stock up for winter, needed for saftety of all customers and employees.
TRANSP. & PER DIEM	1205018-000-701000-000	56	0	56		56		56		56		56	
TRAVEL - MEALS	1205018-000-701000-300	0	0	0		0		0		0		0	
MILEAGE EXPENSE	1205018-000-701001-000	19	0	19		19		19		19		19	

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
OUTSIDE SERVICES	1205018-000-702010-000	2,125	2,897	-772	Quarterly Sprinkler	2,125	2,897	-772	Otis elevator &	2,125	4,022	-1,897	Otis elevator & escalator monthly
REPAIRS/MAINT-BLDGS & (	1205018-000-703100-100	9,375	13,210	-3,835	Main Casino Surveillance area	9,375	652	8,723		9,375	4,784	4,591	
REPAIRS/MAINT - EQUIPME	1205018-000-703100-200	5,000	2,702	2,298		5,000	913	4,087		5,000	2,841	2,159	
UNIFORMS	1205018-000-705001-000	44	76	-32	Safety shoe reimbursement for	44		44		44		44	
TRAINING & EDUCATION	1205018-000-705010-000	194	0	194		194		194		194	85	109	
RENTAL USAGE	1205018-000-705202-000	94	156	-62		94	162	-68	Cylinder rental of oxygen	94	156	-62	Cylinder rental of oxygen & acetylene for torches based on usage
MEETING EXPENSE	1205018-000-705301-000	50	0	50		50		50		50		50	
LICENSE, CERT, FEES	1205018-000-705401-000	69	16	53		[illegible]	[illegible]	53		69	16	53	
INSURANCE	1205018-000-705500-000	180	261	-81	*Out of our control	180	261	-80	Submitted by Risk Mana	180	261	-80	Submitted by Risk Management to Oneida Casino
MISCELLANEOUS	1205018-000-705900-000	3	0	3		3		3		3		3	
I/T - PRINTING	1205018-000-750009-000	94	0	94		94	147	-53	Needed to restock work	94		94	
BUILDING REPAIR/MAINT-I	1205018-000-753100-100	2,188	0	2,188		2,188		2,188		2,188		2,188	
EQUIP/REPAIR MAINT-INTR	1205018-000-753100-200	688	0	688		688		688		688		688	
I/T REPAIRS/MAINT - VEHIC	1205018-000-753100-300	938	362	576		938		938		938	16	921	
VEHICLE EXP - GAS & OIL -	1205018-000-753101-000	1,875	2,662	-787	Oil changes and gas purchased	1,875	[illegible]	-104	Extra gas purchases due	1,875	2,001	-126	Extra gas puchases due to snow
SUPPLIES & MATERIALS	1205018-303-700001-000	506	1,552	-1,046	HVAC filters for this location	506	[illegible]	[illegible]	HVAC filter annual	506	693	-187	Filters for HVAC units, needed for
OUTSIDE SERVICES	1205018-303-702010-000	250	0	250		250		250		250	375	-125	Back-up generator inspection
REPAIRS/MAINT-BLDGS & (	1205018-303-703100-100	1,875	290	1,585		1,875	361	1,514		1,875		1,875	
REPAIRS/MAINT - EQUIPME	1205018-303-703100-200	1,875	546	1,329		1,875	811	1,064		1,875	145	1,730	
BUILDING REPAIR/MAINT-I	1205018-303-753100-100	0	0	0		0		0		0		0	
SUPPLIES & MATERIALS	1205018-304-700001-000	175	224	-49	HVAC filters for this location	175	601	-426	HVAC filter annual	175	-269	444	
OUTSIDE SERVICES	1205018-304-702010-000	344	0	344		344		344		344	375	-31	billing for Total Energies, typical
REPAIRS/MAINT-BLDGS & (	1205018-304-703100-100	1,875	0	1,875		1,875	145	1,730		1,875	-599	2,474	
REPAIRS/MAINT - EQUIPME	1205018-304-703100-200	625	0	625		625		625		625	145	480	
BUILDING REPAIR/MAINT-I	1205018-304-753100-100	0	0	0		0		0		0		0	

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
SUPPLIES & MATERIALS	1205018-305-700001-000	219	202	17		219	27	191		219	217	1	
OUTSIDE SERVICES	1205018-305-702010-000	406	0	406		406		406		406	375	31	
REPAIRS/MAINT-BLDGS & (	1205018-305-703100-100	125	290	-165	HVAC filters/electrical for	125	145	-20	HVAC filter annual	125		125	
REPAIRS/MAINT - EQUIPME	1205018-305-703100-200	188	0	188		188		188		188	145	43	
BUILDING REPAIR/MAINT-I	1205018-305-753100-100	0	0	0		0		0		0		0	
SUPPLIES & MATERIALS	1205018-321-700001-000	63	0	[illegible]		[illegible]		63		63		63	
OUTSIDE SERVICES	1205018-321-702010-000									0		0	
TOTAL		**44,640**	**34,332**	**[illegible]**	**0**	**[illegible]**	**18,343**	**26,296**		**8,525**	**1,602**	**6,923**	
PLAYER DEVELOPMENT -													
SUPPLIES & MATERIALS	1205020-200-700001-000	606	0	606		606	[illegible]	401		606	3,005	-2,399	Additional Players Club cards
DUES	1205020-200-700071-000	0	0	0						0		0	
MILEAGE EXPENSE	1205020-200-701001-000	19	0	19		[illegible]		19		19		19	
OUTSIDE SERVICES	1205020-200-702010-000	11,250	0	11,250		[illegible]	[illegible]	-1,561	[illegible]	11,250	16,136	-4,886	Fee's for gift card services
PROMOTION/ITEMS	1205020-200-705100-000	8,156	25,030	-16,874	Purchase of SVM Mobile Gas	[illegible]	10,112	-1,955	Retail gas [illegible] (poin[illegible]	8,156	22,002	-13,846	Retail gas cards (point purchase) is
PLAYERS CLUB REDEMPTI(	1205020-200-705100-210	0	5,845	-5,845	Patrons can redeem points on	0		0				0	
TOUR BUS COUPONS	1205020-200-705101-200	0	0	0		0		0		0		0	
CUSTOMER INCENTIVE	1205020-200-705111-000	5,625	0	5,625		5,625		[illegible]		5,625	0	5,625	
CUSTOMER INCENTIVE-RA	1205020-200-705111-100	11,363	0	11,363		11,363	6,824	[illegible]		11,363	7,639	3,724	
CUSTOMER INC-RAD PTS R	1205020-200-705111-101	0	0	0		0	7,692	[illegible]	Point	0	5,518	-5,518	Point redemption/discount for
CUSTOMER INCENTIVE-LO	1205020-200-705111-300	0	3,523	-3,523	Budgeted in Customer Incentiv	0	14,305	-14,305	[illegible]	0	14,123	-14,123	Point redemption/discount for
CUSTOMER INC - LODGE PT	1205020-200-705111-301	0	603	-603	Budgeted in Customer Incentiv	0	1,922	-1,922	Point	0	2,148	-2,148	Point redemption/discount for
CUSTOMER INC - REST PTS	1205020-200-705111-401	0	0	0		0	7,565	-7,565	Point	0	6,697	-6,697	Point redemption/discount for
MISCELLANEOUS	1205020-200-705900-000	0	0	0		0		0		0		0	
CASH/OVER SHORT	1205020-200-709004-000	0	0	0		0		0		0	-320	320	
CREDIT CARD VARIANCE	1205020-200-709004-400	0	0	0		0	2,725	-2,725	Customer dispute on cha	0	-2,142	2,142	
I/T SUPPLIES & MATERIALS	1205020-200-750001-000	0	0	0		0		0		0		0	

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
I/T - PRINTING	1205020-200-750009-000	3,125	0	3,125		3,125		3,125		3,125	1,408	1,717	
TOTAL		**40,144**	**35,001**	**5,143**	**0**	**40,144**	**64,161**	**-24,017**		**39,519**	**73,209**	**-33,690**	
PLAYER DEVELOPMENT -													
SUPPLIES & MATERIALS	1205020-400-700001-000	156	20	136		156		156		156		156	
MILEAGE EXPENSE	1205020-400-701001-000	16		[illegible]		[illegible]		16		16		16	
OUTSIDE SERVICES	1205020-400-702010-000	1,165	599	566		[illegible]	[illegible]	-243	Services include Plants	1,165	258	908	
TRAINING & EDUCATION	1205020-400-705010-000	0		0		0		0		0		0	
PROMOTION/ITEMS	1205020-400-705100-000	9,000	41,233	-32,233		9,000	[illegible]	[illegible]	Comps for gift cards, Pla	9,000	30,521	-21,521	Comps for gift cards, Player preference revenue generation
PROMOTIONAL COUPONS	1205020-400-705101-100	0		0		0		0		0		0	
SPONSORSHIPS	1205020-400-705110-100	625		625		[illegible]		[illegible]		625		625	
CUSTOMER INCENTIVE	1205020-400-705111-000	8,208	9,982	-1,774		[illegible]	11,598	-3,390	[illegible]	8,208	14,427	-6,220	Comps for events, player preference revenue generation
CUSTOMER INCENTIVE-RA	1205020-400-705111-100	42,025	41,566	459		[illegible]	[illegible]	-5,586	[illegible]	42,025	49,569	-7,544	Comps for events, player preference revenue generation
CUSTOMER INCENTIVE-FR	1205020-400-705111-200	0	1,085	-1,085		0	[illegible]	-1,100	Comps for food, [illegible]	[illegible]	1,100	-1,100	Comps for events, player preference revenue generation
CUSTOMER INC - RESTAUR	1205020-400-705111-400	0	17,643	-17,643		0	[illegible]	[illegible]	Comps for food, player p	0	26,832	-26,832	Comps for events, player preference revenue generation
LICENSE, CERT, FEES	1205020-400-705401-000	7,132	12,232	-5,100		7,132	14,132	[illegible]	[illegible]	7,132	12,232	-5,100	Prepaid accounts for Packer and
TOTAL		**68,327**	**124,359**	**-56,033**	**0**	**68,327**	**128,167**	**[illegible]**		**68,327**	**134,938**	**-66,612**	
CASINO PROMOTIONS													
SUPPLIES & MATERIALS	1205021-000-700001-000	469	234	234		469	179	290		469	132	337	
NEWSP/SUBSCRIPTIONS	1205021-000-700070-000	55		55		55		55		55		55	
TRANSP. & PER DIEM	1205021-000-701000-000	241		241		241		241		241		241	
TRAVEL - AIRFARE	1205021-000-701000-100	0		0		0		0		0		0	
TRAVEL - LODGING	1205021-000-701000-200	0		0		0		0		0		0	

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
TRAVEL - MEALS	1205021-000-701000-300	0		0		0		0		0		0	
MILEAGE EXPENSE	1205021-000-701001-000	9		9		9		9		9		9	
OUTSIDE SERVICES	1205021-000-702010-000	2,313		2,313		2,313		2,313		2,313		2,313	
MAINT-AGREEMENTS	1205021-000-703110-000	0		0		0		0		0		0	
PROMOTION/ITEMS	1205021-000-705100-000	9,656	500	9,156		9,656	3,510	6,146		9,656	7,094	2,563	
CUSTOMER INCENTIVE	1205021-000-705111-000	5,375	-135	[illegible]		[illegible]	135	5,240		5,375		5,375	
CUSTOMER INCENTIVE-RA	1205021-000-705111-100	17,563	351	[illegible]		[illegible]	[illegible]	-4,516	Point	17,563	72,419	-54,856	Point redemption/discount for
CUSTOMER INCENTIVE-LO	1205021-000-705111-300	0		[illegible]		0	79	-79	Point	0		0	
CUSTOMER INC - RESTAUR	1205021-000-705111-400	0	989	-989	Budge[illegible]n Custo[illegible] Incentiv	0	[illegible]	[illegible]	Point	0		0	
I/T - PRINTING	1205021-000-750009-000	31,031	16,290	14,741		31,031	[illegible]	29,202		31,031		31,031	
I/T PROMOS/PROMO ITEMS	1205021-000-755100-000	469		469		469		[illegible]		469		469	
TOTAL		**67,180**	**18,230**	**48,951**	**0**	**[illegible]**	**27,985**	**[illegible]**		**66,657**	**79,513**	**-12,856**	
DIRECT MAIL													
CUSTOMER INCENTIVE	1205021-000-705111-000	0	-135	135		[illegible]	-135	135		0	383	-383	Coupon offer for food at restaurants (loyalty), Increase revenue
CUSTOMER INCENTIVE-RA	1205021-000-705111-100	0	351	-351	Coupon offer for food at restau	0	[illegible]	[illegible]	Coupon offer for fo[illegible]	0	394	-394	Coupon offer for food at restaurants (loyalty), Increase revenue
CUSTOMER INCENTIVE-LO	1205021-000-705111-300	0		0		0		0		0		0	
CUSTOMER INC - RESTAUR	1205021-000-705111-400	0	989	-989	Budgeted in Customer Incentiv	0	619	[illegible]	Coupon offer f[illegible] at	0	980	-980	Coupon offer for food at restaurants (loyalty), Increase revenue
I/T - PRINTING	1205021-000-750009-000	0	16,290	-16,290	Coupon offer for food at restau	0	20,131	-20,131	Coupon o[illegible] for fo[illegible] at	0	70,791	-70,791	Coupon offer for food at restaurants (loyalty), Increase revenue
I/T PROMOS/PROMO ITEMS	1205021-000-755100-000	0		0		0		0		0		0	
TOTAL		**0**	**17,495**	**-17,495**	**0**	**0**	**21,260**	**-21,260**		**0**	**72,547**	**-72,547**	
LODGE													
SUPPLIES & MATERIALS	1205030-303-700001-000	2,625	1,009	1,616		2,625	3,243	-618	Purchased fryer for $122	2,625	2,202	423	

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
TRANSP. & PER DIEM	1205030-303-701000-000	5	0	5		5		5		5		5	
OUTSIDE SERVICES	1205030-303-702010-000	625	0	625		625		625		625		625	
REPAIRS/MAINT - EQUIPME	1205030-303-703100-200	325	612	-287	Micro maintenance, and ice ma	325	244	81		325	389	-64	Van's Fire and Safety needed to clean hood for safety reasons
UNIFORMS	1205030-303-705001-000	34	0	34		34		34		34		34	
TRAINING & EDUCATION	1205030-303-705010-000	0	0	0		0		0		0		0	
LICENSE, CERT, FEES	1205030-303-705401-000	125	0	[illegible]25		[illegible]25	100	25		125		125	
CASH/OVER SHORT	1205030-303-709004-000	0	28	-28	Over /Shorts happen	[illegible]	-[illegible]	19		0	23	-23	There are procedures in place as to
CREDIT CARD VARIANCE	1205030-303-709004-500	0	0	0		0		0		0		0	
CLAIM SETTLEMENT	1205030-303-709800-000	0	0	0		0				0		0	
I/T LICENSES & FEES	1205030-303-755401-000	6	100	-94	Food Safety License paid	6		6		6		6	
TOTAL		**3,746**	**1,749**	**1,997**	**0**	**3,746**	**3,[illegible]8**	**178**		**3,746**	**2,614**	**1,132**	

BINGO

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
SUPPLIES & MATERIALS	1205040-201-700001-000	531		531		531		531		531	138	393	
TRANSP. & PER DIEM	1205040-201-701000-000	199	296	-97		[illegible]99		199		199		199	
TRAVEL - MEALS	1205040-201-701000-300	0		0		0		0				0	
MILEAGE EXPENSE	1205040-201-701001-000	0		0		0		0		0		0	
REPAIRS/MAINT - EQUIPME	1205040-201-703100-200	63		63		63	-1,0[illegible]	1,125		63	-1,063	1,125	
TRAINING & EDUCATION	1205040-201-705010-000	56		56		56		56		56		56	
PROMOTION/ITEMS	1205040-201-705100-000	5,672	1,309	4,363		5,672	701	4,97[illegible]		5,672	861	4,811	
CUSTOMER INCENTIVE	1205040-201-705111-000	47	0	47		47		47		47		47	
CASH/OVER SHORT	1205040-201-709004-000	0		0		0	7	-7	On 11/[illegible] there was a	0	5,015	-5,015	There are procedures in place as to
BINGO VARIANCE	1205040-201-709004-400	0		0		0	713	-713	The Bingo variance	0	252	-252	There are procedures in place as to
CREDIT CARD VARIANCE	1205040-201-709004-500	0		0		0	414	-414	On 11/25 (pm session)	0		0	
I/T - PRINTING	1205040-201-750009-000	2,813	2,908	-96	Updated the game schedules	2,813	2,748	65		2,813	1,945	868	
I/T PROFESSIONAL FEES	1205040-201-752030-000	0		0		0		0		0		0	
TOTAL		**9,381**	**4,513**	**4,868**	**0**	**9,381**	**3,520**	**5,860**		**9,381**	**7,148**	**2,233**	

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
TABLE GAMES													
SUPPLIES & MATERIALS	1205050-000-700001-000	406	675	-269	Ordered four layouts as	406		406		406	135	271	
CARD EXPENSE	1205050-000-700011-000	4,094	5,722	-1,628	Utilize 144 decks a day an[illegible]	4,094	5,351	-1,256	Unable to reduce expens	4,094	5,170	-1,076	Unable to reduce expense as cards
DICE EXPENSE	1205050-000-700014-000	464	618	-154	Utilize 17 sleeves of [illegible]ce a[illegible]er	464	577	-113	Unable to reduce expens	464	569	-105	Unable to reduce expense as cards
SHIPPING & FREIGHT	1205050-000-700019-000	81	0	[illegible]		[illegible]		81		81	110	-29	
NEWSP/SUBSCRIPTIONS	1205050-000-700070-000	63	127	-65	Ut[illegible]ized to help employees	[illegible]	[illegible]	-64	Periodicals are ordered	63	127	-64	Periodicals are ordered on a annual
TRANSP. & PER DIEM	1205050-000-701000-000	463	-620	[illegible]	G2E [illegible] journal entry	463		463		463		463	
PROFESSIONAL FEES	1205050-000-702030-000	469	0	469		[illegible]		[illegible]		469		469	
REPAIRS/MAINT - EQUIPME	1205050-000-703100-200	563	166	397		563	166	397		563	166	397	
TRAINING & EDUCATION	1205050-000-705010-000	0	0	0		0		0		0		0	
CUSTOMER INCENTIVE-RA	1205050-000-705111-100	0	0	0		0		0		0		0	
RENTAL USAGE	1205050-000-705202-000	1,250	13,254	-12,004	Shuffler are utilized for [illegible]me	1,250	13,254	-12,004	[illegible]nable [illegible] r[illegible]uce as	1,250	10,875	-9,625	Unable to reduce as annual
GAMING EQUIPMENT LEAS	1205050-000-705203-000	20,506	11,569	8,937		[illegible]	[illegible]	8,937		20,506	12,841	7,665	
I/T SUPPLIES & MATERIALS	1205050-000-750001-000	94	0	94		[illegible]		94		[illegible]		94	
I/T - PRINTING	1205050-000-750009-000	63	0	63		63		63		[illegible]		63	
TOTAL		**28,514**	**31,511**	**-2,997**	**0**	**28,514**	**[illegible]**	**[illegible]**		**28,514**	**29,993**	**-1,478**	
POKER													
SUPPLIES & MATERIALS	1205053-000-700001-000	394	0	394		394		394		394		394	
CARD EXPENSE	1205053-000-700011-000	719	667	52		719	791	-72	Impleme[illegible]d an extra r	719	558	161	
SHIPPING & FREIGHT	1205053-000-700019-000	0	0	0		0		0		0		0	
TRANSP. & PER DIEM	1205053-000-701000-000	84	0	84		84		84		84		84	
CONSULTANT EXPENSE	1205053-000-702100-001	0	0	0		0		0		0		0	
REPAIRS/MAINT - EQUIPME	1205053-000-703100-200	0	0	0		0		0		0		0	
RENTAL USAGE	1205053-000-705202-000	2,790	3,720	-930	Game protection and increase	2,790		2,790		2,790	3,720	-930	Contractual obligation for the

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
CASH/OVER SHORT	1205053-000-709004-000	0	-16	16		0	-15	15		0	-15	15	
I/T - PRINTING	1205053-000-750009-000	31	0	31		31		31		31		31	
TOTAL		**4,018**	**4,371**	**-353**	**0**	**4,018**	**776**	**3,243**		**4,018**	**4,263**	**-245**	
OTB													
SUPPLIES & MATERIALS	1205055-000-700001-000	438	51	[illegible]		[illegible]		438		438	395	43	
OUTSIDE SERVICES	1205055-000-702010-000	300		300		[illegible]		300		300	418	-118	Interface fees based on amount of wagers on OTB from Sportstech
REPAIRS/MAINT - EQUIPME	1205055-000-703100-200	344		344		[illegible]		344		344		344	
PROMOTION/ITEMS	1205055-000-705100-000	63		63		63		63		63		63	
PROMOTIONAL COUPONS	1205055-000-705101-100	0		0		0		0		0		0	
CUSTOMER INCENTIVE	1205055-000-705111-000	86		86		[illegible]		[illegible]		86		86	
RENTAL USAGE	1205055-000-705202-000	875		875		[illegible]	290	585		875		875	
I/T - PRINTING	1205055-000-750009-000	31		31		31		31		31		31	
OTB OPERATING FEE	1205055-301-702121-000	11,331		11,331		[illegible]	15,277	-3,946	This is ba[illegible] bets [illegible]	11,331	9,653	1,678	
CASH/OVER SHORT	1205055-301-709004-000	0	-16	16		0	[illegible]	3		[illegible]	-4	4	
TOTAL		**13,468**	**35**	**13,433**	**0**	**13,468**	**[illegible]**	**[illegible]**	**0**	**13,468**		**3,006**	
SLOTS													
SUPPLIES & MATERIALS	1205060-000-700001-000	4,188	2,779	1,409		4,188	1,068	[illegible]		4,188	107	4,081	
TICKET PAPER	1205060-000-700002-000	11,266	0	11,266		11,266	12,888	-1,622	[illegible] usage is	11,266	25,776	-14,510	Ticket paper usage is based on
SHIPPING & FREIGHT	1205060-000-700019-000	1,438	2,856	-1,419	No control over this cost.	1,438	395	1,043		1,438	1,360	77	
NEWSP/SUBSCRIPTIONS	1205060-000-700070-000	6	0	6		6		6		6		6	
TRANSP. & PER DIEM	1205060-000-701000-000	982	0	982		982		982		982		982	
TRAVEL - AIRFARE	1205060-000-701000-100	0		0		0		0		0		0	
TRAVEL - MEALS	1205060-000-701000-300	0		0		0		0		0		0	
TRAVEL - LODGING	1205060-000-701000-300	0	170	-170	Budgeted in TRANSP. & PER	0		0		0		0	

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
TRAVEL - TOLLS/PARKIN	1205060-000-701000-430	0		0		0		0		0		0	
TRAVEL - TAXIS/SHUTTL	1205060-000-701000-500	0		0		0		0		0		0	
TRAVEL - REGISTRATION	1205060-000-701000-600	0	713	-713	Budgeted in TRANSP. & PER	0		0		0		0	
MILEAGE EXPENSE	1205060-000-701001-000	938	878	60		938	1,001	-63	Slot Supervisors and	938	838	99	
PROFESSIONAL FEES	1205060-000-702030-000	0	0	0		0		0		0		0	
REPAIRS/MAINT - EQUIPM	1205060-000-703100-200	34,375	17,216	[illegible]		[illegible]	44,372	-9,997	The ordering of parts is	34,375	43,742	-9,367	The ordering of parts is necessary
REPAIRS/MAINT-SLOT MA	1205060-000-703100-220	37,500	78,584	-41,084	IGT Conversion for APO-	[illegible]		37,500		37,500		37,500	
UNIFORMS	1205060-000-705001-000	50	50	0		50		50		50	32	18	
CUSTOMER INCENTIVE-R	1205060-000-705111-100	0		0		0		[illegible]		0		0	
RENTAL USAGE	1205060-000-705202-000	625	0	625		625	395	230		625	395	230	
INSURANCE	1205060-000-705500-000	86	162	-76	Based on Risk Management	86	[illegible]	[illegible]	Submitted by Risk Mana	86	162	-75	Submitted by Risk Management to
I/T - PRINTING	1205060-000-750009-000	1,313	0	1,313		[illegible]		1,313		1,313		1,313	
I/T REPAIRS/MAINT - VEH	1205060-000-753100-300	188	467	-280	Higher than anticipated	188		188		188	596	-409	
VEHICLE EXP - GAS & OIL	1205060-000-753101-000	563	675	-113	Gas, oil changes and etc. are	[illegible]	[illegible]	-59	Slot Supervisors and	563	478	85	
GAMING EQUIPMENT LEA	1205060-300-705203-000	96,875	132,157	-35,282	Based on Slot Play	[illegible]	[illegible]	-33,728	This cost is based in	[illegible]	127,243	-30,368	This cost is based in part on
GAMING EQUIPMENT LEA	1205060-301-705203-000	43,750	36,062	7,688		43,750	[illegible]	3,727		[illegible]	37,745	6,005	
GAMING EQUIPMENT LEA	1205060-303-705203-000	56,250	83,076	-26,826	Based on Slot Play	56,250	[illegible]	[illegible]	A small percentage of	56,250	73,596	-17,346	A small percentage of our gaming
RENT PAID TO SEVEN GEN	1205060-304-705201-000	31,300	41,733	-10,433	Due to contractual terms for OT	31,300	41,733	-10,433	Lease paid to Seven Gen	31,300	41,733	-10,433	Lease paid to Seven Generation for the Travel Center
GAMING EQUIPMENT LEA	1205060-304-705203-000	10,238	7,842	2,396		10,238	12,096	[illegible]	A small percentage of	10,238	8,746	1,491	
GAMING EQUIPMENT LEA	1205060-305-705203-000	10,238	13,950	-3,713	Based on Slot Play	10,238	13,500	-3,263	This cost is based in	10,238	13,500	-3,263	This cost is based in part on
CASH/OVER SHORT	1205060-305-709004-000	0	0	0		0		0		0		0	
I/T RENT EXPENSE	1205060-305-755201-000	6,134	8,178	-2,045	Due to contractual terms for HV	6,134	8,178	-2,045	Packerland One Stop leas	6,134	8,178	-2,045	Packerland One Stop lease agreement
GAMING EQUIPMENT LEA	1205060-321-705203-000	0	13,950	-13,950	Based on Slot Play	0	6,300	-6,300	A small percentage of	0	6,300	-6,300	
I/T RENT EXPENSE	1205060-321-755201-000	0	8,178	-8,178	Due to contractual terms for HV	0	7,081	-7,081	Highway 54 lease agreen	0	7,081	-7,081	
TOTAL		**348,299**	**449,675**	**-101,376**	**0**	**348,299**	**404,547**	**-56,248**	**0**	**348,299**	**397,608**	**-49,309**	**0**

MEETING CANCELLED

DESCRIPTION	ACCOUNT NUMBER	Oct-14 75% BUDGET	Oct-14 Actual Spend	Oct-14 Variance	EXPLANATION	Nov-14 75% BUDGET	Nov-14 Actual Spend	Nov-14 Variance	EXPLANATION	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance	EXPLANATION
TOTAL		1,637,413	1,826,258	-188,845		1,663,274	1,910,812	-247,537		1,309,289	1,562,822	-264,019	

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Report

Agenda item title (see instructions):
DPW continuing resolution closeout report

Action requested (choose one):

☒ Information only
☐ Action - please describe:

3. Justification

Why BC action is required (see instructions):

required reporting

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)
☒ Report ☐ Resolution ☐ Contract (check the box below if signature required)
☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): Bruce Danforth, Asst. Division Director/Development Operations
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEETING CANCELLED

Interoffice

MEMORANDUM

To: Oneida Business Committee
From: Bruce Danforth, Assistant Division Director Development Operations
Date: February 6, 2014
Subject: Close Out Reporting for Continuing Resolution 09-24-14-A

MEETING CANCELLED

Oversight Reporting
DPW has maintained monthly spreadsheets for each business unit in order to monitor and assure compliance with the Continuing Resolution 09-27-14-A.

For the month of December, the overall DPW operating expenses were $924,598 compared to the FY14 December budget of $821,284. This resulted in a variance of $103,314.

The following Business Units were able to achieve compliance with the 25% reduction in expenses as required in the Continuing Resolution 09-27-14-A for December.

Plumbing
Custodial
Automotive

The following Business Units were unable to achieve compliance with the 25% reduction in expenses as required in the Continuing Resolution 09-27-14-A for December.

BIA Roads Maintenance was $66,542 over the targeted 25% reduction
Administration was $16,057 over the targeted 25% reduction
Facilities was $29,947 over the targeted 25% reduction
Groundskeeping was $8,664 over the targeted 25% reduction

The business units were over due to the following main reasons:

Bulk Rock Road salt (1,244.81 tons) was purchased in December
Custodial Armark invoices were applied to Admin's Outside Services line in error. On 1/22/15 expenses were transferred to Custodial
Fleet vehicle repairs for v#9451 C.H.R. vehicle was involved in an accident with a deer. 1/15/15 received reimbursement
Annual alarm monitoring invoices paid in month of December

MEETING CANCELLED

Emergency Plumbing Repairs (Internal expense)
Overtime for snow removal
Building demolition expenses
Equipment repairs on loader and payloader
Vehicle repairs to Groundskeeping Truck# 9400 and Truck# 9439

Operational Impacts of Resolution

Expenses:

Operational expenses such as supplies & materials, repairs & maintenance, and training were kept at a minimum. This resulted in some work requests being put on hold because they did not meet the health, safety, or regulatory requirements. These work requests will be reprioritized among all outstanding work requests for future completion. The priority during this period was to address preventative maintenance and emergency repairs keeping expenses at a minimum.

Hiring Freeze and Overtime:

Vacant positions were not filled. Personnel were temporarily reassigned to priority areas and created a backlog of work in some areas. Overtime was utilized only if absolutely necessary and typically was due to cover employees on vacation, snow removal, and emergency calls. In some cases, instead of replacing equipment there were temporary repairs made and now there will be a need to go back and readdress these temporary conditions.

Travel, Contracting, Donations, CIP:

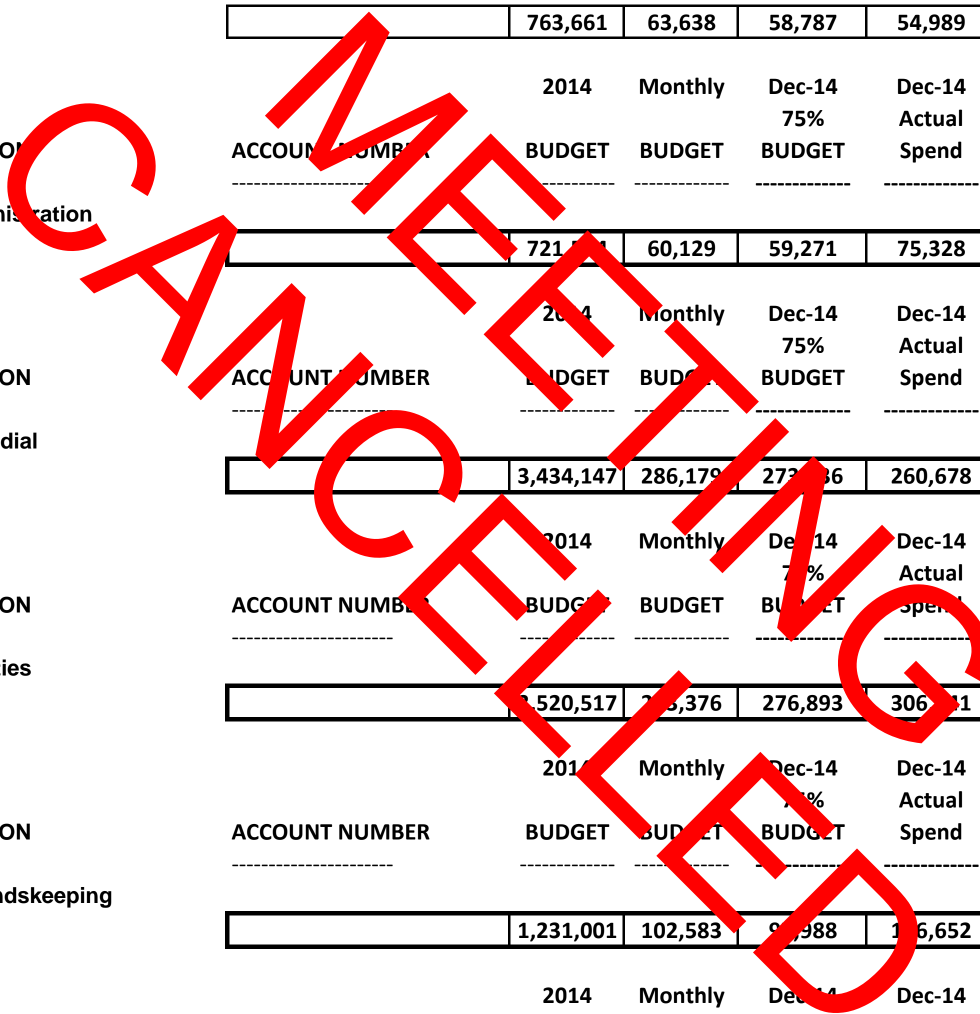
There was no impact to DPW due to these constraints.

Recommendations

As a priority, address the factors in the budget process that are barriers to achieving an approved budget before the beginning of the fiscal year. This will eliminate the need for a continuing resolution, the communication necessary to implement it, and the operational impacts that result from it.

If reports are required, there should be a defined purpose for reporting, a process for evaluating and consolidating the information from all of the various reports, and a communication mechanism put in place to inform the business units how effective the resolution has been on a monthly basis. The reports were time-consuming and it was unclear what purpose they served.

Department of Public Works
December Oversight Report



DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
5262*02						
BIA Roads Maintenance						
TOTAL		70,000	5,833	4,375	70,917	-66,542

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
1207020						
Plumbing						
TOTAL		763,661	63,638	58,787	54,989	3,798

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
4201010						
DPW Administration						
TOTAL		721,[illegible]	60,129	59,271	75,328	-16,057

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
4201017						
DPW Custodial						
TOTAL		3,434,147	286,179	273,[illegible]36	260,678	13,258

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
4201040						
DPW Facilities						
TOTAL		[illegible],520,517	[illegible],376	276,893	306,[illegible]1	-29,947

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
4201050						
DPW Groundskeeping						
TOTAL		1,231,001	102,583	9[illegible],988	1[illegible]6,652	-8,664

DESCRIPTION	ACCOUNT NUMBER	2014 BUDGET	Monthly BUDGET	Dec-14 75% BUDGET	Dec-14 Actual Spend	Dec-14 Variance
4201060						
DPW Automotive						
TOTAL		675,146	56,262	50,034	49,194	840

	BUDGET	ACTUAL	VARIANCE
TOTAL DPW	821,284	924,598	-103,314

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Report

Agenda item title (see instructions):

Accept Final Audit Memo and Delete the continuing resolution closeout reports

Action requested (choose one):

☐ Information only

☒ Action - please describe:

1. Accept this memorandum and final report as information.
2. Delete the “Continuing Resolution Reports” section from the agenda.

3. Justification

Why BC action is required (see instructions):

BC Resolution 09-24-14-B required continuing resolution exception reports and BC requested final closeout reports.

4. Supporting Materials

Instructions

☒ Memo of explanation with required information (see instructions)

☒ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Lisa Summers, Tribal Secretary

Requestor (if different from above): ____________________
Name, Title / Dept. or Tribal Member

Additional signature (as needed): ____________________
Name, Title / Dept.

Additional signature (as needed): ____________________
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
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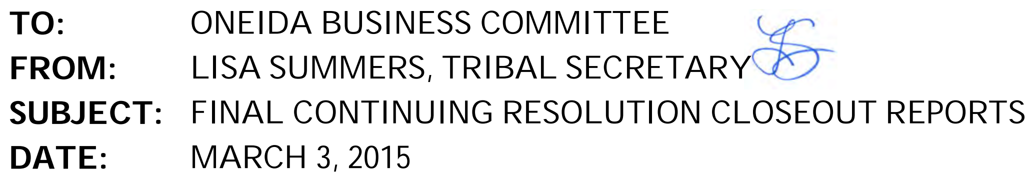
INTEROFFICE MEMORANDUM



TO: ONEIDA BUSINESS COMMITTEE
FROM: LISA SUMMERS, TRIBAL SECRETARY
SUBJECT: FINAL CONTINUING RESOLUTION CLOSEOUT REPORTS
DATE: MARCH 3, 2015

MEETING CANCELLED

Background
BC Resolution 09-24-14-B required exceptions to the resolution be reported to the Business Committee. With the approval of the FY-2015 Budget on January 19, 2015, final continuing resolution reports needed to be submitted.

On the January 28, 2015, the Business Committee directed all Direct Reports and Non-Divisional areas, including the Judiciary and all Boards, Committees and Commissions, to submit final closeout reports. Those final reports were to include the following:

1. The operation impacts of the continuing resolution,
2. Any information pertaining to the exceptions that were made, and
3. Any recommendations moving forward on how to improve the continuing resolution process.

Attached is a final report that indicates the reports which were submitted.

Requested Action

1. Accept this memorandum and final report as information.
2. Delete the "Continuing Resolution Reports" section from the agenda.

Continuing resolution closeout reports - 2015

Area	Name	Date report on BC agenda
Appointed BCC	AJRCCC	*no report submitted*
	Arts Board	*no report submitted*
	Child Protective Board	2/11/2014
	ERB Board	2/11/2014
	Library Board	not notified
	ONVAC	2/11/2014
	Personnel Commission	2/25/2014
	Police Commission	*no report submitted*
	Pow Wow Committee	*no report submitted*
	SEOTS	*no report submitted*
Division	Comprehensive Health	2/11/2014
	Development	*no report submitted*
	Development Operations	3/11/2014
	Environmental Health & Safety	2/11/2014
	Gaming	3/11/2014
	Governmental Services	*no report submitted*
	Internal Services	2/11/2014
	Land Management	*no report submitted*
	Retail Enterprise	2/25/2014
Elected BCC	Election Board	*no report submitted*
	Gaming Commission	3/11/2014
	Land Claims Commission	*no report submitted*
	Land Commission	*no report submitted*
	ONCOA	2/11/2014
	School Board	*no report submitted*
	Trust/Enrollment	2/25/2014
Judicial System	Appeals	*no report submitted*
	Family Court	2/11/2014
	Judiciary	*no report submitted*
Other Direct Reports	Chief Counsel	not notified
	Emergency Management	*no report submitted*
	Finance	*no report submitted*
	Housing Authority	*no report submitted*
	HRD	2/25/2014
	Intergovernmental Affairs and Communications	*no report submitted*
	Internal Audit	2/11/2014
	Ombudsman	*no report submitted*
	Organiztional Development	2/25/2014
	Records	*no report submitted*
	Self-Governance	*no report submitted*
	Utilities	not notified
Totals:	**41**	**17**

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Legislative Operating Committee

Agenda item title (see instructions):
Accept February 18, 2015 LOC Meeting Minutes

Action requested (choose one):

☐ Information only
☒ Action - please describe:

Accept LOC meeting minutes

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)
☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)
☒ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. Minutes
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Brandon Stevens, Council Member

Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

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Oneida Tribe of Indians of Wisconsin

Legislative Reference Office
P.O. Box 365
Oneida, WI 54155
(920) 869-4376
(800) 236-2214
http://oneida-nsn.gov/LOC

Committee Members
Brandon Stevens, Chairperson
Tehassi Hill, Vice Chairperson
Fawn Billie, Councilmember
Jennifer Webster, Councilmember

MEETING CANCELLED

LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2nd Floor Norbert Hill Center
February 18, 2015 9:00 a.m.

PRESENT: Fawn Billie, Tehassi Hill, Brandon Stevens
EXCUSED: Jennifer Webster
OTHERS PRESENT: Candice Skenandore, Danelle Wilson, Taniquelle Thurner, Fawn Cottrell, Rae Skenandore, Lynn Franzmeier, Phil Wisneski, Michelle Mays

I. Call To Order and Approval of the Agenda

Brandon Stevens called the February 18, 2015 Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Tehassi Hill to approve the agenda; seconded by Fawn Billie. Motion carried unanimously.

II. Minutes to be approved

1. **February 4, 2015 LOC Meeting Minutes**
   Motion by Tehassi Hill to approve the February 4, 2015 LOC Meeting Minutes; seconded by Fawn Billie. Motion carried unanimously.

III. Current Business

1. **Investigative Leave Policy Amendments** *(00:56 –04:28)*
   Motion by Tehassi Hill to defer the Investigative Leave Policy Amendments for a legislative analysis and a fiscal impact statement; seconded by Fawn Billie. Motion carried unanimously.

2. **Removal Law Amendments** *(04:39 –10:56)*
   Motion by Fawn Billie defer the Removal Law Amendments for a legislative analysis and a fiscal impact statement; seconded by Tehassi Hill. Motion carried unanimously.

3. **Environmental, Health and Safety Law** *(11:00 –13:56)*
   Motion by Tehassi Hill to defer the Environmental, Health and Safety Law to the sponsor's office for further review and re-drafting; seconded by Fawn Billie. Motion carried unanimously.

IV. New Submissions

1. **Administrative Procedures Act Emergency Amendments** *(14:00 –19:46)*
   Motion by Tehassi Hill to approve the resolution and forward to the Oneida Business Committee for consideration of adoption; seconded by Fawn Billie. Motion carried unanimously.

2. **Appeals Commission References Removal** *(19:53 – 22:34)*
   Motion by Tehassi Hill to approve the resolution and forward to the Oneida Business Committee for consideration of adoption; seconded by Fawn Billie. Motion carried unanimously.

V. Additions

VI. Administrative Updates

1. **LOC Sponsor List** *(22:[illegible]0 –29:00)*
   Motion by Tehassi Hill to accept the LOC Sponsor List as FYI; seconded by Fawn Billie. Motion carried unanimously.

VII. Executive Session

VIII. Recess/Adjourn

Motion by Fawn Billie to adjourn the February 18, 2015 Legislative Operating Committee Meeting at 9:29 a.m.; seconded by Tehassi Hill. Motion carried unanimously.

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Finance Committee

Agenda item title (see instructions):
FC Meeting Minutes of 03/02/15 & FC E-Poll Approving Minutes

Action requested (choose one):

☐ Information only

☒ Action - please describe:

OBC Approval of minutes

3. Justification

Why BC action is required (see instructions):

The Finance Committee is Standing Committee of the OBC

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☒ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. FC Meeting Minutes of 03/02/15
2. FC E-Poll Approving 03/02/15 Minutes
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Trish King, Tribal Treasurer

Requestor (if different from above): ____________________
Name, Title / Dept. or Tribal Member

Additional signature (as needed): ____________________
Name, Title / Dept.

Additional signature (as needed): ____________________
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
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MEETING CANCELLED

Oneida Tribe of Indians of Wisconsin

Finance Administration Office
Phone: 920- 869-4325
FAO@oneidanation.org

MEMORANDUM

TO: Finance Committee

CC: Business Committee

FR: Denise Vigue, Executive Assistant

DT: March 3, 2015

RE: **E-Poll Results of FC Meeting Minutes of March 2, 2015**

MEETING CANCELLED

An E-Poll vote of the Finance Committee was conducted to approve the March 2, 2015 Finance Committee meeting minutes. The results of the completed E-Poll is as follows:

E-POLL RESULTS:

There was a Majority 5 YES votes from Larry Barton, Jennifer Webster, Chad Fuss, Fawn Billie and Wesley Martin, Jr. to approve the March 2, 2015 Finance Committee Meeting Minutes.

The minutes will be placed on the next BC agenda of March 11, 2015 for approval and the next Finance Committee agenda of March 16, 2015 to accept this E-Poll action.

Yaw^ko

ONEIDA FINANCE COMMITTEE

March 2, 2015

Business Committee Executive Conference Room

REGULAR MEETING MINUTES

MEETING CANCELED

Members Present:

Trish King, Treasurer/FC Chair
Jenny Webster, BC Council Member
Chad Fuss, Gaming AGGM
Larry Barton, CFO/FC Vice-Chair
Fawn Billie, BC Council Member
Wesley Martin, Jr., Community Elder Member

Members Excused: Patrick Stensloff, Purchasing Director

Others Present: Jeff Carlson, Elizabeth Somers, Mike Finn, Lloyd E. Powless, Jr., David Emerson, Sam VanDen Heuvel, Paul Witek and Denise Vigue, FC Recording Secretary

I. Call to Order: The Finance Committee meeting was called to order by the FC Chair at 10:00 a.m.

II. Approval of the Agenda: Motion by Jennifer Webster to approve the February 16, 2015 Finance Committee agenda with the following changes: move New Business item #8 and Community Fund items #8, #9, & #10 right after Tabled Business. Seconded by Wesley Martin, Jr. Motion carried unanimously.

III. Approval of the Minutes:

1. February 16, 2015 (Approved via E-Poll on 02/17/15):

Motion by Fawn Billie to ratify the E-poll action of Feb. 17, 2015 approving the Finance Committee meeting minutes of Feb. 16, 2015. Seconded by Jennifer Webster. Motion carried unanimously.

IV. Tabled Business:

1. Jezeski Accounting & Tax Service Amount: $433,000.00
David Larson, Community Options Program, OCHC

Motion by Fawn Billie to remove from the table for discussion. Seconded by Wesley Martin, Jr. Motion carried unanimously.

Jeff Carlson was present and provided handout of memo from Mr. Larson as well as copy of contract to FC member that asked for it at the previous meeting. There was discussion of services provided by vendor; committee discussion of needing to assess all current vendors to get as much value added for services and bidding out of services.

Motion by Wesley Martin Jr. to approve noting this to be bid out in September and the copy of contact provided is being placed in the file for reference. Seconded by Fawn Billie. Motion carried unanimously.

V. Capital Expenditures:

1. Ainsworth (9) Slot Machines Amount: $171,165.00
David Emerson, Gaming Slots Director

David Emerson was present to provide details; noting items #1, #2, & #4 under New Business are also capital expenditure-it will be corrected in the minutes. Speaking to all five requests David explained these are slot machines for this year under their allocated budget; some discussion of timing and discounts; inventory sales and difference between these purchases and lease games.

Motion by Wesley Martin Jr. to approve the Gaming Capital Expenditures for items 1-5 for fifty-five slot machines from the vendors identified and in the amounts specified. Seconded by Jennifer Webster. Motion carried unanimously.

2. **Komani (16) Slot Machines** Amount: $277,891.80.
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.

3. **Aristocrat (16) Slot Games** Amount: $285,936.00
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.

4. **WMS (6) Slot Games** Amount: $498,520.00.
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.

5. **Bally (8) Slot Games** Amount: $181,160.00
David Emerson, Gaming Slots Director
See Capital Expenditures motion #1.

VI. New Business:

A. Internal Requests:

1. **Slot Conversions- Aristocrat (25)** Amount: $45,000.00.
Slot Conversions- GTECH (20) Amount: $57,600.00
Slot Conversions- WMS (35) Amount: $90,195.00
David Emerson, Gaming Slots Director

David Emerson explained these conversions are for games being swapped out and new ones placed in current machines; the funding comes from their operating budget.

Motion by Jennifer Webster to approve the order for eighty Slot Conversions from the vendors identified in the amounts identified. Seconded by Larry Barton. Motion carried unanimously.

2. **Supply Advance – Pow Wow Committee**
Lloyd Powless, Jr., PW Committee Chairman

Lloyd Powless, Jr. was present to discuss with the Committee the details of the supply advance request for the 4th of July Pow Wow including: breakout of costs, recruitment of volunteers, payouts, and the suggestion to offer cash cards rather than actual cash to some paid workers. Lloyd noted that costs for admission and booths will be going up and last year was their best year for revenue received.

Motion by Wesley Martin, Jr. to approve the supply advance for the Pow Wow Committee in the amount of $96,950.000. Seconded by Larry Barton. Motion carried unanimously.

3. **Howard Immel Contract-Park Upgrade Phase II**
Sam VanDen Heuvel, Project Manager, Engineering

Paul Witek and Sam VanDen Heuvel were present to discuss the phase II of the park(s) upgrade; this is the design work; next phase will be to bid out for actual upgrade work; included in the submitted packet was the bidder rating sheet as well as the timeline with overall costs of entire project; to avoid change orders some areas specified may have to wait. After further explaining the bidding of this phase it was recommended all bid information is placed on cover request sheet.

Motion by Larry Barton to approve the Howard Immel contract in the amount of $69,800.00 for the design work for the Park(s) Upgrades. Seconded by Fawn Billie. Motion carried unanimously.

4. **Northeast Asphalt – Change Order #1**
Michael Finn, TTP

Michael Finn was present to provide additional information on the Hillside project which has been completed. The change order is for the soft spots that needed additional fill, rock and labor; entire project including change order is covered under the Roads Program and is under budget

MEETING CANCELLED

Motion by Jennifer Webster to approve Change Order #1 with Northeast Asphalt in the amount of $3,018.01. Seconded by Chad Fuss. Motion carried unanimously.

5. Home Instead Senior Care Amount: $105,736.00
David Larson, COPS - OCHC

Item reviewed directly after Tabled Business. Jeff Carlson provided details of request: their current vendor has discontinued their services; this vendor will replace those services. The Committee members had some concerns regarding comments on legal review as well as if a request for a waiver of sovereign immunity to the BC is needed; Committee suggests backup on updated legal review and an explanation to address the waiver issue be forwarded to FC recording secretary so an E-Poll of the FC can be conducted.

Motion by Larry Barton to defer until additional information as discussed is received and if time sensitive an E-Poll of the Committee be conducted for approval. Seconded by Wesley Martin, Jr. Motion carried unanimously.

B. External Donation Requests

1. Oneida Sobriety Group Spring Conference
Requestor: Marilyn King

Wesley Martin Jr. excused himself from this discussion. The Committee discussed the merits of the donation request.

Motion by Larry Barton to approve from the Finance Committee donation line $5,000.00 to be used for the Spring Conference of the Oneida Sobriety Group. Seconded by Jennifer Webster. Motion carried unanimously.

2. Oneida Nation Longhouse –Cookhouse Repairs
Requestor: Apache Danforth

The requestor was unable to attend; Committee had questions of the costs of labor and if being done by tribal employees the tax implications as well as funds possibly received from another tribal program(s).

Motion by Larry Barton to approve from the Finance Committee donation line $5,000.00 and stipulate in the check letter that none of the funds can be used for labor costs. Seconded by Fawn Billie. – After further discussion motioner and second withdraw motion.

Motion by Jennifer Webster to defer for two weeks for clarification of request and to determine if money for this project has been received by any other of the Tribal Program. Seconded by Wesley Martin, Jr. Motion carried unanimously.

3. Visions-Independent Film Project
Requestor: Audrey Geyer

There was discussion about the merits of the proposed project and if there is other more appropriate areas of the Tribe that can provide input to gain a definitive response of possible consideration.

Motion by Larry Barton to defer for two weeks and forward to Tourism and Joint Marketing for consideration and/or input. Seconded by Fawn Billie. Motion carried unanimously.

MEETING CANCELED

VII. Executive Session: No requests submitted

VIII. Community Fund:

1. Oneida Nation High School – Graduation

Motion by Fawn Billie to approve from the Community Fund 15 Cases of Coca-Cola Product for refreshments to be used at the Oneida Nation High School's Graduation Reception. Seconded by Larry Barton. Motion carried unanimously.

2. Oneida Nation High School – Prom

Motion by Larry Barton to approve from the Community Fund 15 Cases of Coca-Cola Product for refreshments to be used at the Oneida Nation High School's Prom. Seconded by Fawn Billie. Motion carried unanimously.

3. Oneida Relay-for-Life

Motion by Wesley Martin, Jr. to approve from the Community Fund 20 Cases of Coca-Cola Product to be used at the Oneida Relay-for-Life Community Event in July 2015. Seconded by Larry Barton. Motion carried unanimously.

4. Oneida Fourth of July Powwow

Motion by Jennifer Webster to approve from the Community Fund 100 Cases of Coca-Cola Product (water) to be used as part of the fundraising activities of the Powwow Committee at the Oneida Fourth of July Powwow. Seconded by Fawn Billie. Motion carried unanimously.

5. UWGB Rock Academy (summer camp) for son

Motion by Jennifer Webster to approve from the Community Fund the UWGB Summer Camp Rock Academy fees for son of requestor in the amount of $469.00. Seconded by Larry Barton. Motion carried unanimously.

6. Wisconsin Blizzard participation fees for son

Motion by Fawn Billie to approve from the Community Fund the Wisconsin Blizzard Basketball participation fees for son of requestor in the amount of $450.00. Seconded by Jennifer Webster. Motion carried unanimously.

7. YMCA Camp U-Nah-Li-Ya for daughter

Motion by Larry Barton to approve from the Community Fund the YMCA Camp U-Hah-Li-Ya fees for daughter of requestor in the amount of $[illegible]81.50. Seconded by Wesley Martin, Jr. Motion carried unanimously.

8. Oneida Cultural Enrichment Tour

Item reviewed directly after Tabled Business. Motion by Larry Barton to approve from the Community Fund the Oneida Cultural Enrichment Tour registration fees for this and the following two requests. Seconded by Jennifer Webster. Motion carried unanimously.

9. Oneida Cultural Enrichment Tour (son of requestor)
See item #8 for motion

10. Oneida Cultural Enrichment Tour (daughter of requestor)
See item #8 for motion

11. Freedom High School Band Trip to NY

Motion by Jennifer Webster to approve from the Community Fund the Freedom High School Band Trip to NY fees for daughter of requestor in the amount of $500.00. Seconded by Fawn Billie. Motion carried unanimously.

IX. Follow Up: No follow up

X. For Your Information:

1. American Gaming Systems (AGS LLC) Lease Game
David Emerson, Gaming Slots Director

MEETING CANCELED

2. GTECH USA LLC (3) Lease Games @WMSC
David Emerson, Gaming Slots Director

Motion by Larry Barton to accept as FYI items 1 & 2. Seconded by Jennifer Webster. Motion carried unanimously.

XI. Adjourn: Motion by Jennifer Webster to adjourn. Seconded by Fawn Billie. Motion carried unanimously. Meeting ended at 11:25 a.m. The next Finance Committee meeting is scheduled for Monday, March 16, 2015 at 10:00 a.m. in the BC-Executive Conference Room.

Minutes taken and transcribed by:
Denise Vigue, Executive Assistant in Finance
& Finance Committee Recording Secretary

Finance Committee E-Poll Minutes Approval Date: __March 3, 2015____

Oneida Business Committee Minutes Approval Date: ________________________

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Anthem Blue Cross Blue Shield Contract 2014-1170

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

Approve Anthem Blue Cross Blue Shield Contract 2014-1170

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Approval contract with Anthem Blue Cross and Blue Shield

3. Justification

Why BC action is required (see instructions):

Law Office indicates the OBC needs to approve the contract

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☒ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☒ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Debbie Danforth, Division Director/Operations

Requestor (if different from above): Jeffrey R Carlson

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEETING CANCELLED

ONEIDA LAW OFFICE

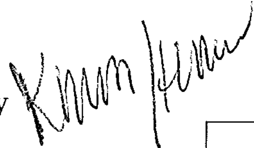
CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

Use this number on future correspondence:

2014-1170

Purchasing Department Use
______ **Contract Approved**
______ **Contract Not Approved** *(see attached explanation)*

TO: Maria J. Doxtator-Alfaro
Oneida Health Center

FROM: Kelly M. McAndrews, Staff Attorney 

DATE: March 3, 2015

RE: Anthem Blue Cross and Blue Shield-Provider Agreement - Revised

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 the Tribe's Sovereign Immunity Law.

Comments: I continue to recommend the IHS Model QHP Addendum be signed with this agreement, as it resolves some issues (see previous review). Regardless, Business Committee approval is necessary as the Agreement contains a mandatory arbitration clause (subject to JAMS- Judicial Arbitration and Mediation Services), requires compliance with the managed care organization contract and incorporates the documents between the Plan and the State of Wisconsin (in the Wisconsin Medicaid Participation Attachment).

MEETING CANCELLED

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

Use this number on future correspondence:

2014-1170

TO: Maria J. Doxtator-Alfaro
Oneida Health Center

FROM: Kelly M. McAndrews, Staff Attorney KMM

DATE: October 17, 2014

RE: Anthem Blue Cross and Blue Shield

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.

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

This contract may be impacted by Resolution #BC-[illegible]9-24-2014-A entitled Continuing Resolution for FY 20[illegible]. This contract should be reviewed for compliance with this resolution prior to signing.

✓ Not in appropriate legal form.

First, I recommend the Model QHP Addendum for Indian Health Care Providers be incorporated into the Agreement and signed by the Parties to clarify issues unique to IHS. The IHS addendum is required to be incorporated by reference in accord with Sec. 9.5 and can be incorporated into Sec. [illegible] (sample: This Agreement (including items incorporated herein by reference) *and the Model QHP Addendum for Indian Health Care Providers* constitutes the entire understanding . . .).

The Model QHP clarifies the following issues, minimally, in the agreement AND INCORPORATED PROVIDER MANUAL (incorporated at Sec. 2.10 of Agreement, subject to change on a yearly basis without approval from provider, there is a 186 page manual posted which is effective December 15, 2014) :

- Persons eligible for service (agreement- Article II, Sec. 2.1 and 2.16)
- Dispute Resolution and Arbitration (p. 9 provider manual, article VII Agreement)
- Insurance Requirements (p. 11, provider manual)
- Claims Requirements (p. 27, 43 provider manual, agreement- Article II, Sec 2.5)
- Governing law (agreement- Article IX, Sec. 9.8)

The current Agreement and Provider Manuel do not recognize the uniqueness of IHS related services and the Model QHP clarifies issues unique to Indian Health Care Providers. I have previously provided the Model QHP.

Second, please note this Agreement incorporates the Wisconsin Medicaid Participation Attachment to the Blue Cross Blue Shield Provider Agreement which states, "Provider agrees not to bill Medicaid Covered Individuals for missed appointments while enrolled in the Medicaid programs." P. 25. I mention this because there has been conversations

about billing for missed appointments, which is not prohibited by many agreements, but is prohibited by this document.

Last, after it is determined whether or not the above changes will be made and the Model QHP will be signed by the Parties, Business Committee approval is necessary as the attachments incorporate Wisconsin law and incorporate applicable state contracts, which appear to waive of sovereign immunity.

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ANTHEM BLUE CROSS AND BLUE SHIELD PROVIDER AGREEMENT

WITH

Oneida Community Health Center
And
Ka Ni Kuhli Yo Family Center

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ANTHEM BLUE CROSS AND BLUE SHIELD
PROVIDER AGREEMENT

This Provider Agreement (hereinafter "Agreement") is made and entered into by and between Blue Cross Blue Shield of Wisconsin doing business as Anthem Blue Cross and Blue Shield (hereinafter "Anthem") and **Oneida Community Health Center and Ka Ni Kuhli Yo Family Center** (hereinafter "Provider"). In consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

ARTICLE I
DEFINITIONS

"Affiliate" means any entity owned or controlled, either directly or through a parent or subsidiary entity, by Anthem, or any entity which is under common control with Anthem and that accesses the rates, terms or conditions of this Agreement. Anthem will have a current listing of such Affiliates available through a commonly available web site or upon request.

"Anthem Rate" means the lesser of Provider's Charges for Covered Services, or the total reimbursement amount that Provider and Anthem have agreed upon as set forth in the Plan Compensation Schedule ("PCS"). The Anthem Rate shall represent payment in full to Provider for Covered Services.

"Capitation" means the amount of pre-payment made by Anthem to a provider or management services organization on a per member per month basis for either specific services or the total cost of care.

"Case Rate" means the all inclusive Anthem Rate for an entire admission or one outpatient encounter. "Global Case Rate" means the all inclusive Anthem Rate which includes facility, professional and physician services for specific Coded Service Identifier(s).

"Claim" means either the uniform bill claim form or electronic claim form in the format prescribed by Plan submitted by a provider for payment by a Plan for Health Services rendered to a Covered Individual. "Complete Claim" means, unless state law otherwise requires, an accurate Claim submitted pursuant to this Agreement, for which all information necessary to process such Claim and make a benefit determination is included.

"Coded Service Identifier(s)" means a listing of descriptive terms and identifying codes, updated from time to time by the Centers for Medicare and Medicaid Services ("CMS") or other industry source, for reporting Health Services on the CMS 1500 claim form or its successor. The codes include but are not limited to, American Medical Association Current Procedural Terminology ("CPT®-4"), CMS Healthcare Common Procedure Coding System ("HCPCS"), International Classification of Diseases, 9th Revision, Clinical Modification ("ICD-9-CM"), and National Drug Code ("NDC") or their successors.

"Cost Share" means, with respect to Covered Services, an amount which a Covered Individual is required to pay under the terms of the applicable Health Benefit Plan. Such payment may be referred to as an allowance, coinsurance, copayment, deductible, penalty or other Covered Individual payment responsibility, and may be a fixed amount or a percentage of applicable payment for Covered Services rendered to the Covered Individual.

"Covered Individual" means any individual who is eligible, as determined by Plan, to receive Covered Services under a Health Benefit Plan. For all purposes related to this Agreement, including all schedules, attachments, exhibits, manual(s), notices and communications related to this Agreement, the term "Covered Individual" may be used interchangeably with the terms Insured, Covered Person, Member, Enrollee, Subscriber, Dependent Spouse/Domestic Partner, Child or Contract Holder, and the meaning of each is synonymous with any such other.

"Covered Services" means Medically Necessary Health Services, as determined by Plan and described in the applicable Health Benefit Plan, for which a Covered Individual is eligible for coverage. Covered Services do not include the preventable adverse events as set forth in the provider manual(s).

"Emergency Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in serious jeopardy to the health of the individual, or in the case of a pregnant woman, the health of the woman or her unborn

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child; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part. "Emergency Services" means those Covered Services provided in connection with an Emergency Condition.

"Encounter Data" means Claims information submitted by a Provider under capitated or risk-sharing arrangements, for Health Services rendered to Covered Individuals.

"Health Benefit Plan" means the document(s) describing the partially or wholly insured, underwritten, and/or administered, marketed health care benefits, or services program between the Plan and an employer, governmental entity, or other entity or individual.

"Health Service" means those services or supplies that a health care provider is licensed, equipped and staffed to provide and which he/she/it customarily provides to or arranges for individuals.

"Medically Necessary" or "Medical Necessity" means the definition as set forth in the Health Benefit Plan, unless a different definition is required by statute or regulation.

"Network" means a group of providers that support, through a direct or indirect contractual relationship, one or all of the product(s) and/or program(s) in which Covered Individuals are enrolled.

"Network Participating Provider" means a provider designated by Plan to participate in one or more Network(s).

"Other Payors" means persons or entities, utilizing the Network(s)/Plan Program(s) pursuant to an agreement with Anthem or an Affiliate, including without limitation, other Blue Cross and/or Blue Shield Plans that are not Affiliates, and employers or insurers providing Health Benefit Plans pursuant to insured, self-administered or self-insured programs.

"Participation Attachment" means the document(s) attached to and made a part of this Agreement which identifies the additional duties and/or obligations related to Network(s) and/or Plan Program(s).

"Percentage Rate" means the Anthem Rate that is expressed as a percentage of allowed Provider Charges.

"Per Diem Rate" means the Anthem Rate that is expressed as the all inclusive fixed payment for Covered Services rendered on a single date of service.

"Per Hour Rate" means the Anthem Rate that is applicable when payment is derived based on an increment of time multiplied by the Anthem Rate in the applicable fee schedule.

"Per Unit Rate" means the Anthem Rate that is applicable when payment is derived based on a unit of service multiplied by the Anthem Rate in the applicable fee schedule(s).

"Per Visit Rate" means the Anthem Rate that is expressed as the all inclusive fixed payment for one outpatient encounter.

"Plan" means Anthem, an Affiliate as designated by Anthem and/or an Other Payor. For purposes of this Agreement, when the term "Plan" applies to an entity other than Anthem, "Plan" shall be construed to only mean such entity.

"Plan Compensation Schedule" ("PCS") means the document(s) attached to, or made a part of this Agreement which sets forth the Anthem Rate(s) and compensation related terms for the Network(s) in which Provider participates. The PCS may include additional Provider obligations and specific Anthem compensation related terms and requirements.

"Plan Fee Schedule(s)" means the schedule of the maximum amounts that Plan will pay for Covered Services, less Cost Shares if applicable. The Plan Fee Schedule(s) applicable for the Network(s) in which Provider participates is further described in the PCS.

"Plan Program" means any program now or hereafter established, marketed, administered, sold, or sponsored by Plan, or Blue Cross Blue Shield Association ("BCBSA") (and includes the Health Benefit Plans that access, or are issued, or entered into in connection with such program). Plan Program shall include but is not limited to, a health maintenance organization(s), a preferred provider organization(s), a point of service product(s) or program(s), an exclusive provider organization(s), an indemnity product(s) or

program(s), and a quality program(s). The term Plan Program shall not include any program excluded by Plan or BCBSA.

"Provider Charges" means the regular, uniform rate or price Provider determines and submits to Anthem as charges for Health Services provided to Covered Individuals. Such Provider Charges shall be no greater than the rate or price Provider submits to any person or other health care benefit payor for the same Health Services provided, regardless of whether Provider agrees with such person or other payor to accept a different rate or price as payment in full for such services.

ARTICLE II
SERVICES/OBLIGATIONS

2.1 Covered Individual Identification. Anthem shall ensure that Plan provides a means of identifying Covered Individual either by issuing a paper, plastic, or other identification document to the Covered Individual or by a telephonic, paper or electronic communication to Provider. This identification need not include all information necessary to determine Covered Individual's eligibility at the time a Health Service is rendered, but shall include information necessary to contact Plan to determine Covered Individual's participation and the applicable Health Benefit Plan. Provider acknowledges and agrees that possession of such identification document or ability to access eligibility information telephonically or electronically, in and of itself, does not qualify the holder thereof as a Covered Individual, nor does the lack thereof mean that the person is not a Covered Individual.

2.2 Provider Non-discrimination. Provider shall provide Health Services to Covered Individuals in a manner similar to and within the same time availability in which Provider provides Health Services to any other individual. Provider will not differentiate, or discriminate against any Covered Individual as a result of his/her enrollment in a Plan, or because of race, color, creed, national origin, ancestry, religion, sex, marital status, age, disability, payment source, state of health, need for health services, status as a litigant, status as a Medicare or Medicaid beneficiary, sexual orientation, or any other basis prohibited by law. Provider shall not be required to provide any type or kind of Health Service to Covered Individuals that he/she/it does not customarily provide to others.

2.3 Publication and Use of Provider Information. Provider agrees that Anthem Plans or its designees may use, publish, disclose, and display, either directly or through a third party, information related to Provider, including but not limited to demographic information, information regarding credentialing and affiliations, performance data, Anthem Rates, and any other information related to Provider for transparency initiatives, for commercially reasonable general business purposes.

2.4 Use of Symbols and Marks. Neither party to this Agreement shall publish, copy, reproduce, or use in any way the other party's symbols, service mark(s) or trademark(s) without the prior written consent of such other party. Notwithstanding the foregoing, the parties agree that they may identify Provider as a participant in the Network(s) in which he/she/it participates.

2.5 Submission and Payment of Claims. Unless otherwise instructed, or required by state or federal law, Provider shall submit Claims to Plan, using appropriate and current Coded Service Identifier(s), within one hundred eighty (180) days from the date the Health Services are rendered or Plan will refuse payment. If Plan is the secondary payor, the one hundred eighty (180) day period will not begin until Provider receives notification of primary payor's responsibility.

2.5.1 Provider agrees to provide to Anthem, unless otherwise instructed, at no cost to Anthem, Plan or the Covered Individual, all information necessary for Plan to determine its payment liability. Such information includes, without limitation, accurate and Complete Claims for Covered Services. Once Anthem determines Plan has any payment liability, all Complete Claims will be paid in accordance with the terms and conditions of a Covered Individual's Health Benefit Plan and the PCS.

2.5.2 Provider agrees to submit Claims in a format consistent with industry standards and acceptable to Plan either (a) electronically or (b) if electronic submission is not available, utilizing paper forms.

2.5.3 If Anthem or Plan asks for additional information so that Plan may process the Claim, Provider must provide that information within sixty (60) days, or before the expiration of the one hundred eighty (180) day period referenced above, whichever is longer.

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2.5.4 In no event, shall Provider bill, collect, or attempt to collect payment from the Covered Individual for Claims Plan receives after the applicable period(s) as set forth above, regardless of whether Plan pays such Claims.

2.5.5 In all events, however, Provider shall only look for payment (except for applicable Cost Share or other obligations of Covered Individuals) from the Plan that provides the Health Benefit Plan for the Covered Individual for Covered Services rendered.

2.6 Plan Payment Time Frames. To the extent a Complete Claim is subject to Wis. Stat. § 628.46, such Complete Claim shall be paid within thirty (30) days as provided for under the terms of Sec. 628.46.

2.7 Payment in Full and Hold Harmless.

2.7.1 Provider agrees to accept as payment in full, in all circumstances, the applicable Anthem Rate whether such payment is in the form of a Cost Share, a payment by Plan, or payment by another source, such as through coordination of benefits or subrogation. Provider shall bill, collect, and accept compensation for Cost Shares. Provider agrees to make reasonable efforts to verify Cost Shares prior to billing for such Cost Shares. In no event shall Plan be obligated to pay Provider or any person acting on behalf of Provider for services that are not Covered Services, or any amounts in excess of the Anthem Rate less Cost Shares or payment by another source, as set forth above. Consistent with the foregoing, Provider agrees to accept the Anthem Rate as payment in full if the Covered Individual has not yet satisfied his/her deductible.

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2.7.2 Provider agrees that in no event, including but not limited to, nonpayment by applicable Plan, or breach of this Agreement, or Claim payment denials or adjustment requests or recoupments based on miscoding or other billing errors of any type, whether or not fraudulent or abusive, shall Provider, or any person acting on behalf of Provider, bill, charge, collect a deposit from, seek compensation from, or have any other recourse against a Covered Individual, or a person legally acting on the Covered Individual's behalf for Covered Services provided pursuant to this Agreement. This section does not prohibit Provider from collecting reimbursement for the following from the Covered Individual:

2.7.2.1 Cost Shares, if applicable;

2.7.2.2 Health Services that are not Covered Services (other than preventable adverse events). However, Provider may seek payment for a Health Service that is not Medically Necessary or is experimental/investigational only if Provider obtains a written waiver that meets the following criteria:

a) The waiver notifies the Covered Individual that the Health Service is likely to be deemed not Medically Necessary or experimental/investigational;

b) The waiver notifies the Covered Individual of the Health Service being provided and the date(s) of service;

c) The waiver notifies the Covered Individual of the approximate cost of the Health Service;

d) The waiver is signed by the Covered Individual, or a person legally acting on the Covered Individual's behalf, prior to receipt of the Health Service.

2.7.2.3 Any reduction in or denial of payment as a result of the Covered Individual's failure to comply with his/her utilization management program pursuant to his/her Health Benefit Plan, except when Provider has been designated by Anthem to comply with utilization management for the Health Service provided by Provider to the Covered Individual;

2.7.2.4 Health Services which are not payable in the Covered Individual's Health Benefit Plan because Provider does not participate in the applicable Plan Program.

2.7.3 If subject to §609.92, Wis. Stats., Provider agrees not to opt-out of its obligations thereunder as referenced in Attachment A.

2.8 Adjustments for Incorrect Payments. Provider shall refund all duplicate or erroneous Claim payments including but not limited to credit balances, regardless of the cause, including, but not limited to, payments for Claims where the Claim was miscoded or otherwise billed in error, whether or not the billing error was fraudulent or abusive, provided such erroneous payment has been identified by either party and notice of the error has been provided to Provider within one (1) year from the date of payment or explanation of payment, unless otherwise set forth in the provider manual. In lieu of a refund, Plan may offset future Claim payments.

2.9 Provider Subcontractors. Provider may fulfill some of his/her/its duties under this Agreement through subcontractors or delegates. Hereinafter, subcontractors and delegates are referred to as "subcontractors". Provider shall assure the compliance of his/her/its subcontractors with the terms and conditions of this Agreement as applicable, including, but not limited to, the Payment in Full and Hold Harmless provisions of section 2.7 hereof. Provider shall be solely responsible to pay subcontractor for any Health Services. If Anthem has a direct contract with the subcontractor ("direct contract"), the direct contract shall prevail over this Agreement.

2.10 Compliance with Provider Manual(s) and Policies, Programs and Procedures. Provider agrees to abide by, and comply with, Anthem's provider manual(s) and all other policies, programs and procedures (collectively "Policies") established and implemented by Plan. Anthem or its designees may modify the provider manual(s) and Policies by making a good faith effort to provide notice to Provider at least forty-five (45) days in advance of the effective date of material modifications thereto.

2.11 In Network Referrals and Transfers. Provider shall use best efforts when medically appropriate, to refer and transfer Covered Individuals to Network/Participating Providers. Additionally, Provider represents and warrants that Provider does not give, provide, condone or receive any incentives or kickbacks, monetary or otherwise, in exchange for the referral of a Covered Individual, and if a Claim for payment is attributable to an instance in which Provider provided or received an incentive or kickback in exchange for the referral, such Claim shall not be payable and, if paid in error, shall be refunded to Anthem.

2.12 Programs and Provider Panels. Provider acknowledges that as of the Effective Date, it participates only in those Networks designated on the signature page. Provider acknowledges that Plan may have, develop, or contract to develop, various networks or programs that have a variety of provider panels, program components and other requirements, and that Plan may discontinue or modify such networks or programs. In addition to those Networks designated on the signature page of the Agreement, Anthem may also identify Provider as a Network/Participating Provider in additional Networks and/or products designated in writing from time to time by Anthem. The terms and conditions of Provider's participation as a Network/Participating Provider in such Networks and/or products shall be on the terms and conditions as set forth in this Agreement unless otherwise agreed to in writing by Provider and Anthem.

2.12.1 Provider further acknowledges and understands that Anthem participates in the Federal Employees Health Benefit Program ("FEHBP") - the health insurance plan for federal employees. Provider further understands and acknowledges that the FEHBP is a federal government program and the requirements of the program are subject to change at the sole direction and discretion of the United States Office of Personnel Management. Provider agrees to abide by the rules, regulations and other requirements of the FEHBP as they exist and as they may be amended or changed from time to time. Provider further agrees that in the event of a conflict between this Agreement and/or the provider manual, and the rules/regulations/other requirements of the FEHBP, the terms of the rules/regulations/other requirements of the FEHBP shall control.

2.13 Provider's Inability to Carry Out Duties. Provider shall promptly send written notice, in accordance with the Notice section of this Agreement, to Anthem of:

2.13.1 Any change in Provider's business address;

2.13.2 Any legal, governmental, or other action involving Provider which could materially impair the ability of Provider to carry out his/her/its duties and obligations under this Agreement, except for temporary emergency diversion situations; or

2.13.3 Any change in accreditation, provider affiliation, insurance, licensure, certification or eligibility status, or other relevant information regarding Provider's practice or status in the medical community.

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2.14 Provider Credentialing. Where applicable, Provider agrees that he/she/it meets Anthem's credentialing standards or other applicable standards of participation for Networks in which Provider participates. A description of the credentialing program or applicable standards of participation, including any applicable accreditation requirements, is set forth in the provider manual(s).

2.15 Adjustment Requests. If Provider believes a Claim has been improperly adjudicated for a Covered Service for which Provider timely submitted a Claim to Plan, Provider must submit a request for an adjustment to Plan within one (1) year from the date of Plan's payment or explanation of payment, unless otherwise set forth in the provider manual. The request must be submitted in accordance with Plan's payment inquiry process. Requests for adjustments submitted after this date may be denied for payment, and Provider will not be permitted to bill Anthem, Plan, or the Covered Individual for those services for which payment was denied.

2.16 Blue Cross Blue Shield Out of Area Program. Provider agrees to provide Covered Services to any person who is covered under another BCBSA out of area or reciprocal programs and to submit Claims for payment in accordance with current BCBSA Claims filing guidelines. Provider agrees to accept payment by Plan at the Anthem Rate for the equivalent Network as payment in full except Provider may bill, collect and accept compensation for Cost Shares. The provisions of this Agreement shall apply to Provider Charges for Covered Services under the out of area or reciprocal programs. Provider further agrees to comply with other similar programs of the BCBSA. For Covered Individuals who are enrolled under BCBSA out of area or reciprocal programs, Provider shall comply with the applicable Plan's utilization management policies.

2.17 Supervision of Services. Provider agrees that all Health Services provided to Covered Individuals under this Agreement shall be provided by Provider or by a qualified person under Provider's direction. Provider shall warrant that any nurse or other health professionals employed by or providing services for Provider shall be duly licensed or certified under applicable law.

2.18 Pass-Through Charges. Provider agrees not to pass through to Plan or the Covered Individual any charges which Provider incurs as a result of providing supplies or making referrals to another provider or entity. Examples include, but are not limited to, pass-through charges associated with laboratory services, pathology services, radiology services and durable medical equipment. If Anthem has a direct contract with the subcontractor, the direct contract shall prevail over this Agreement.

2.19 Coordination of Benefits/Subrogation. Provider agrees to cooperate with Plan regarding subrogation and coordination of benefits, as set forth in the provider manual, and to notify Plan promptly after receipt of information regarding any Covered Individual who may have a Claim involving subrogation or coordination of benefits.

2.20 Preventable Adverse Events. Notwithstanding any provision in this Agreement to the contrary, when any preventable adverse event as set forth in the provider manual(s) occurs with respect to a Covered Individual, the Provider shall neither bill, nor seek to collect from, nor accept any payment from Plan or Covered Individual for such event. If Provider receives any payment from Plan or Covered Individual for such event, it shall refund such payment within ten (10) business days of becoming aware of such receipt. Further, Provider shall cooperate with Anthem, to the extent reasonable, in any Anthem initiative designed to help analyze or reduce such preventable adverse events.

2.21 Cost Effective Care. Provider shall provide Covered Services in the most cost effective, clinically appropriate setting and manner.

2.22 Covered Individual Grievance Procedure. Provider agrees to fully cooperate with any applicable Covered Individual grievance procedure. Provider shall, in accordance with applicable law (including without limitation, Wis. Admin. Code § Ins 18.03(2)(c), as amended from time to time), provide Plan with necessary records and responses to questions regarding quality issues, Covered Individual grievances or complaints. The information shall be provided within ten (10) business days of Anthem's request. Claims of Provider's medical malpractice shall not be subject to said grievance procedure. This provision shall survive termination of this Agreement with respect to Covered Services rendered to Covered Individuals prior to termination.

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ARTICLE III
CONFIDENTIALITY/RECORDS

3.1 Proprietary Information. Except as otherwise provided herein, all information and material provided by either party in contemplation of or in connection with this Agreement remains proprietary to the disclosing party. This Agreement, including but not limited to the Anthem Rates, is Anthem's proprietary information. Neither party shall disclose any information proprietary to the other, or use such information or material except: (1) as otherwise set forth in this Agreement; (2) as may be required to perform obligations hereunder; (3) as required to deliver Health Services or administer a Health Benefit Plan; (4) to Plan or its designees; (5) upon the express written consent of the parties; or (6) as required by law or regulation, except that either party may disclose such information to its legal advisors, lenders and business advisors, provided that such legal advisors, lenders and business advisors agree to maintain confidentiality of such information.

3.2 Confidentiality of Personally Identifiable Information. Both parties agree to abide by state and federal laws and regulations regarding confidentiality of the Covered Individual's personally identifiable information.

3.3 Network Provider/Patient Discussions. Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions or limitations associated with a Health Benefit Plan, Provider shall not be prohibited from discussing fully with a Covered Individual any issues related to the Covered Individual's health including recommended treatments, treatment alternatives, treatment risks and the consequences of any benefit coverage or payment decisions made by Plan or any other party. Nothing in this Agreement shall prohibit Provider from disclosing to the Covered Individual the general methodology by which Provider is compensated under this Agreement. Plan shall not refuse to allow or to continue the participation of any otherwise eligible provider, or refuse to compensate Provider in connection with services rendered, solely because Provider has in good faith communicated with one or more of his/her/its current, former or prospective patients regarding the provisions, terms or requirements of a Health Benefit Plan as they relate to the health needs of such patient.

3.4 Plan Access to and Requests for Provider Records. Provider shall comply with all applicable state and federal record keeping requirements, and, as set forth in the provider manual(s), shall permit Plan or its designees to have, with appropriate working space and without charge, on-site access to and the right to examine, audit, photocopy, excerpt and transcribe any books, documents, papers, and records related to Covered Individual's medical and billing information within the possession of Provider and inspect Provider's operations, which involve transactions relating to Covered Individuals and as may be reasonably required by Plan in carrying out its responsibilities and programs, including but not limited to, assessing quality of care, Medical Necessity, appropriateness of care, accuracy of payment, compliance with this Agreement, and for research. In lieu of on-site access, at Plan's request, Provider shall submit records to Plan, the Covered Individual or their respective designees via photocopy or electronic transmittal at no charge. Provider shall make such records available to the state and federal authorities involved in assessing quality of care or investigating Covered Individual grievances or complaints.

3.5 Transfer of Medical Records. Provider shall share the Covered Individual's medical records, and forward medical records and clinical information in a timely manner to other healthcare providers treating a Covered Individual, at no cost to Anthem, Plan, a Covered Individual, or other treating healthcare providers.

ARTICLE IV
INSURANCE

4.1 Anthem Insurance. Anthem shall self-insure or maintain insurance as shall be necessary to insure Anthem and its employees, acting within the scope of their duties.

4.2 Provider Insurance. Provider shall self-insure or maintain insurance in types and amounts acceptable to Anthem as set forth in the provider manual(s).

ARTICLE V
RELATIONSHIP OF THE PARTIES

5.1 Relationship of the Parties. For purposes of this Agreement, Anthem and Provider are and will act at all times as independent contractors. Nothing in this Agreement shall be construed, or be deemed to create, a relationship of employer or employee or principal and agent, or any relationship other than that of independent entities contracting with each other for the purposes of effectuating this Agreement. In no way shall Anthem or Plan be construed to be providers of Health Services or responsible for the provision of

such Health Services. Provider shall be solely responsible to the Covered Individual for treatment and medical care with respect to the provision of Health Services.

5.2 Blue Cross Blue Shield Association (BCBSA). Provider hereby expressly acknowledges his/her/its understanding that this Agreement constitutes a contract between Provider and Anthem, that Anthem is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and/or Blue Shield Plans ("Association"), permitting Anthem to use the Blue Cross and/or Blue Shield Service Marks in the state (or portion of the state) where Anthem is located, and that Anthem is not contracting as the agent of the Association. Provider further acknowledges and agrees that he/she/it has not entered into this Agreement based upon representations by any person other than Anthem, and that no person, entity or organization other than Anthem shall be held accountable or liable to Provider for any of Anthem's obligations to Provider created under this Agreement. Provider has no license to use the Blue Cross and/or Blue Shield names, symbols, or derivative marks (the "Brands") and nothing in the Agreement shall be deemed to grant a license to Provider to use the Brands. Any references to the Brands made by Provider in his/her/its own materials are subject to review and approval by Anthem. This section shall not create any additional obligations whatsoever on the part of Plan other than those obligations created under the provisions of this Agreement.

5.3 Contracting Party. If Provider is a partnership, corporation, or any other entity other than an individual, all references herein to "Provider" shall also mean and refer to each individual within such entity who Provider certifies is owned or employed by Provider, and who has applied for and been accepted by Plan as a Network/Participating Provider.

ARTICLE VI
INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Indemnification. Anthem and Provider shall each indemnify, defend and hold harmless the other party, and his/her/its directors, officers, employees, agents and subsidiaries, from and against any and all losses, claims, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and costs) arising from third party claims resulting from the indemnifying party's failure to perform his/her/its obligations under this Agreement, and/or the indemnifying party's violation of any law, statute, ordinance, order, standard of care, rule or regulation. The obligation to provide indemnification under this Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with prompt written notice of any claim for which indemnification is sought, allowing the indemnifying party to control the defense and settlement of such claim, provided however that the indemnifying party agrees not to enter into any settlement or compromise of any claim or action in a manner that admits fault or imposes any restrictions or obligations on an indemnified party without that indemnified party's prior written consent which will not be unreasonably withheld, and cooperating fully with the indemnifying party in connection with such defense and settlement.

6.2 Limitation of Liability. Regardless of whether there is a total and fundamental breach of this Agreement or whether any remedy provided in this Agreement fails of its essential purpose, in no event shall either of the parties hereto be liable for any amounts representing loss of revenues, loss of profits, loss of business, the multiple portion of any multiplied damage award, or incidental, indirect, consequential, special or punitive damages, whether arising in contract, tort (including negligence), or otherwise regardless of whether the parties have been advised of the possibility of such damages, arising in any way out of or relating to this Agreement. Further, in no event shall Plan be liable to Provider for any extracontractual damages relating to any claim or cause of action assigned to Provider by any person or entity.

6.3 Period of Limitations. Unless otherwise provided for in this Agreement, the provider manual(s), or Policies, neither party shall commence any action at law or equity, including but not limited to, an arbitration demand, against the other to recover on any legal or equitable claim arising out of this Agreement more than two (2) years after the events which gave rise to such claim, unless compliance with this section would compel a party to violate the terms of the Health Benefit Plan. The deadline for initiating an action shall not be tolled by the appeal process, provider dispute resolution process or any other administrative process. To the extent a dispute is timely commenced, it will be administered in accordance with Article VII of this Agreement.

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ARTICLE VII
DISPUTE RESOLUTION AND ARBITRATION

7.1 Dispute Resolution. All disputes between Anthem and Provider arising out of or related in any manner to this Agreement shall be resolved using the dispute resolution and arbitration procedures as set forth below. Provider shall exhaust any other applicable provider appeal/provider dispute resolution procedures and any applicable state law exhaustion requirements as a condition precedent to Provider's right to pursue the dispute resolution and arbitration procedures as set forth below.

7.1.1 In order to invoke the dispute resolution procedures in this Agreement, a party first shall send to the other party a written demand letter that contains a detailed description of the dispute and all relevant underlying facts, a detailed description of the amount(s) in dispute and how they have been calculated and any other information that the Anthem provider manual(s) may require Provider to submit with respect to such dispute. If the total amount in dispute as set forth in the demand letter is less than two hundred thousand dollars ($200,000), exclusive of interest, costs, and attorneys' fees then within twenty (20) calendar days following the date on which the receiving party receives the demand letter, representatives of each party's choosing shall meet to discuss the dispute in person or telephonically in an effort to resolve the dispute. If the total amount in dispute as set forth in the demand letter is two hundred thousand dollars ($200,000) or more, exclusive of interest, costs, and attorneys' fees, then within ninety (90) calendar days following the date of the demand letter, the parties shall engage in non-binding mediation in an effort to resolve the dispute unless both parties agree in writing to waive the mediation requirement. The parties shall mutually agree upon a mediator, and failing to do so, Judicial Arbitration and Mediation Services ("JAMS") shall be authorized to appoint a mediator.

7.2 Arbitration. Any dispute within the scope of subsection 7.1.1 that remains unresolved at the conclusion of the applicable process outlined in subsection 7.1.1 shall be resolved by binding arbitration in the manner as set forth below. Except to the extent as set forth below, the arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures, provided, however, that the parties may agree in writing to further modify the JAMS Comprehensive Arbitration Rules and Procedures. The parties agree to be bound by the findings of the arbitrator(s) with respect to such dispute, subject to the right of the parties to appeal such findings as set forth herein. No arbitration demand shall be filed until after the parties have completed the dispute resolution efforts described in section 7.1 above.

7.2.1 Selection and Replacement of Arbitrator(s). If the total amount in dispute as set forth in the demand letter is less than two million dollars ($2,000,000), exclusive of interest, costs, and attorneys' fees, the dispute shall be decided by a single arbitrator selected, and replaced when required, in the manner described in the JAMS Comprehensive Arbitration Rules and Procedures. If the total amount in dispute as set forth in the demand letter is two million dollars ($2,000,000) or more, exclusive of interest, costs, and attorneys' fees, the dispute shall be decided by an arbitration panel consisting of three (3) arbitrators, unless the parties agree in writing that the dispute shall be decided by a single arbitrator.

7.2.2 Appeal. If the total amount of the arbitration award is five million dollars ($5,000,000) or more, inclusive of interest, costs, and attorneys' fees, the parties shall have the right to appeal the decision of the arbitrator(s) pursuant to the JAMS Optional Arbitration Appeal Procedure. In reviewing a decision of the arbitrator(s), the appeal panel shall apply the same standard of review that a United States Court of Appeals would apply in reviewing a similar decision issued by a United States District Court in the jurisdiction in which the arbitration hearing was held.

7.2.3 Waiver of Certain Claims. The parties, on behalf of themselves and those that they may now or hereafter represent, each agree to and do hereby waive any right to join or consolidate claims in arbitration by or against other individuals or entities to pursue, on a class basis, any dispute; provided however, that if an arbitrator or court of competent jurisdiction determines that such waiver is unenforceable for any reason with respect to a particular dispute, then the parties agree that section 7.2 shall not apply to such dispute and that such dispute shall be decided instead in a court of competent jurisdiction.

ARTICLE VIII
TERM AND TERMINATION

8.1 Term of Agreement. The term of this Agreement shall commence at 12:01 AM on the Effective Date and shall continue in effect until such time it is terminated as provided herein.

8.2 Termination Without Cause. Either party may terminate this Agreement without cause at any time by giving at least one hundred eighty (180) days prior written notice of termination to the other party.

8.3 Breach of Agreement. Except for circumstances giving rise to the Termination With Cause section, if either party fails to comply with or perform when due any material term or condition of this Agreement, the other party shall notify the breaching party of its breach in writing stating the specific nature of the material breach, and the breaching party shall have thirty (30) days to cure the breach. If the breach is not cured to the reasonable satisfaction of the non-breaching party within said thirty (30) day period, the non-breaching party may terminate this Agreement by providing written notice of such termination to the other party. The effective date of such termination shall be no sooner than sixty (60) days after such notice of termination.

8.4 Termination With Cause.

8.4.1 This Agreement may be terminated immediately by Anthem if:

8.4.1.1 Provider commits any act or conduct for which his/her/its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations or to provide Health Services are lost or voluntarily surrendered in whole or in part; or

8.4.1.2 Provider commits a fraud or makes any material misstatements or omissions on any documents related to this Agreement which it submits to Anthem or to a third party; or

8.4.1.3 Provider files for bankruptcy, or makes an assignment for the benefit of its creditors without Anthem's written consent, or if a receiver is appointed; or

8.4.1.4 Provider's insurance coverage as required by this Agreement lapses for any reason; or

8.4.1.5 Provider fails to maintain compliance with Anthem's credentialing standards or other applicable standards for participation; or

8.4.1.6 Anthem reasonably believes based on Provider's conduct or inaction, or allegations of such conduct or inaction, that the well-being of patients may be jeopardized; or

8.4.1.7 Provider has been abusive to a Covered Individual, an Anthem employee or representative; or

8.4.1.8 Provider and/or his/her/its employees, contractors, subcontractors, or agents are identified as ineligible persons on the General Services Administration list of Parties Excluded from Federal Programs and/or HHS/OIG List of Excluded Individuals/Entities, and in the case of an employee, contractor, subcontractor or agent fails to remove such individual from responsibility for, or involvement with, the Provider's business operations related to this Agreement; or

8.4.1.9 Provider is convicted of a felony or misdemeanor.

8.4.2 This Agreement may be terminated immediately by Provider if:

8.4.2.1 Anthem commits any act or conduct for which its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations are lost or voluntarily surrendered in whole or in part; or

8.4.2.2 Anthem commits a fraud or makes any material misstatements or omissions on any documents related to this Agreement which it submits to Provider or to a third party; or

8.4.2.3 Anthem files for bankruptcy, or if a receiver is appointed; or

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8.4.2.4 Anthem's insurance coverage as required by this Agreement lapses for any reason.

8.4.3 If applicable, Anthem reserves the right to terminate individual providers under the terms hereof while continuing the Agreement for one or more providers in a group.

8.4.4 Anthem shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Provider as set forth in subsection 9.3.2.

8.5 Transactions Prior to Termination. Termination shall have no effect on the rights and obligations of the parties arising out of any transaction occurring prior to the date of such termination.

8.6 Continuance of Care-Termination. Unless otherwise set forth in this Agreement, the Health Benefit Plan, or required by statute or regulation, Continuance of Care-Termination shall apply as follows: Provider shall, upon termination of this Agreement for reasons other than the grounds set forth in the Termination With Cause section of this Agreement, pursuant to 609.24, Wis. Stats., continue to provide and be compensated for Covered Services rendered to Covered Individuals under the terms and conditions of this Agreement until the earlier of such time that: (1) the Covered Individual has completed the course of treatment; or (2) reasonable and medically appropriate arrangements have been made for a Network/Participating Provider to render Health Services to the Covered Individual. Provider shall comply with the notice posting requirements of INS 9.35(1m) (if applicable).

8.7 Continuance of Care-Insolvency. Unless otherwise set forth in the Health Benefit Plan, or required by statute or regulation, in the event of a Plan's or an Other Payor's insolvency or other cessation of operations, Provider shall continue to provide Covered Services to Covered Individuals of such Plan or Other Payor in accordance with this Agreement until the earlier of: (i) the expiration of the period through which the premium has been paid for coverage under the applicable Health Benefit Plan; or (ii) the expiration of such other period as may be required by laws or regulations applicable to the Provider, the Plan or the Other Payor. Provider agrees not to bill or otherwise pursue Covered Individual for Covered Services for which such Covered Person is not liable under §609.91, Wis. Stats. This section will be construed in favor of the Covered Individual and supersedes any oral or written contrary agreement between Provider and a Covered Individual or the representative of a Covered Individual if the contrary agreement is inconsistent with this provision or the provisions of this Agreement regarding continuance of care after termination of this Agreement.

8.8 Survival. In the event of termination of the Agreement, the following provisions shall survive:

8.8.1 Publication and Use of Provider Information (Section 2.3) excluding transparency information;

8.8.2 Payment in Full and Hold Harmless (Section 2.7);

8.8.3 Adjustments for Incorrect Payments (Section 2.[illegible]);

8.8.4 Confidentiality/Records (Article III);

8.8.5 Indemnification and Limitation of Liability (Article VI);

8.8.6 Dispute Resolution and Arbitration (Article VII);

8.8.7 Continuance of Care-Termination (Section 8.6); and

8.8.8 Continuance of Care-Insolvency (Section 8.7).

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ARTICLE IX
GENERAL PROVISIONS

9.1 Amendment. Except as otherwise provided for in this Agreement, Anthem retains the right to amend this Agreement, the Anthem Rate, any attachments or addenda by making a good faith effort to provide notice to Provider at least forty five (45) days in advance of the effective date of the amendment. If Provider decides not to accept the amendment, Provider has the right to terminate this Agreement without the amendment taking effect by providing written notice within thirty (30) days from receipt of such notice from Anthem. Provider's termination shall take effect on the later of the amendment effective date identified by Anthem or ninety (90) days from the date Provider has provided notice of his/her/its intention to terminate pursuant to

this section. Failure of Provider to provide such notice to Anthem within the time frames described herein will constitute acceptance of the amendment by Provider.

9.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the respective legal successors and assignees of the parties. However, neither this Agreement, nor any rights or obligations hereunder may be assigned, either by operation of law or otherwise, transferred in whole or in part, without the prior written consent of the other party, except that Anthem retains the right to assign, either by operation of law or otherwise, transfer in whole or in part, this Agreement to an Affiliate or to delegate any rights or obligations under this Agreement to a designee.

9.3 Scope/Change in Status.

9.3.1 Anthem and Provider agree that this Agreement applies to Health Services rendered at the Provider's location(s) on file with Anthem. Anthem may, if in Anthem's judgment the circumstances require such, limit this Agreement to Provider's locations, operations or business or corporate form, status or structure in existence on the Effective Date of this Agreement and prior to the occurrence of any of the following events:

9.3.1.1 Provider sells all or substantially all of his/her/its assets; or

9.3.1.2 Provider transfers control of his/her/its management or operations to any third party, including Provider entering into a management contract with a physician practice management company which does not manage Provider as of the Effective Date of this Agreement, or there is a subsequent change in control of Provider's current management company; or

9.3.1.3 Provider acquires or controls any other medical practice or entity or is in any manner otherwise acquired or controlled by any other party, whether by purchase, merger, consolidation, alliance, joint venture, partnership, association or expansion; or

9.3.1.4 Provider otherwise changes his/her/its locations, business or operations, or business or corporate form or status; or

9.3.1.5 Provider creates or otherwise operates a licensed health maintenance organization or commercial health plan (whether such creation or operation is direct or through a Provider affiliate).

9.3.2 Without limiting any of Anthem's rights as set forth elsewhere in this Agreement, Anthem shall have the right to terminate this Agreement upon thirty (30) days written notice to Provider if Anthem determines, that as a result of any of the transactions listed in subsection 9.3.1, Provider cannot satisfactorily perform the obligations of Provider hereunder, or cannot comply with one or more of the terms and conditions of this Agreement, including but not limited to the confidentiality provisions herein; or Anthem elects in its reasonable business discretion not to do business with Provider, the successor entity or new management company, as a result of one or more of the events as set forth in subsection 9.3.1.

9.3.3 Provider shall provide Anthem with thirty (30) days prior written notice of:

9.3.3.1 A change in providers who are part of the group, if applicable. Any new providers must meet Anthem's credentialing standards or other applicable standards prior to being designated as a Network/Participating Provider; or

9.3.3.2 Any new physical location, tax identification number, mailing address or similar demographic information; or

9.3.3.3 A change in operations, business or corporate form as set forth in subsections 9.3.1.1 through 9.3.1.5 above.

9.4 Definitions. Unless otherwise specifically noted, the definitions as set forth in Article I of this Agreement will have the same meaning when used in any attachment, the provider manual(s) and Policies.

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9.5 Entire Agreement. This Agreement (including items incorporated herein by reference) constitutes the entire understanding between the parties and supersedes all prior oral or written agreements between them with respect to the matters provided for herein. If there are any conflicts between any of the provisions of this Agreement and the provider manual, this Agreement will take precedence.

9.6 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of his/her/its obligations hereunder for any reason beyond his/her/its reasonable control, including without limitation, acts of God, acts of any public enemy, floods, statutory or other laws, regulations, rules, or orders of the federal, state, or local government or any agency thereof.

9.7 Compliance with Federal and State Laws. Anthem and Provider agree to comply with all requirements of the law relating to their obligations under this Agreement, and maintain in effect all permits, licenses and governmental and board authorizations and approvals as necessary for business operations. Provider agrees that he/she/it shall be and remain licensed and certified (including Medicare certification in unqualified, unrestricted status) in accordance with all state and federal laws and regulations (including those applicable to utilization review and Claims payment) relating to the provision of provider services to Covered Individuals. Provider shall supply evidence of such licensure, compliance and certifications to Anthem upon request. Provider further agrees to immediately notify Anthem if he/she/it loses or voluntarily surrenders such licensure, accreditation, permits, authorizations or approvals, or when applicable no longer meets Anthem's credentialing standards. From time to time legislative bodies, boards, departments or agencies may enact, issue or amend laws, rules, or regulations pertinent to this Agreement. Both parties agree to immediately abide by all said laws, rules, or regulations to the extent applicable, and to cooperate with the other to carry out any responsibilities placed upon the other by said laws, rules, or regulations, subject to the other's right to terminate as set forth under this Agreement. In the event of a conflict between this section and any other provision in this Agreement, this section shall control.

9.7.1 In addition to the foregoing, Provider warrants and represents that at the time of entering into this Agreement, neither he/she/it nor any of his/her/its employees, contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at http://www.epls.gov/ or its successor) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet at http://www.oig.hhs.gov/fraud/exclusions.asp or its successor) or as otherwise designated by the Federal government. If Provider or any employees, subcontractors or agents thereof becomes an ineligible person after entering into this Agreement or otherwise fails to disclose his/her/its ineligible person status, Provider shall have an obligation to (1) immediately notify Anthem of such ineligible person status and (2) within ten (10) days of such notice, remove such individual from responsibility for, or involvement with, the Provider's business operations related to this Agreement.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where Anthem is located, as identified by the legal entity name in the preamble, unless such state laws are otherwise preempted by federal law. However, coverage issues specific to a Health Benefit Plan are governed by the state laws where the Health Benefit Plan is issued, unless such state laws are otherwise preempted by federal law.

9.9 Intent of the Parties. It is the intent of the parties that this Agreement is to be effective only in regards to their rights and obligations with respect to each other; it is expressly not the intent of the parties to create any independent rights in any third party or to make any third party a third party beneficiary of this Agreement, except to the extent specified in the Payment in Full and Hold Harmless section of this Agreement.

9.10 Non-Exclusive Participation. None of the provisions of this Agreement shall prevent Provider or Plan from participating in or contracting with any provider, preferred provider organization, health maintenance organization/health insuring corporation, or any other health delivery or insurance program. Provider acknowledges that Plan does not warrant or guarantee that Provider will be utilized by any particular number of Covered Individuals.

9.11 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be delivered by electronic mail, by facsimile, by hand, or by mail. Unless specified otherwise in writing by a party, Anthem shall send Provider notice to an address that Anthem has on file for Provider, and notice initiated by Provider shall be sent to Anthem's address as set forth on the signature page. Notice shall be effective upon the marked date associated with the corresponding delivery method noted above. Notwithstanding the foregoing, Anthem may post updates to its provider manual(s) and

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Policies on its web site.

9.12 Severability. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If one or more provisions of the Agreement are invalid, illegal or unenforceable and an amendment to the Agreement is necessary to maintain its integrity, the parties shall make commercially reasonable efforts to negotiate an amendment to this Agreement and any attachments or addenda to this Agreement which could reasonably be construed not to contravene such statute, regulation, or interpretation. In addition, if such invalid, unenforceable or materially affected provision(s) may be severed from this Agreement and/or attachments or addenda to this Agreement without materially affecting the parties' intent when this Agreement was executed, then such provision(s) shall be severed rather than terminating the Agreement or any attachments or addenda to this Agreement.

9.13 Waiver. Neither the waiver by either of the parties of a breach of any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasion, to enforce any of the provisions of this Agreement, shall thereafter be construed as a waiver of any subsequent breach of any of the provisions of this Agreement.

9.14 Abandonment. Nothing herein shall be construed as authorizing or permitting Provider to abandon any patient.

9.15 Exchanges. Unless specifically set forth on the Network listing on the signature page and/or in the PCS or as otherwise designated by Anthem, the Anthem Rate shall not apply to any products or Plan Programs which Anthem may offer on state-based, regional or federal health insurance exchanges ("Exchanges") established by the Patient Protection and Affordable Care Act.

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Each party warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

PROVIDER LEGAL NAME: **Oneida Community Health Center and Ka Ni Kuhli Yo Family Center**

By: ______________________________ ______________________________
Signature, Authorized Representative of Provider(s) Date

Printed: ______________________________ ______________________________
Name Title

Address 525 Airport Road — Oneida WI 54155
Street City State Zip

Tax Identification Number (TIN) 396081138

NPI Number: 1740278308

Phone Number: 920-869-4[illegible]1

Blue Cross Blue Shield of Wisconsin doing business as Anthem Blue Cross and Blue Shield

ANTHEM INTERNAL USE ONLY

THE EFFECTIVE DATE OF THIS AGREEMENT IS: ______________________________

By: ______________________________ ______________________________
Signature, Authorized Representative of Anthem Date

Printed: John Foley — Regional Vice President, Provider Solutions
Name Title

Address N17 W24340 Riverwood Drive — Waukesha WI 53188
Street City State Zip

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As of the Effective Date of this Agreement, Provider will be designated as a Network/Participating Provider in the following:

<u>Commercial lines of business:</u>
Health Benefit Plans in which Covered Individuals have access to a network of providers and receive an enhanced level of benefits when they obtain Covered Services from Network/Participating Providers regardless of product licensure status or funding source. Such Health Benefit Plans include but are not limited to:

- HMO (includes group HMO and POS products such as: Blue Preferred and Blue Preferred Plus and CDHP)
- PPO (includes PPO products such as: Blue Access and CDHP)
- Indemnity/Traditional/Standard (includes indemnity/traditional/standard products such as: Traditional)
- Other State Specific (such as: Blue Priority - WI, Blue Priority X - WI)

<u>Governmental lines of business:</u>
Health Benefit Plans issued pursuant to an agreement between Plan and the federal or state government and in which Covered Individuals have access to a network of providers and receive an enhanced level of benefits when they obtain Covered Services from Network/Participating Providers regardless of product licensure status. Such Health Benefit Plans include but are not limited to:

- Medicare HMO (includes group HMO and POS products such as: Medicare Advantage HMO)
- Medicare PPO (includes PPO products such as: Medicare Advantage PPO)
- Medicaid

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ATTACHMENT A - WISCONSIN STATUTES §609.91 AND §609.94 ACKNOWLEDGEMENT APPLICABLE TO SERVICES RENDERED BY PROVIDER IN HMO PROGRAM

Ins 9 APPENDIX C

NOTICE

THIS NOTICE DESCRIBES HOLD-HARMLESS PROVISIONS WHICH AFFECT YOUR ABILITY TO SEEK RECOURSE AGAINST HMO ENROLLEES FOR PAYMENT FOR SERVICES

Section 609.94, Wis. Stat., requires each health maintenance organization insurer ("HMO insurer"), to provide a summary notice to all of its participating providers of the statutory limitations and requirements in Sections 609.91 to 609.935, and 609.97 (l), Wis. Stats.

SUMMARY

Under Wisconsin law a health care provider may not hold HMO enrollees or policyholders ("enrollees") liable for costs covered under an HMO policy if the provider is subject to statutory provisions, which "hold harmless" the enrollees. For most health care providers application of the statutory hold-harmless is "mandatory" or it applies unless the provider elects to "opt-out." A provider permitted to "opt-out" must file timely notice with the Wisconsin Office of the Commissioner of Insurance ("OCI").

Some types of provider care are subject to the statutes only if the provider voluntarily, "opts-in." An HMO may partially satisfy its regulatory capital and surplus requirements if health care providers elect to remain subject to the statutory hold-harmless provisions.

This notice is only a summary of the law. Every effort has been made to accurately describe the law. However, if this summary is inconsistent with a provision of the law or incomplete, the law will control.

Filings for exemption with OCI must be on the prescribed form in order to be effective.

HOLD HARMLESS

A health care provider who is subject to the statutory hold-harmless provisions is prohibited from seeking to recover health care costs from an enrollee. The provider may not bill, charge, collect a deposit from, seek remuneration or compensation from, file or threaten to file with a credit reporting agency or have any recourse against an enrollee or any person acting on the enrollee's behalf, for health care costs for which the enrollee is not liable. The prohibition on recovery does not affect the liability of an enrollee for any Cost Shares, or for premiums owed under the policy or certificate issued by the HMO.

A. MANDATORY FOR HOLD HARMLESS. An enrollee of an HMO insurer is not liable to a health care provider for health care costs that are covered under a policy by that HMO if:

1. Care is provided by a provider who is an Affiliate of the HMO insurer, owns at least five percent (5%) of the voting securities of the HMO, is directly or indirectly involved with the HMO through direct or indirect selection of or representation by one or more board members, or is an Individual Practice Association ("IPA") and is represented, or an Affiliate is represented, by one of at least three HMO insurer board members who directly or indirectly represent one or more IPAs or affiliates of IPAs; or

2. Care is provided by a provider under a contract with or through membership in an organization identified in 1; or

3. To the extent the charge exceeds the amount the HMO has contractually agreed to pay the provider for that health care service; or

4. The care is provided to an enrolled medical assistance recipient under a Department of Health and Retail Services prepaid health care policy.

5. The care is required to be provided under the requirements of Ins 9.35 Wis. Adm. Code.

B. "OPT-OUT" HOLD HARMLESS.

If the conditions described in A do not apply, the provider will be subject to the statutory hold-harmless unless the provider files timely election with OCI to be exempt if the health care is:

1. Provided by a hospital or an IPA; or

2. A physician service, or other provider services, equipment, supplies or drugs that are ancillary or incidental to such services and are provided under a contract with the HMO or are provided by a provider selected by the HMO insurer; or

3. Provided by a provider, other than a hospital, under a contract with or through membership in an IPA that has not elected to be exempt. Note that only the IPA may file election to exempt care provided by its member providers from the statutory hold harmless. (See Exemptions and Elections, No. 4.)

C. "OPT-IN" HOLD HARMLESS.

If a provider of health care is not subject to the conditions described in A or B, the provider may elect to be subject to the statutory hold-harmless provisions by filing a notification with OCI stating that the provider elects to be subject with respect to a specific HMO insurer. A provider may terminate such a notice of election by stating the termination date in that notice or in a separate notification.

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CONDITIONS NOT AFFECTING IMMUNITY

An enrollee's immunity under the statutory hold harmless is not affected by any of the following:

1. Any agreement entered into by a provider, an HMO, or any other person, whether oral or written, purporting to hold the enrollee liable for costs (except a notice of election or termination permitted under the statute);

2. A breach of or default on any agreement by the HMO, an IPA, or any other person to compensate the provider for health care costs for which the enrollee is not liable;

3. The insolvency of the HMO or any person contracting with the HMO, or the commencement of insolvency, delinquency or bankruptcy proceedings involving the HMO or other persons which would affect compensation for health care costs for which an enrollee is not liable under the statutory hold-harmless;

4. The inability of the provider or other person who is owed compensation to obtain compensation for health care costs for which the enrollee is not liable;

5. Failure by the HMO to provide notice to providers of the statutory hold-harmless provisions; or

6. Any other conditions or agreement existing at any time.

EXEMPTIONS AND ELECTIONS

Facilities, IPAs, and providers of physician services who may "opt-out" may elect to be exempt from the statutory hold-harmless and prohibition on recovery of health care costs under the following conditions and with the following notifications:

1. If the facility, IPA, or other provider has a written contract with the HMO, the provider must within thirty (30) days after entering into that contract provide a notice to OCI of the provider's election to be exempt from the statutory hold-harmless and recovery limitations for care under the contract.

2. If the facility, IPA, or other provider does not have a contract with an HMO, the provider must notify OCI that it intends to be exempt with respect to a specific HMO and must provide that notice for health care costs incurred at least ninety (90) days in advance.

3. A provider who submits a notice of election to be exempt may terminate that election by stating a termination date in the notice or by submitting a separate termination notice to OCI.

4. The election by an IPA to be exempt from the statutory provisions, or the failure of an IPA to so elect, applies to costs of health care provided by any provider, other than a hospital, under contract with or through membership in the IPA. Such a provider, other than a hospital, may not exercise an election separately from the IPA. Similarly, an election by a clinic to be exempt from the statutory limitations and restrictions or the failure of the clinic to elect to be exempt applies to costs of health care provided by any provider through the clinic. An individual provider may not exercise an election to be exempt separate from the clinic.

5. The statutory hold-harmless "opt-out" provision applies to physician services only if the services are provided under a contract with the HMO or if the physician is a selected provider for the HMO, unless the services are provided by a physician for a hospital, IPA or clinic which is subject to the statutory hold-harmless "opt-out" provision.

NOTICES

All notices of election and termination must be in writing and in accordance with rules promulgated by the Commissioner of Insurance. All notices of election or termination filed with OCI are not affected by the renaming, reorganization, merger, consolidation or change in control of the provider, HMO, or other person. However, OCI may promulgate rules requiring an informational filing if any of these events occur.

Notices to the Office of the Commissioner of Insurance must be written, on the prescribed form, and received at the Office's current address:

P.O. Box 7873, Madison, WI 53707-7873

HMO CAPITAL AND SECURITY SURPLUS

Each HMO is required to meet minimum capital and surplus standards ("compulsory surplus requirements"). These standards are higher if the HMO has fewer than ninety percent (90%) of its liabilities covered by the statutory hold-harmless. The compulsory surplus requirement shall be at least the greater of $750,000 or six percent (6%) of the premiums earned by the HMO in the last 12 months if its covered liabilities are less than ninety percent (90%), or three percent (3%) of the premiums earned by the HMO in the last twelve (12) months if its covered liabilities are ninety percent (90%) or more. In addition to capital and surplus, an HMO must also maintain a security surplus in the amount set by the Commissioner of Insurance.

FINANCIAL INFORMATION

An HMO is required to file financial statements with OCI. You may request financial statements from the HMO. OCI also maintains files of HMO financial statements that can be inspected by the public.

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PLAN COMPENSATION SCHEDULE ("PCS")

I. PROVIDER TYPE

a. "Multispecialty Group Practice" means a group of licensed practitioners with varying specialties who provide Health Services to Covered Individuals.

To the extent required by law or an accrediting body, upon termination without cause, Provider will provide timely, sixty (60) day, notice to affected Covered Individual(s) of termination of this Agreement or termination of an individual Network participation.

b. "Behavioral Health Practitioner" means a licensed or certified mental health and/or substance abuse practitioner, or a group of licensed or supervised practitioners with varying specialties, who work either in an independent private practice, a group setting in one or more locations, or at an appropriately licensed clinic/facility or agency providing behavioral health and/or substance abuse Health Services.

II. SPECIFIC REIMBURSEMENT TERMS

For Covered Services provided by or on behalf of Provider to a Covered Individual who is enrolled in a product and/or program that is supported by an Network designated on the signature page other than the Medicare Advantage Network, Provider agrees to accept the lesser of Provider's Charges or the applicable Plan Fee Schedule. With respect to the Medicare Advantage Network, Provider agrees to accept the lesser of the Provider's Charges or the applicable Plan Fee Schedule which is based on the current CMS Medicare Fee Schedule effective January 1st of that year with the exception of drugs that are updated quarterly. Plan will automatically update its allowance for injectable drugs in accordance with CMS quarterly updates to the Drug Pricing File. Retroactive adjustments made by CMS to the Drug Pricing File or the Medicare Fee Schedule shall not be made to Anthem's Drug Pricing File or the applicable Plan Fee Schedule.

III. GENERAL PROVISIONS

Billing Form and Claims Reporting Requirements. Provider shall submit all Claims on a CMS 1500 claim form or its successor. Provider shall report all Health Services in accordance with the reporting guidelines and instructions contained in the AMA CPT, CPT Assistant, and HCPCS publications. Plan audits that result in identification of Health Services that are not reported in accordance with the AMA CPT, and CPT Assistant publications, will be subject to recovery through remittance adjustment or other recovery action. In addition, updates to Anthem's Claims processing filters and edits, as a result of changes in AMA CPT, and CPT Assistant reporting guidelines and instructions, shall take place automatically and do not require any notice, disclosure or amendment to Provider.

Claim Submissions for Pharmaceuticals. Provider agrees that the NDC must be listed on each Claim that includes Federal Legend Drugs.

Coding Updates. Coded Service Identifier(s) used to define specific rates are updated from time to time to reflect new, deleted or replacement codes. Anthem shall use commercially reasonable efforts to update all applicable Coded Service Identifiers within sixty (60) days of release by CMS or other applicable authority. If an update is delayed beyond the sixty (60) days, Anthem shall notify Provider. Claims processed prior to the implementation of the revised codes shall not be reprocessed. In addition, Claims with codes which have been deleted will be rejected.

Not Otherwise Classified Codes (NOC) and/or Individual Consideration Codes (IC). Anthem reserves the right to price NOC and/or IC codes individually, and may require the submission of medical records prior to the adjudication of such Claims.

Out-of-Network Compensation. Except for state and federal health programs, if Provider renders services to a Covered Individual who accesses a Network in which Provider does not participate, Provider will receive compensation as follows:

Plan shall compensate Provider for Emergency Services rendered to a Covered Individual based on the applicable Indemnity/Traditional/Standard Anthem Rate. Provider agrees to accept the Indemnity/Traditional/Standard Anthem Rate as payment in full and shall only bill for the applicable Cost Share.

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Except for Emergency Services, if the Covered Individual's Health Benefit Plan requires authorization by the Plan or a Provider for out of Network Covered Services in order for the Covered Individual to have the highest level of benefits, and such authorization has been given, then Plan shall compensate Provider for such authorized Covered Services based on the applicable Network/Participating Provider ("Indemnity/Traditional/Standard") Anthem Rate. Provider agrees to accept the Indemnity/Traditional/Standard Anthem Rate as payment in full and shall only bill for the applicable Cost Share. Except for Emergency Services, if the Covered Individual's Health Benefit Plan does not have out-of-network benefits unless authorized by the Plan or Provider, Plan shall have no liability for services rendered without such authorization. In that event, Provider shall bill the Covered Individual for Health Services rendered.

Except for Emergency Services, if the Covered Individual's Health Benefit Plan has out-of-network benefits without authorization being required by the Plan or Provider, and no authorization has been given, then Plan will compensate Provider for Covered Services based on the Anthem Rate established for the Network and/or Plan Program that supports the Covered Individual's Health Benefit Plan. For example, if the Covered Individual's access is supported by PPO Network, compensation is based on the applicable Anthem Rate for the PPO Network. Provider shall only bill for the applicable Cost Share as well as any amount designated as the Covered Individual's responsibility on the provider payment voucher (or other written notice of explanation of payment). In no event shall payment from Plan and the Covered Individual exceed Provider's Charge for such Covered Services.

System Updates. Unless otherwise required by law or applicable regulation, any updates to the Anthem Rates tied to any governmental agency, vendor or other entity shall be effective no later than sixty (60) days after Anthem's receipt of such rate changes. Examples include, but are not limited to, CMS state specific fee schedules and pharmaceutical rates.

The parties recognize and agree that Anthem payment systems cannot be modified immediately when the above changes are made, but must instead be modified during a timeframe of sufficient length to allow for the loading of payment system changes and updates, including changes and updates that allow for the recognition of new fees and codes. Anthem shall use reasonable efforts to load such payment system changes as quickly as practicable following the release date of such changes. Claims processed prior to the implementation of the new Anthem Rates shall not be reprocessed.

Workers' Compensation. Provider agrees that in the event a Covered Individual, who is covered for workers' compensation benefits by an Affiliate or Other Payor under a workers' compensation arrangement administered by an Affiliate, seeks services for a work-related illness or injury, Provider shall provide such Provider services as are Medically Necessary Compensable Medical Care. "Compensable Medical Care" means medical care determined by the carrier or administrator to be covered under a Workers' Compensation Plan. As payment for such Provider services rendered, Provider agrees to accept the lesser of (i) the Anthem Rate as set forth in this PCS, or (ii) the applicable State's Workers' Compensation fee schedule or the reasonable allowable defined by the State for workers' compensation in effect on the date the services or expenses were incurred.

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**WISCONSIN MEDICAID
PARTICIPATION ATTACHMENT TO THE
ANTHEM BLUE CROSS AND BLUE SHIELD
PROVIDER AGREEMENT**

This is a Participation Attachment to the Anthem Blue Cross and Blue Shield Provider Agreement ("Agreement"), entered into by and between Anthem and Provider and is incorporated into the Agreement.

1. This Medicaid Participation Attachment (the "Attachment") is limited to the terms and conditions governing the provision of and payment for Health Services provided to Medicaid enrollees who are also enrolled in Plan's managed care Medicaid program (hereinafter referred to as "Medicaid Covered Individuals"). Provider agrees to participate as a Network Provider in Plan's managed care Medicaid network (hereinafter "Medicaid Network") and to provide Health Services to Medicaid Covered Individuals.

2. For purposes of this Attachment, "Medicaid" means medical assistance provided under a plan approved under Title XVI, Title XIX and/or Title XXI of the Social Security Act. (e.g. Medicaid, Badgercare and any other Medicaid Managed Care Programs). For purposes of this Attachment, "Covered Services" means those medically necessary Health Services for which a Medicaid Covered Individual is eligible.

3. All of Provider's duties and obligations to Covered Individuals set forth in the Agreement shall also apply to Medicaid Covered Individuals. In addition, Provider agrees to the following with respect to Medicaid Covered Individuals:

   a. Indemnify and hold harmless the State of Wisconsin, its agencies, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses, brought because of injuries or damages received or sustained by any person, persons, or property that is caused by any act or omission of Provider;

   b. Comply with the terms applicable to providers set forth in the managed care organization contract (Contract for Medicaid and BadgerCare HMO Services), including incorporated documents, between Plan and the State of Wisconsin, which applicable terms are incorporated herein by reference. Plan agrees to provide Provider with a description of the applicable terms upon request (Contract Article X, paragraph A.4);

   c. Comply with all State and Federal laws, rules, regulations and ordinances applicable to Medicaid Covered Individuals;

   d. Cooperate and comply with Provider Appeals Process for purposes of claims dispute resolution;

   e. Maintain Medicaid certification pursuant to HFS 105, Wis. Adm. Code, and obtain a unique provider identification number as specified in Section 1173(b) of the Social Security Act;

   f. Be duly licensed in accordance with the applicable state licensing board of the State of Wisconsin. Provider further agrees to remain in good standing with said board (42 CFR 438.602);

   g. Obtain and maintain all required permits, licenses and approvals and comply with all applicable health, safety and environmental statutes, rules, regulations or ordinances necessary for the performance of Health Services (42 CFR 438.606);

   h. Submit all encounter data and claims for Health Services rendered to Medicaid Covered Individuals that do not involve a third party payor within one hundred eighty (180) calendar days from the date of service;

   i. Cooperate with any program designed to monitor Medicaid program compliance by providers who participate in Plan's Medicaid Network and comply with any corrective actions related thereto;

   j. Submit all encounter data or claims for Health Services rendered to Medicaid Covered Individuals in accordance with Plan's specifications for the submission of such encounter data (Contract Article X, paragraph A.5);

   k. Provide a copy of a Medicaid Covered Individual's medical record at no charge upon reasonable request by the Medicaid Covered Individual (Contract Article X, paragraph A.9);

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l. Facilitate the transfer of the Medicaid Covered Individual's medical record to another provider at said Medicaid Covered Individual's request (Contract Article X, paragraph A.9);

m. Cooperate with and permit evaluations, through on-site inspection or other means, of the quality, appropriateness, and timeliness of Health Service rendered to Medicaid Covered Individuals. Such evaluations may be conducted by Plan, the Wisconsin Department of Health and Family Services, the Federal Department of Health and Human Services, or other duly authorized State or Federal agency (Contract Article X, paragraph A.8);

n. Cooperate with and permit inspections of any records pertinent to Provider's delivery of Health Services to Medicaid Covered Individuals. Such inspections may be conducted by Plan, the Wisconsin Department of Health and Family Services, the Federal Department of Health and Human Services or other duly authorized State or Federal agency (Contract, Article X, paragraph A.8);

o. Maintain an adequate record keeping system as required in Article IV F of the Contract for Medicaid and BadgerCare HMO Services for recording services, charges, dates and other commonly accepted information elements for Health Services rendered to Medicaid Covered Individuals including but not limited to all special compliance requirements on abortions, sterilizations, hysterectomies and HealthCheck reporting requirements;

p. Participate in any internal and external quality assurance, utilization review, peer review, and grievance procedures established by Plan for Medicaid Covered Individuals including but not limited to the provision of medical records to Plan pursuant to grievances received by Plan within fifteen (15) business days (42 CFR 438.402);

q. Comply with the requirements of 42 CFR 489, Subpart I related to maintaining and distributing written policies and procedures respecting advance directives;

r. Prepare and submit required data for quality assessment/performance improvement programs as requested by Plan (Contract Article X, paragraph A.3);

s. In the event of Plan's insolvency, continue to provide Health Services to Medicaid Covered Individuals until the end of the month in which insolvency has occurred and to provide inpatient Health Services until the date of discharge for any Medicaid Covered Individual institutionalized when insolvency occurs.

t. Abide by the terms of the Contract for Medicaid and BadgerCare HMO Services (Article III, E 9) for the timely provision of emergency and urgent care. Where applicable Provider agrees to follow those procedures for handling urgent and emergency care cases stipulated in any required hospital/emergency room MOUs signed by Plan in accordance with Article III, E, 9, c and Addendum I of the Contract for Medicaid and BadgerCare HMO Services (Contract Article X, paragraph A.4);

u. Ensure confidentiality of family planning services (Contract Article X, paragraph A.10);

v. Not to create barriers to access to care by imposing requirements on Medicaid Covered Individuals that are inconsistent with the provision of Medically Necessary Covered Services (Contract Article X, paragraph A.11).

w. All laboratory testing sites providing Health Services to Medicaid Covered Individuals pursuant to this Attachment must have a current Clinical Laboratory Improvement Amendments (CLIA), certificate of waiver, certificate of accreditation or a certificate of registration along with a CLIA identification number and comply with CLIA regulations at 42 CFR Park 493.

4. Termination of Medicaid Network Attachment.

   a. This Attachment shall automatically terminate upon the occurrence of any one of the following:

      i. Termination of Provider's license;

ii. Failure to comply with section 3.g above;

iii. Termination/expiration of Plan's Contract for Medicaid and BadgerCare HMO Services with the State of Wisconsin; or

iv. Failure to meet Plan's credentialing standards or other applicable standards of participation for the Medicaid Network.

b. Except as otherwise provided herein, either party hereto may terminate this Attachment without cause upon one hundred eighty (180) calendar days prior written notice to the other party.

c. Except as otherwise provided herein, if either party fails to comply with or perform any term or condition of this Attachment the other party shall notify the defaulting party of its default in writing, and the defaulting party shall have thirty (30) days to cure the default. If the default is not cured within said thirty (30) day period, this Attachment is automatically terminated, unless otherwise specified by the non-defaulting party (42 CFR 438.708).

5. This Attachment shall be automatically amended to conform to applicable changes to State or Federal laws, rules, regulations or ordinances related to Medicaid Covered Individuals or the Wisconsin Medicaid program without the necessity of executing written amendments.

6. Provider agrees that Plan's payment constitutes payment in full for any Covered Services rendered to Medicaid Covered Individuals. Provider agrees it shall not seek payment from the Medicaid Covered Individual, his/her representative or the State of Wisconsin for any Health Services rendered pursuant to this Attachment, with the exception of Cost Shares, if any, or payment for non-covered services otherwise requested by, and provided to, the Covered Individual in accordance with paragraph 6.1 below. Provider agrees not to bill Medicaid Covered Individuals for missed appointments while enrolled in the Medicaid programs. This provision shall remain in effect even in the event Plan becomes insolvent (Contract, Article X, paragraph A.11).

6.1. Provider may bill a Medicaid Covered Individual for non-Covered Services if the Medicaid Covered Individual agrees in writing to pay for the service prior to the service being rendered. The form of agreement must specifically state the admissions, services or procedures that are non-Covered Services and the approximate amount of out of pocket expenses to be incurred by the Medicaid Covered Individual.

7. Nothing herein shall be construed to prohibit Provider from contracting with other Medicaid managed care organizations.

8. Compensation:

a. For covered services provided to Covered Individuals, Provider shall be compensated at the lesser of the State of Wisconsin Medicaid Fee Schedule ("Fee Schedule") on file with Plan or billed charges.

b. Upon written notification from the State of Wisconsin to Plan of a change in the State of Wisconsin Medicaid Fee Schedule, Plan will have up to ninety (90) days to review the changes in rates and notify Provider of any fee schedule updates. Plan shall use best efforts to update the fee schedules within thirty (30) days of receipt of the new Medicaid fee schedule files from the State of Wisconsin. In no event shall the effective date of the rate changes extend past the effective date announced by the State or thirty (30) days after the date the State provided the new Medicaid Fee Schedule to Plan, whichever is later.

9. Notice: Provider shall provide thirty (30) days prior notice of any change in information or status that would affect Provider's participation in Plan's Medicaid Network or claims payment status (e.g. change of address, physician status change, etc.) to the following address:

Anthem Blue Cross and Blue Shield
Attn: VP Network Management
N17 W24340 Riverwood Drive
Waukesha, WI 53188

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10. Order of Precedence: All other provisions of the Agreement shall remain in full force and effect. In the event of a) a conflict between the provisions of this Amendment and the provisions of the Agreement or b) any inconsistency or ambiguity in this Amendment, such conflict, inconsistency or ambiguity shall be resolved by giving precedence in the following order: i) State or Federal law, rule, regulation or ordinance; ii) this Amendment for purposes of administering Plan's managed Medicaid plan or rendering services to Medicaid enrollees and iii) the Agreement.

11. Nothing herein will be construed to prohibit or restrict Provider from advising a Medicaid Covered Individual about his/her/its health status, medical care, or treatment, regardless of whether benefits for such care are available for the Medicaid Covered Individual, if Provider is acting within the lawful scope of practice. However, this provision does not require Provider to provide Health Services if Provider objects to such service on moral or religious grounds (42 CFR 438.102).

12. Provider certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Attachment by any Federal agency or by any department, agency or political subdivision of the State. For purposes of this Attachment "principal" means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence or substantive control over Provider's operations (42 CFR 438.610). The Provider agrees to comply with requirements set forth in 42 CFR 455.100 through 455.106 (regarding disclosure by providers of ownership and control information and disclosure of information on a provider's owners' and other persons' conviction of criminal offenses against Medicare, Medicaid, or Title XX services program) and will agree to provide required disclosures at the time of initial contract, upon contract renewal, and/or upon request by the HMO. The Provider further agrees to notify the HMO within fourteen (14) days of any changes to the required disclosures.

13. Provider agrees to abide by Plan's marketing/information requirements. Provider shall forward to Plan for prior approval all flyers, brochures, letters and pamphlets Provider intends to distribute to Medicaid Covered Individuals concerning its payer affiliations, or changes in affiliation or relating directly to Medicaid and BadgerCare population. Provider will not distribute any marketing or recipient informing materials without the consent of Plan or the Wisconsin Department of Health and Family Services (Contract Article X, paragraph A.16).

14. Provider agrees to comply with the following:

   a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Provider receives Federal assistance.

   b. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which Provider receives Federal assistance.

   c. The Age Discrimination Act of 1975 (Pub. L 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which Provider receives Federal assistance.

   d. The Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Justice (28 CFR 35.101 et seq.), to the end that in accordance with the Act and Regulation, no person in the United States with a disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which Provider receives Federal financial assistance.

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e. Title IX of the Educational Amendments of 1972, as amended (30 U.S.C. sections 1681, 1783, and 1685-1686), and all requirements imposed by or pursuant to regulation, to the end that, in accordance with the Amendments, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which Provider receives Federal financial assistance.

f. §16.765 Wis. Stats., and the Civil Rights Act of 1964, as amended, and any other applicable State or Federal law, regulations and executive orders prohibiting discrimination, in that Provider shall not discriminate against any employee or applicant for employment in the performance of this Attachment. Provider shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this provision shall be considered default; and

g. All requirements applicable to Provider under the Health Insurance Portability and Accountability Act of 1996.

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MEDICARE ADVANTAGE
PARTICIPATION ATTACHMENT TO THE
ANTHEM BLUE CROSS AND BLUE SHIELD
PROVIDER AGREEMENT

This is a Participation Attachment to the Anthem Blue Cross and Blue Shield Provider Agreement ("Agreement"), entered into by and between Anthem and Provider and is incorporated into the Agreement.

ARTICLE I
DEFINITIONS

The following definitions shall apply to this Medicare Advantage Participation Attachment:

1.1 "Clean Claim" means a Claim that has no defect or impropriety, including a lack of required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payment from being made on the Claim. A Claim is clean even though Plan refers it to a medical specialist within Plan for examination. If additional documentation (e.g., a medical record) involves a source outside Plan, then the Claim is not considered clean.

1.2 "Covered Individual" means, for purposes of this Attachment, a Medicare beneficiary covered under a Medicare agreement between CMS and Plan under Part C of Title XVIII of the Social Security Act ("Medicare Advantage Program").

1.3 "Emergency" or Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (1) serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

1.4 "Emergency Services" means covered inpatient and outpatient Health Services that are: (1) furnished by a provider qualified to furnish emergency services; and (2) needed to evaluate or stabilize an Emergency Medical Condition.

1.5 "CMS" means the Centers for Medicare and Medicaid Services.

1.6 "Downstream Entity(ies)" means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage benefit, below the level of the arrangement between Anthem and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

1.7 "First Tier Entity(ies)" means any party that enters into a written agreement, acceptable to CMS, with Anthem or applicant to provide administrative services or health care services for a Medicare eligible individual under the Medicare Advantage Program.

1.8 "Medicare" means the Health Insurance for the Aged Act, Title XVIII of the Social Security Act, as then constituted or later amended.

1.9 "Related Entity(ies)" means any entity that is related to Anthem by common ownership or control and (1) performs some of Anthem's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to Anthem at a cost of more than twenty-five hundred dollars ($2,500) during a contract period.

1.10 "Urgently Needed Care" means Covered Services provided when a Covered Individual is either:

1.10.1 Temporarily absent from Plan's Medicare Advantage service area and such Covered Services are Medically Necessary and immediately required: (1) as a result of an unforeseen illness, injury, or condition; and (2) it was not reasonable, given the circumstances, to obtain the services through Plan's Medicare Advantage Network; or

1.10.2 Under unusual and extraordinary circumstances, the Covered Individual is in the service area but Plan's provider Network is temporarily unavailable or inaccessible and such Covered Services are

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Medically Necessary and immediately required: (1) as a result of an unforeseen illness, injury, or condition; and (2) it was not reasonable, given the circumstances, to obtain the services through Plan's Medicare Advantage Network.

ARTICLE II
SERVICES/OBLIGATIONS

2.1 Participation-Medicare Advantage. As a participant in Plan's Medicare Advantage Program, Provider will render Covered Services to Covered Individuals enrolled in Plan's Medicare Advantage Program in accordance with the terms and conditions of the Agreement and this Attachment. Except as set forth in this Attachment, or the Plan Compensation Schedule ("PCS") attached to the Agreement, all terms and conditions of the Agreement will apply to Provider's participation in Plan's Medicare Advantage Program(s). This Agreement does not apply to any of the Plan's Medicare Advantage Private Fee for Service or Medical Savings Account Programs.

2.2 Participation-Out of Area Programs. Pursuant to the Blue Cross and Blue Shield Out of Area Program section of the Agreement, Provider hereby acknowledges and agrees that Provider shall provide Covered Services to any person who is covered under another Blue Cross and Blue Shield Plan under the Blue Cross and Blue Shield Association Out of Area Program, including, but not limited to, a network sharing PPO developed to support Medicare Advantage Programs.

2.3 Participation-Medicare Advantage Program. By virtue of the fact that Provider is a Medicare Advantage Network/Participating Provider, Provider hereby acknowledges and agrees that Provider shall provide services to any Medicare Advantage Covered Individual enrolled in a Plan insured product that utilizes the Medicare Advantage Network.

2.4 Covered Individual/Covered Service-Defined. The parties agree that all references in the Agreement to Covered Individual(s) include Covered Individuals of Plan's Medicare Advantage Program and all references to Covered Services include services offered pursuant to Plan's Medicare Advantage Program.

2.5 Medical Necessity. Medical Necessity decisions regarding Covered Individuals will be made in compliance with CMS guidelines.

2.6 Accountability/Oversight. Plan delegates to Provider its responsibility under its Medicare Advantage contract with CMS to provide the services as set forth in this Attachment to Covered Individuals. Plan may revoke this delegation, including, if applicable, the delegated responsibility to meet CMS reporting requirements, and thereby terminate the Attachment if CMS or Plan determine that Provider has not performed satisfactorily. Such revocation shall be consistent with the termination provisions of this Attachment. Performance of the Provider shall be monitored by Plan on an ongoing basis as provided for in this Attachment. Provider further acknowledges that Plan is accountable to CMS for the functions and responsibilities described in the Medicare Advantage regulatory standards and is ultimately responsible to CMS for the performance of all services. Provider acknowledges that Plan shall oversee and is accountable to CMS for the functions and responsibilities described in the Medicare Advantage regulatory standards. Further, Provider acknowledges that Plan may only delegate such functions and responsibilities in a manner consistent with the standards as set forth in 42 CFR § 422.504(i)(4).

2.7 Accountability/Credentialing. Both parties acknowledge that accountability shall be in a manner consistent with the requirements as set forth in 42 CFR § 422.504(i)(4). Therefore the following are acceptable for purposes of meeting these requirements:

2.7.1 The credentials of medical professionals affiliated with the Plan or the Provider will be either reviewed by the Plan if applicable; or

2.7.2 The credentialing process will be reviewed and approved by the Plan and the Plan must audit the Provider's credentialing process and/or delegate's credentialing process on an ongoing basis.

2.8 Medicare Provider. Provider must have a provider and/or supplier agreement, whichever is applicable, with CMS that permits them to provide services under original Medicare.

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ARTICLE III
ACCESS: RECORDS/FACILITIES

3.1 Inspection of Books/Records. Provider acknowledges that Plan, Health and Human Services department (HHS), the Comptroller General, or their designees have the right to timely access to inspect, evaluate and audit any books, contracts, medical records, patient care documentation, and other records of Provider, or his/her/its First Tier, Downstream and Related Entities, including but not limited to subcontractors or transferees involving transactions related to Plan's Medicare Advantage contract through ten (10) years from the final date of the contract period or from the date of the completion of any audit, or for such longer period provided for in 42 CFR § 422.504(e)(4) or other applicable law, whichever is later. For the purposes specified in this section, Provider agrees to make available Provider's premises, physical facilities and equipment, records relating to Plan's Covered Individuals, including access to Provider's computer and electronic systems and any additional relevant information that CMS may require. Provider acknowledges that failure to allow HHS, the Comptroller General or their designees the right to timely access under this section can subject Provider to a fifteen thousand dollar ($15,000) penalty for each day of failure to comply.

3.2 Confidentiality. Each party agrees to abide by all federal and state laws applicable to that party regarding confidentiality and disclosure for mental health records, medical records, other health information, and enrollee information. Provider agrees to maintain records and other information with respect to Covered Individuals in an accurate and timely manner; to ensure timely access by enrollees to the records and information that pertain to them; and to safeguard the privacy of any information that identifies a particular enrollee. Information from, or copies of, records may be released only to authorized individuals. Provider must ensure that unauthorized individuals cannot gain access to or alter patient records. Original medical records must be released only in accordance with federal or state laws, court orders or subpoenas. Both parties acknowledge that Plan, HHS, the Comptroller General or its designee have the right, pursuant to section 3.1 above, to audit and/or inspect Provider's premises to monitor and ensure compliance with the CMS requirements for maintaining the privacy and security of protected health information (PHI) and other personally identifiable information of Covered Individuals.

ARTICLE IV
ACCESS: BENEFITS AND COVERAGE

4.1 Non-Discrimination. Provider shall not deny, limit, or condition the furnishing of Health Services to Covered Individuals of Plan on the basis of any factor that is related to health status, including, but not limited to medical condition; claims experience; receipt of health care; medical history; genetic information; evidence of insurability, including conditions arising out of acts of domestic violence; or disability.

4.2 This provision intentionally left blank.

4.3 Direct Access. Provider acknowledges that Covered Individuals may obtain covered mammography screening services and influenza vaccinations from a participating provider without a referral and that Covered Individuals who are women may obtain women's routine and preventive Health Services from a participating women's health specialist without a referral.

4.4 No Cost Sharing. Provider acknowledges that covered influenza vaccines and pneumococcal vaccines are not subject to Covered Individual Cost Share obligations.

4.5 Timely Access to Care. Provider agrees to provide Covered Services consistent with Plan's: (1) standards for timely access to care and member services; (2) policies and procedures that allow for individual Medical Necessity determinations; and (3) policies and procedures for the Provider's consideration of Covered Individual input in the establishment of treatment plans.

4.6 Continuity of Care. A Provider who is a Primary Care Provider, or a gynecologist or obstetrician, shall provide Health Services or make arrangements for the provision of Health Services to Covered Individuals on a twenty-four (24) hour per day, seven (7) day a week basis to assure availability, adequacy and continuity of care to Covered Individuals. In the event a Provider is not one of the foregoing described providers, then Provider shall provide Health Services to Covered individuals on a twenty-four (24) hour per day, seven (7) day a week basis or at such times as Health Services are typically provided by similar providers to assure availability, adequacy, and continuity of care to Covered Individuals. If Provider is unable to provide Health Services as described in the previous sentence, Provider will arrange for another Network/Participating Provider to cover Provider's patients in Provider's absence.

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ARTICLE V
BENEFICIARY PROTECTIONS

5.1 Cultural Competency. Provider shall ensure that Covered Services rendered to Covered Individuals, both clinical and non-clinical, are accessible to all Covered Individuals, including those with limited English proficiency or reading skills, with diverse cultural and ethnic backgrounds, the homeless, and individuals with physical and mental disabilities. Provider must provide information regarding treatment options in a cultural-competent manner, including the option of no treatment. Provider must ensure that individuals with disabilities have effective communications with participants throughout the health system in making decisions regarding treatment options.

5.2 Health Assessment. Provider acknowledges that Plan has procedures approved by CMS to conduct a health assessment of all new Covered Individuals within ninety (90) days of the effective date of their enrollment. Provider agrees to cooperate with Plan as necessary in performing this initial health assessment.

5.3 Identifying Complex and Serious Medical Condition. Provider acknowledges that Plan has procedures to identify Covered Individuals with complex or serious medical conditions for chronic care improvement initiatives; and to assess those conditions, including medical procedures to diagnose and monitor them on an ongoing basis; and establish and implement a treatment plan appropriate to those conditions, with an adequate number of direct access visits to specialists to accommodate the treatment plan. To the extent applicable, Provider agrees to assist in the development and implementation of the treatment plans and/or chronic care improvement initiatives.

5.4 Advance Directives. Provider shall establish and maintain written policies and procedures to implement Covered Individuals' rights to make decisions concerning their health care, including the provision of written information to all adult Covered Individuals regarding their rights under state and federal law to make decisions regarding their right to accept or refuse medical treatment and the right to execute an advance medical directive. Provider further agrees to document or oversee the documentation in the Covered Individuals' medical records whether or not the Covered Individual has an advance directive, that Provider will follow state and federal requirements for advance directives and that Provider will provide for education of his/her/its staff and the community on advance directives.

5.5 Standards of Care. Provider agrees to provide Covered Services in a manner consistent with professionally recognized standards of health care.

5.6 Hold Harmless. Provider agrees that in no event, including but not limited to non-payment by Plan, insolvency of Plan or breach of the Agreement, shall the Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Individual or persons other than Plan acting on their behalf for Covered Services provided pursuant to the Agreement. This section does not prohibit the collection of supplemental charges or Cost Shares on Plan's behalf made in accordance with the terms of the Covered Individual's Health Benefit Plan or amounts due for services that have been correctly identified in advance as a Non-Covered Service, subject to medical coverage criteria, with appropriate disclosure to the Covered Individual of their financial obligation. This advance notice does not apply to services not covered due to a statutory exclusion from the Medicare Advantage Program.

5.6.1 Provider further agrees that for Covered Individuals who are dual eligible enrollees for Medicare and Medicaid, that Provider will ensure they will not bill the Covered Individual for Cost Sharing that is not the Covered Individual's responsibility and such Covered Individuals will not be held liable for Medicare Parts A and B Cost Sharing when the State is liable for the Cost Sharing. In addition, Provider agrees to accept the Plan payment as payment in full or bill by billing the appropriate state source.

5.7 Continuation of Care-Insolvency. Provider agrees that in the event of Plan's insolvency, termination of the CMS contract or other cessation of operations, Covered Services to Covered Individuals will continue through the period for which the premium has been paid to Plan, and services to Covered Individuals confined in an inpatient hospital on the date of termination of the CMS contract or on the date of insolvency or other cessation of operations will continue until their discharge.

5.8 Survival of Attachment. Provider further agrees that: (1) the hold harmless and continuation of care sections shall survive the termination of the Covered Individual; (2) these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and a Covered Individual or

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persons acting on their behalf that relates to liability for payment for, or continuation of, Covered Services provided under the terms and conditions of these clauses; and (3) any modifications, addition or deletion to these provisions shall become effective on a date no earlier than fifteen (15) days after the Administrator of CMS has received written notice of such proposed changes.

5.8.1 Survival after Termination. To the extent the Agreement terminates before this Attachment, the parties agree that all necessary terms of the Agreement will survive to allow continuation of this Attachment until the effective date of the termination of the Attachment.

ARTICLE VI
COMPENSATION AND FEDERAL FUNDS

6.1 Compensation-Medicare Advantage. For Covered Services provided to Covered Individuals, Provider shall be compensated in accordance with the Medicare Advantage rate in effect at the time the Covered Service is rendered, and as set forth in the PCS attached to the Agreement. Such PCS may be amended from time to time as provided for in the Agreement.

6.2 Prompt Payment. Plan agrees to make best efforts to pay a majority of Clean Claims for Covered Services submitted by or on behalf of Covered Individuals, within forty-five (45) days of receipt by Plan. Plan agrees to make best efforts to pay all remaining Clean Claims for Covered Services submitted by or on behalf of Covered Individuals, within sixty (60) days of receipt by Plan. Plan agrees to make best efforts to pay all non-Clean Claims for Covered Services submitted by or on behalf of Covered Individuals within sixty (60) days of receipt by Plan of the necessary documentation to adjudicate the Claim.

6.3 Federal Funds. Provider acknowledges that payments Provider receives from Plan to provide Covered Services to Covered Individuals are, in whole or part, from federal funds. Therefore, Provider and any of his/her/its subcontractors are subject to certain laws that are applicable to individuals and entities receiving federal funds, which may include but is not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Americans with Disabilities Act; the Rehabilitation Act of 1973 and any other regulations applicable to recipients of federal funds.

ARTICLE VII
REPORTING AND DISCLOSURE REQUIREMENTS

7.1 Risk Adjustment Data Validation Audits. Plan and Provider are required in accordance with 42 CFR § 422.310(e) to submit a sample of medical records for Covered Individuals for the purpose of validation of risk adjustment data. Accordingly, Plan, or their designee, shall have the right as set forth in section 3.1 to obtain copies of such documentation on at least an annual basis. Provider agrees to provide the requested medical records to Plan, or their designee, within fourteen (14) calendar days from Plan's, or their designee's, written request. Such records shall be provided to Plan, or their designee, at no additional cost.

7.2 Data Reporting Submissions. Provider agrees to provide to Plan all information necessary for Plan to meet its data reporting and submission obligations to CMS including, but not limited to, data necessary to characterize the context and purpose of each encounter between a Covered Individual and the Provider ("Risk Adjustment Data"), and data necessary for Plan to meet its reporting obligations under 42 CFR §§ 422.516 and 422.310. In accordance with the CMS requirements, the Plan reserves the right to assess Provider for any penalties resulting from Provider's submission of false data.

7.3 Risk Adjustment Data. Provider's Risk Adjustment Data shall include all information necessary for Plan to submit such data to CMS as set forth in 42 CFR § 422.310 or any subsequent or additional regulatory provisions. If Provider fails to submit his/her/its Risk Adjustment Data accurately, completely and truthfully, in the format described in the 42 CFR § 422.310 or any subsequent or additional regulatory provisions, then this will result in denials and/or delays in payment of Provider's Claims.

7.4 Accuracy of Risk Adjustment Data. Provider further agrees to certify the accuracy, completeness, and truthfulness of Provider generated Risk Adjustment Data that Plan is obligated to submit to CMS. Within thirty (30) days after the beginning of every Fiscal Year or as required by CMS while the Medicare Advantage Participation Attachment is in effect, Provider agrees to give Plan a certification in writing, in a format that Plan specifies, that certifies to the accuracy, completeness, and truthfulness of Provider's Risk Adjustment Data submitted to Plan during the specified period.

ARTICLE VIII
QUALITY ASSURANCE/QUALITY IMPROVEMENT REQUIREMENTS

8.1 Independent Quality Review Organization. Provider agrees to comply and cooperate with an independent quality review and improvement organization's activities pertaining to the provision of Covered Services for Covered Individuals.

8.2 Compliance with Plan Medical Management Programs. Provider agrees to comply with Plan's medical policies, quality improvement and performance improvement programs, and medical management programs to the extent provided to or otherwise made available to Provider in advance.

8.3 Consulting with Network/Participating Providers. Plan agrees to consult with Network/Participating Providers regarding its medical policies, quality improvement program and medical management programs and ensure that practice guidelines and utilization management guidelines: (1) are based on reasonable medical evidence or a consensus of health care professionals in the particular field; (2) consider the needs of the enrolled population; (3) are developed in consultation with participating physicians; (4) are reviewed and updated periodically; and (5) are communicated to providers and, as appropriate, to Covered Individuals. Plan also agrees to ensure that decisions with respect to utilization management, Covered Individual education, coverage of Health Services, and other areas in which the guidelines apply are consistent with the guidelines.

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ARTICLE IX
COMPLIANCE

9.1 Compliance: Medicare Laws/Regulations. Provider agrees to comply, and to require any of his/her/its subcontractors to comply, with all applicable Medicare laws, regulations, and CMS instructions. Further, Provider agrees that any Covered Services provided by the Provider or his/her/its subcontractors to or on behalf of the Plan's Covered Individuals will be consistent with and will comply with Plan's Medicare Advantage contractual obligations.

9.2 Compliance: Exclusion from Federal Health Care Program. Provider may not employ, or subcontract with an individual, or have persons with ownership or control interests, who have been convicted of criminal offenses related to their involvement in Medicaid, Medicare, or social services programs under Title XX of the Social Security Act, and thus have been excluded from participation in any federal health care program under §§ 1128 or 1128A of the Act (or with an entity that employs or contracts with such an individual) for the provision of any of the following:

9.2.1 healthcare;

9.2.2 utilization review;

9.2.3 medical social work; or

9.2.4 administrative services.

9.3 Compliance: Appeals/Grievances. Provider agrees to comply with Plan's policies and procedures in performing his/her/its responsibilities under the Agreement. Provider specifically agrees to comply with Medicare requirements regarding Covered Individual appeals and grievances and to cooperate with Plan in meeting its obligations regarding Covered Individual appeals, grievances and expedited appeals, including the gathering and forwarding of information in a timely manner and compliance with appeals decisions.

9.4 Compliance: Policy and Procedures. Provider agrees to comply with Plan's policy and procedures in performing his/her/its responsibilities under the Agreement and this Attachment including any supplementary documents that pertain to Plan's Medicare Advantage Program such as the Product Guide.

9.5 Illegal Remunerations. Both parties specifically represents and warrants that activities to be performed under this Agreement are not considered illegal remunerations (including kickbacks, bribes or rebates) as defined in 42 USCA § 1320(a)-7b.

9.6 Compliance: Training, Education and Communications. In accordance with, but not limited to 42 CFR §§ 422.503(b)(4)(vi)(C)&(D) and 423.504(b)(4)(vi)(C)&(D), Provider agrees and certifies that it, as well as its employees, subcontractors, Downstream Entities, Related Entities and agents who provide services, to or

for Plan's Medicare Advantage and/or Part D Covered Individuals or to or for the Plan itself, shall participate in applicable compliance training, education and/or communications as reasonably requested by the Plan or its designee annually or as otherwise required by applicable law, and must be made a part of the orientation for a new employee, new First Tier, Downstream or Related Entity and for all new appointments of a chief executive, manager, or governing body member. Both parties agree that the Plan or its designee may make such compliance training, education and lines of communication available to Provider in either electronic, paper or other reasonable medium. Provider shall be responsible for documenting applicable employee's, subcontractor's, Downstream Entity's, Related Entity's and/or agent's attendance and completion of such training. Upon notice, Provider shall provide such documentation to Plan, unless otherwise not required by CMS regulation. In addition, the training requirement set forth herein is not required for providers or suppliers who have met the fraud, waste and abuse certification requirements through enrollment into the Medicare program, as those providers and/or suppliers are deemed to have met that portion of the fraud waste and abuse training required by CMS.

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ARTICLE X
MARKETING

10.1 Approval of Materials. Both parties agree to comply, and to require any of his/her/its subcontractors to comply, with all applicable federal and state laws, regulations, CMS instructions, and marketing activities under this Agreement, including but not limited to, the Medicare Marketing Guidelines for Medicare Managed Care Plans and any requirements for CMS prior approval of materials. Any printed materials, including but not limited to letters to Plan Covered Individuals, brochures, advertisements, telemarketing scripts, packaging prepared or produced by Provider or any of his/her/its subcontractors pursuant to this Agreement must be submitted to Plan for review and approval at each planning stage (i.e., creative, copy, mechanicals, blue lines, etc.) to assure compliance with federal, state, and Blue Cross/Blue Shield Association guidelines. Plan agrees its approval will not be unreasonably withheld or delayed.

ARTICLE XI
TERM AND TERMINATION

11.1 Notice Upon Termination. If Plan decides to terminate this Attachment, Plan shall give Provider written notice, to the extent required under CMS regulations, of the reasons for the action, including, if relevant, the standards and the profiling data the organization used to evaluate Provider and the numbers and mix of Network/Participating Providers Plan needs. Such written notice shall also set forth Provider's right to appeal the action and the process and timing for requesting a hearing.

11.2 Termination for Medicare Exclusion. Provider acknowledges that this Attachment shall be terminated if Provider, or a person or entity with ownership or control interest in Provider, is excluded from participation in Medicare under § 1128A of the Social Security Act or from participation in any other federal health care program.

11.3 Termination Without Cause. Either party may terminate this Medicare Advantage Participation Attachment without cause by giving at least one hundred eighty (180) days prior written notice of termination to the other party. Upon your notice of Termination Without Cause, Provider is required to notify Covered Individual(s) sixty (60) days prior to your effective date of termination with Anthem.

11.4 Term/Termination. This Attachment shall continue in effect unless otherwise terminated as provided for in this Attachment or in the Agreement.

ARTICLE XII
GENERAL PROVISIONS

12.1 Inconsistencies. In the event of an inconsistency between terms of this Attachment and the terms and conditions as set forth in the Agreement, the terms and conditions of this Attachment shall govern. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

12.2 Interpret According to Medicare Laws. Provider and Plan intend that the terms of the Agreement and this Attachment as they relate to the provision of Covered Services under the Medicare Advantage Program shall be interpreted in a manner consistent with applicable requirements under Medicare law.

12.3 Subcontractors. Provider agrees that if Provider enters into subcontracts to perform services under the terms of this Attachment, Provider's subcontracts shall include: (1) an agreement by the subcontractor to

comply with all of the Provider's obligations in the Agreement and this Attachment; (2) a prompt payment provision as negotiated by the Provider and the subcontractor; (3) a provision setting forth the term of the subcontract (preferably one (1) year or longer); and (4) dated signatures of all the parties to the subcontract.

12.4 Delegated Activities. If Plan has delegated activities to Provider, then the Plan will provide the following information to Provider and Provider shall provide such information to any of its subcontracted entities:

12.4.1 A list of delegated activities and reporting responsibilities;

12.4.2 Arrangements for the revocation of delegated activities;

12.4.3 Notification that the performance of the contracted and subcontracted entities will be monitored by the Plan;

12.4.4 Notification that the credentialing process must be approved and monitored by the Plan; and

12.4.5 Notification that all contracted and subcontracted entities must comply with all applicable Medicare laws, regulations and CMS instructions.

12.5 Delegation of Provider Selection. In addition to the responsibilities as set forth in section 12.4 above, to the extent that Plan has delegated selection of the providers, contractors, or subcontractor to Provider, the Plan retains the right to approve, suspend, or terminate any such arrangement.

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Plan Compensation Schedule (PCS) Attachment

Set forth below are the financial terms for the Agreement between Anthem and Provider. Anthem may, in its sole discretion, review and amend the reimbursement described below from time to time. Coded Service Identifiers referenced in the Plan Fee Schedule shall be updated from time to time.

Commercial Lines of Business

1. Primary Care Provider will be compensated in accordance with the following:

   (a) Vaccinations: Will be reimbursed at the Anthem Vaccine Fee Schedule.

   (b) Drugs: Will be reimbursed based on one hundred percent (100%) of CMS and adjusted quarterly.

   (c) HCPCS/DME: Will be reimbursed at one hundred percent (100%) of the Wisconsin CMS DMEPOS Fee Schedule and adjusted annually.

   (d) Plan Fee Schedule (PFS WI12/WI113), which is based upon a Wisconsin Adjusted Resource Based Relative Value Scale (RBRVS) incorporating CMS site of service differentials and gap-filled with Ingenix relative value units. Clinical lab services will be based on Wisconsin Adjusted CLIA with Medicare and Optum gap-fill. The Plan Fee Schedule is outlined on Exhibit A.

2. Compensation for a Covered Service provided to a Covered Individual that is not listed by code on the applicable Plan Fee Schedule referenced above will be based on an amount equal to the billed charge less a twenty-five percent (25%) discount. The amount of the discount will be calculated using the charge prior to the application of Cost Shares. Notwithstanding the foregoing, Anthem reserves the right to price Not Otherwise Classified (NOC) codes in accordance with its NOC reimbursement policies.

3. With respect to certain Health Benefit Plans, psychiatric care and chemical dependency rehabilitation services are Covered Services only to the extent that these services are incidental to Medically Necessary Health Services provided to a Covered Individual and such services are not otherwise reimbursable by a party subcontracting with Anthem to provide such coverage.

Government Lines of Business

Medicare HMO / PPO

1. For Covered Services provided to Covered Individuals, Provider shall be compensated at the Anthem Rate which is one hundred percent (100%) of the current Medicare Advantage Plan Fee Schedule for the year in which services were provided.

Medicaid

2. For Covered Services provided to Covered Individuals, Provider shall be compensated at the lesser of the State of Wisconsin Medicaid Fee Schedule ("Medicaid Fee Schedule") on file with Anthem of billed charges.

Exhibit A
Plan Fee Schedule

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CPT CATEGORY	NEW FEE SCHEDULE SOURCE	WI112/WI113
Allergy 95165	BASED ON MEDICARE	110.0%
Allergy Testing	BASED ON MEDICARE	110.0%
Autonomic nervous system function test	BASED ON MEDICARE	100.0%
Cardiology Holter Monitor	BASED ON MEDICARE	110.0%
Chemotherapy administration	BASED ON MEDICARE	185.0%
Chiropractic	BASED ON MEDICARE	83.0%
Clinical Lab	BASED ON MEDICARE	107.0%
Clinical Laboratory	BASED ON MEDICARE	107.0%
Delivery 59400	BASED ON FIXED RATE	$3,832.91
Delivery 59409	BASED ON FIXED RATE	$1,499.40
Delivery 59410	BASED ON FIXED RATE	$1,910.70
Delivery 59510	BASED ON FIXED RATE	$4,232.31
Delivery 59514	BASED ON FIXED RATE	$1,684.10
Delivery 59515	BASED ON FIXED RATE	$2,311.18
Dermatology - Destruction of premalignant or benign lesions	BASED ON MEDICARE	150.0%
DME	BASED ON CURRENT	100.0%
DME	BASED ON MEDICARE	100.0%
Endovenous ablation therapy	BASED ON MEDICARE	130.0%

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Evaluation and Management - ER	BASED ON MEDICARE	200.0%
Evaluation and Management - Neonatal	BASED ON MEDICARE	150.0%
Evaluation and Management - Preventive	BASED ON MEDICARE	165.0%
Evaluation and Management	BASED ON MEDICARE	150.0%
Immunization Admin	BASED ON MEDICARE	100.0%
Injectible Drug - Non-chemotherapy	BASED ON MEDICARE	100.0%
In-Office Drugs Key Generics	BASED ON MEDICARE	100.0%
Intraoperative neurophysiology monitoring	BASED ON MEDICARE	100.0%
Lab - Pathology	BASED ON MEDICARE	110.0%
Lab tests - other - [illegible]005[illegible]	BASED ON FIXED RATE	$ 43.70
Lab tests - other - Drug screen	BASED ON MEDICARE	107.0%
Major procedure, orthopedic 2[illegible]533	BASED ON FIXED RATE	2794.05
Medicine - Allergy & Clinical Immunology	BASED ON MEDICARE	135.0%
Medicine - Cardiovascular	BASED ON MEDICARE	130.0%
Medicine - Immun./Vaccines	BASED ON CURRENT	100.0%
Medicine - Neurology	BASED ON MEDICARE	145.0%
Medicine - Ophthalmology	BASED ON MEDICARE	110.0%
Medicine - Other	BASED ON CURRENT	100.0%
Medicine - Other	BASED ON MEDICARE	100.0%
Medicine Health and Behavior Assessment	BASED ON MEDICARE	100.0%
Medicine Neuro Sleep Study	BASED ON MEDICARE	130.0%
Medicine Nutrition	BASED ON MEDICARE	100.0%
Medicine PT OT 97139	BASED ON FIXED RATE	$ 5.00
Medicine PT OT	BASED ON MEDICARE	86.0%

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Medicine Vascular Diagnostic Studies	BASED ON MEDICARE	130.0%
Minor procedures - musculoskeletal 20550-20553	BASED ON MEDICARE	175.0%
Miscellaneous Service	BASED ON CURRENT	100.0%
Miscellaneous Service	BASED ON MEDICARE	100.0%
Neurology Nerve Conduction Tests	BASED ON MEDICARE	120.0%
Post operative sinus debridement	BASED ON MEDICARE	90.0%
Radiology High Tech	BASED ON MEDICARE	155.0%
Radiology Imaging CAD	BASED ON MEDICARE	100.0%
Radiology IMRT	BASED ON MEDICARE	100.0%
Radiology Non-OB Diagnostic Ultrasound	BASED ON MEDICARE	145.0%
Radiology Ultrasonic Guidance	BASED ON MEDICARE	145.0%
Radiology	BASED ON MEDICARE	155.0%
Radiopharmaceutical agent A9[illegible]00	BASED ON FIXED RATE	$ 80.00
Specialist - ophthalmology - 92015	BASED ON FIXED RATE	$ 24.00
Surgery - Auditory	BASED ON MEDICARE	135.0%
Surgery - Cardiovascular	BASED ON MEDICARE	140.0%
Surgery - Digestive	BASED ON MEDICARE	130.0%
Surgery - Endocrine	BASED ON MEDICARE	135.0%
Surgery - Eye & Ocular Adnexa	BASED ON MEDICARE	130.0%
Surgery - Female Genital	BASED ON MEDICARE	165.0%
Surgery - Hemic & Lymphatic	BASED ON MEDICARE	135.0%
Surgery - Integumentary	BASED ON MEDICARE	150.0%
Surgery - Male Genital	BASED ON MEDICARE	160.0%
Surgery - Maternity & Delivery	BASED ON MEDICARE	150.0%

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Surgery - Mediastinum & Diaphragm	BASED ON MEDICARE	130.0%
Surgery - Musculoskeletal	BASED ON MEDICARE	175.0%
Surgery - Nervous	BASED ON MEDICARE	150.0%
Surgery - Respiratory	BASED ON MEDICARE	160.0%
Surgery - Urinary	BASED ON MEDICARE	175.0%
Venipuncture	BASED ON MEDICARE	133.3%

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Plan Compensation Schedule (PCS) Attachment

Set forth below are the financial terms for the Agreement between Anthem and Provider. Anthem may, in its sole discretion, review and amend the reimbursement described below from time to time. Coded Service Identifiers referenced in the Plan Fee Schedule shall be updated from time to time.

Commercial Lines of Business

1. Behavior Health Provider will be compensated in accordance with the following:

(e) Plan Fee Schedule (PFS- WI378/WI556/WI379/WI557/WI380/WI558/WI381/WI559/WI382/WI560), which is based upon a Wisconsin Adjusted Resource Based Relative Value Scale (RBRVS) incorporating CMS site of service differentials and gap-filled with Ingenix relative value units. A representative sample of the Plan Fee Schedule in effect at the time the Agreement is executed is attached.

4. Compensation for a Covered Service provided to a Covered Individual that is not listed by code on the applicable Plan Fee Schedule referenced above will be based on an amount equal to the billed charge less a twenty-five percent (25%) discount. The amount of the discount will be calculated using the charge prior to the application of Cost Shares. Notwithstanding the foregoing, Anthem reserves the right to price Not Otherwise Classified (NOC) codes in accordance with its NOC reimbursement policies.

5. With respect to certain Health Benefit Plans, psychiatric care and chemical dependency rehabilitation services are Covered Services only to the extent that these services are incidental to Medically Necessary Health Services provided to a Covered Individual and such services are not otherwise reimbursable by a party subcontracting with Anthem to provide such coverage.

Government Lines of Business

Medicare HMO / PPO

1. For Covered Services provided to Covered Individuals, Provider shall be compensated at the Anthem Rate which is 100% of the current Medicare Advantage Plan Fee Schedule for the year in which services were provided.

Medicaid

1. For Covered Services provided to Covered Individuals, Provider shall be compensated at the lesser of the State of Wisconsin Medicaid Plan Fee Schedule on file with Plan or billed charges.

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PLAN COMPENSATION SCHEDULE/ATTACHMENT

Effective 10/1/2013												
Type of Service	CPT	Description	WI378 MD	WI556 MD	WI379 CADC	WI557 CADC	WI380 Master's Level	WI558 Master's Level	WI381 PHD/PSYD	WI559 PHD/PSYD	WI382 RN/NP	WI560 RN/NP
			Non Facility	Facility	Non Facility	Facility	Non Facility	Facility	Non Facility	Facility	Non Facility	Facility
Medicine - Other	90791	Psychiatric diagnostic evaluation (no medical services)	$183.92	$143.45	$109.11	$85.10	$155.84	$121.55	$165.22	$128.86	$155.84	$121.55
Medicine - Other	90792	Psychiatric diagnostic evaluation with medical service[illegible]	$152.31	$148.22	$90.35	$87.93	$129.06	$125.59	$136.82	$133.15	$129.06	$125.59
Medicine [illegible]er	[illegible]785	Interactive complexity [illegible]d on code	[illegible]	$5.73	$3.40	$3.40	$4.86	$4.86	$5.15	$5.15	$4.86	$4.86
Medic[illegible] - Other	9[illegible]32	Psychotherapy,3[illegible] 0 min	[illegible]	[illegible]	$45.36	$35.66	$64.79	$50.94	$68.69	$54.00	$64.79	$50.94
Medicine - [illegible]	90833	30 minute psychotherapy [illegible]on code	[illegible]	[illegible]	[illegible]	$29.91	$43.08	$42.73	$45.67	$45.30	$43.08	$42.73
Medicine - Other	[illegible]	P[illegible]chotherapy, [illegible] min	$102.00	$102.00	[illegible]	$60.51	$86.44	$86.44	$91.63	$91.63	$86.44	$86.44
Medicine - Other	90836	[illegible]5 minute psychoth[illegible] add [illegible]ode	$82.61	[illegible]	[illegible]	[illegible]	$70.00	$70.00	$74.21	$74.21	$70.00	$70.00
Medicine - Other	90837	P[illegible]other[illegible]y, [illegible] minutes	$144.73	$136.14	[illegible]	[illegible]	[illegible]	$115.36	$130.01	$122.30	$122.63	$115.36
Medicine - Other	90838	60 minute psychoth[illegible] add on c[illegible]	$133.41	$132.59	$79.14	$78.66	[illegible]	$112.35	$119.84	$119.11	$113.04	$112.35
Medicine - Other	90845	PSYCHOANALYSIS	$93.25	$91.12	$55.32	$54.06	$79.02	$77.21	$83.77	$81.86	$79.02	$77.21
Medicine - Other	90846	FAMILY PSYTX W/O PATIENT	[illegible]	[illegible]	$58.35	$56.84	[illegible]	$81.18	$88.36	$86.06	$83.34	$81.18
Medicine - Other	90847	FAMILY PSYTX W/PATIENT	$124.00	[illegible]	[illegible]	$73.56	$105.08	[illegible]	$111.39	$111.39	$105.08	$105.08
Medicine - Other	90849	MULTIPLE FAMILY GROUP PSYTX	$37.04	$33.21	[illegible]	$19.70	$31.39	[illegible]	$33.28	$29.84	$31.39	$28.14
Medicine - Other	90853	GROUP PSYCHOTHERAPY	$135.00	$135.00	$80.08	[illegible]	$114.41	[illegible]	[illegible]	$121.27	$114.41	$114.41
Medicine - Other	90865	NARCOSYNTHESIS	$175.43	$148.60	[illegible]	$88.16	$148.65	$125.92	[illegible]	$133.49	$148.65	$125.92
Medicine - Other	90870	ELECTROCONVULSIVE THERAPY	$154.57	$97.08	$91.69	$57.59	[illegible]	$82.26	$138.85	$87.21	$130.97	$82.26
Medicine - Other	90875	PSYCHOPHYSIOLOGICAL THERAPY	$80.48	$68.55	$47.74	[illegible]	[illegible]	[illegible]	$72.29	$61.58	$68.19	$58.09
Medicine - Other	90876	PSYCHOPHYSIOLOGICAL THERAPY	$119.65	$108.58	$70.98	$64.41	[illegible]	$92.00	[illegible]	$97.54	$101.38	$92.00
Medicine - Other	90880	HYPNOTHERAPY	$117.95	$110.28	$69.97	$65.42	[illegible]	$93.45	$105.95	$99.07	$99.94	$93.45
Medicine - Other	90885	PSY EVALUATION OF RECORDS	$55.35	$55.35	$32.84	$32.84	$46.90	$46.90	$49.72	$49.72	$46.90	$46.90
Medicine - Other	90887	CONSULTATION WITH FAMILY	$95.80	$84.31	$56.84	$50.01	$81.18	$71.44	$86.06	$75.74	$81.18	$71.44
Medicine - Other	96101	PSYCHO TESTING BY PSYCH/PHYS	$98.00	$98.00	$58.14	$58.14	$83.05	$83.05	$88.03	$88.03	$83.05	$83.05
Medicine - Other	96102	PSYCHO TESTING BY TECHNICIAN	$58.33	$25.97	$34.61	$15.41	$49.43	$22.01	$52.40	$23.33	$49.43	$22.01
Medicine - Other	96103	PSYCHO TESTING ADMIN BY COMP	$43.00	$43.00	$25.51	$25.51	$36.44	$36.44	$38.63	$38.63	$36.44	$36.44

Medicine - Other	96118	NEUROPSYCH TST BY PSYCH/PHYS	$127.00	$127.00	$75.34	$75.34	$107.63	$107.63	$114.08	$114.08	$107.63	$107.63
Medicine - Other	96119	NEUROPSYCH TESTING BY TEC	$74.94	$28.10	$44.46	$16.67	$63.50	$23.81	$67.32	$25.24	$63.50	$23.81
Medicine - Other	96150	ASSESS HLTH/BEHAVE, INIT	$21.29	$20.93	$14.90	$14.65	$21.29	$20.93	$22.57	$22.18	$21.29	$20.93
Medicine - Other	96152	INTERVENE HLTH/BEHAVE, INDIV	$19.48	$19.12	$13.64	$13.39	$19.48	$19.12	$19.48	$19.12	$19.48	$19.12
Medicine - Other	96154	INTERV HLTH/BEHAV, FAM W/PT	$19.12	$18.76	$13.39	$13.14	$19.12	$18.76	$19.12	$18.76	$19.12	$18.76
Medicine - Other	97803	MED NUTRITION, INDIV, SUBSEQ	$28.53	$26.40	$16.92	$15.66	$24.17	$22.37	$25.63	$23.72	$24.17	$22.37
Medicin[illegible] Other	9753[illegible]	DEVELOP OF COGNITIVE SKILLS, PATIENT CONTACT [illegible]Y PROVIDER,EACH 15 MINUTES	$10[illegible]	[illegible]	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Evaluati[illegible] and Manageme[illegible]	99205	O[illegible]FICE/OUTIEN [illegible]IT, NEW	$211[illegible]	$177[illegible]	$125.[illegible]	$105.59	$179.32	$150.81	$190.10	$159.88	$179.32	$150.81
Evaluation and Management	99212	O[illegible]FICE/OUTPA [illegible]ENT VISIT, [illegible]ST	$42.58	[illegible]7.25	[illegible]5.26	[illegible]6.17	$36.08	$23.09	$38.25	$24.48	$36.08	$23.09
Evaluation and Management	99213	OFFICE[illegible]A TIEN[illegible]ISI[illegible] ES[illegible]	$73.24	$54.08	$43.45	$32.08	$62.06	$45.82	$65.79	$48.58	$62.06	$45.82
Evaluation and Management	99214	[illegible]FICE/O[illegible]PA TIENT VIS[illegible], EST	[illegible]	$83.46	$64.92	[illegible].51	$92.7[illegible]	$70.72	$98.30	$74.97	$92.73	$70.72
Evaluation and Management	99221	INITIAL HOSPITA[illegible] CARE	$106.02	[illegible]106.02	$62.90	$62.90	$89.84	$89.84	$95.24	$95.24	$89.84	$89.84
Evaluation and Management	99222	INITIAL HOSPITAL CARE	[illegible]	[illegible]4.77	[illegible]85.88	$85.88	[illegible]22.67	$122.[illegible]	$130.05	$130.05	$122.67	$122.67
Evaluation and Management	99223	INITIAL HOSPITAL CARE	$212.90	$212.90	$126[illegible]	$126.30	$180.40	$180.4[illegible]	$191.[illegible]	$191.25	$180.40	$180.40
Evaluation and Management	99231	SUBSEQUENT HOSPITAL CARE	$43.01	$43.01	$25.51	$25.[illegible]	$36.44	$[illegible]44	[illegible]38.63	$38.63	$36.44	$36.44
Evaluation and Management	99232	SUBSEQUENT HOSPITAL CARE	$77.07	$77.07	[illegible]45.72	$45.72	$65.30	$65.30	[illegible]69.23	$69.23	$65.30	$65.30
Evaluation and Management	99233	SUBSEQUENT HOSPITAL CARE	$111.13	$111.13	$65.93	$65.93	[illegible]94.17	$94.17	$99.83	$99.83	$94.17	$94.17
Evaluation and Management	99238	HOSPITAL DISCHARGE DAY	$75.79	$75.79	$44.96	$4[illegible]	$64[illegible]	$6[illegible]	$68.09	$68.09	$64.22	$64.22
Evaluation and Management	99239	HOSPITAL DISCHARGE DAY	$111.13	$111.13	$65.93	$65.93	[illegible]94.17	$94.17	$99.83	$99.83	$94.17	$94.17
Evaluation and Management	99244	OFFICE CONSULTATION	$206.94	$174.58	$122.76	$103.57	$175.[illegible]	$147.93	$185.90	$156.82	$175.35	$147.93
Evaluation and Management	99251	INPATIENT CONSULTATION	$55.35	$55.35	$32.84	$32.84	$46.90	[illegible].90	$49.72	$49.72	$46.90	$46.90
Evaluation and Management	99252	INPATIENT CONSULTATION	$85.16	$85.16	$50.52	$50.52	$72.16	$72.16	$76.50	$76.50	$72.16	$72.16
Evaluation and Management	99253	INPATIENT CONSULTATION	$129.87	$129.87	$77.04	$77.04	$110.04	$110.04	$116.66	$116.66	$110.04	$110.04
Evaluation and Management	99254	INPATIENT CONSULTATION	$188.63	$188.63	$111.90	$111.90	$159.83	$159.83	$169.45	$169.45	$159.83	$159.83
Evaluation and Management	99308	NURSING FAC CARE, SUBSEQ	$70.68	$70.68	$41.93	$41.93	$59.89	$59.89	$63.50	$63.50	$59.89	$59.89
Rehabilitative Services	H0031	MENTAL HLTH ASSESMENT/N ON PHYS	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00

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Type of Service	CPT	Description	WI378 MD	WI556 MD	WI379 CADC	WI557 CADC	WI380 Master's Level	WI558 Master's Level	WI381 PHD/PS YD	WI559 PHD/PS YD	WI382 RN/NP	WI560 RN/NP
Rehabilitative Services	H0032	MENTAL HLTH SERVICE PLAN DEVELOPMENT/ NON PHYS	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Rehabilitative Services	H2012	BEHVIORALHLT H DAY TRATMENT, PER HOUR	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
Rehabilitative Services	H2019	THERAPEUTIC BEHAVIORALSE RVICE, PER 15 MIN	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Type of Service	CPT	Description	WI378 MD	WI556 MD	WI379 CADC	WI557 CADC	WI380 Master's Level	WI558 Master's Level	WI381 PHD/PS YD	WI559 PHD/PS YD	WI382 RN/NP	WI560 RN/NP
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0359T	BEHAVIOR IDENTIFICATIO N ASSESSM[illegible]	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
Adaptive Behavior Assess[illegible]ts and Treatm[illegible]t – Autism [illegible]ectrum Disorde[illegible]	0360T	OBSERVA[illegible]ON AL BEHAVIORAL FOLLOW-UP ASSESS. FIRST 3[illegible] MINUTES	$41.1[illegible]	[illegible]14	$28.80	$28.80	$41.14	$41.14	$41.14	$41.14	$41.14	$41.14
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0361T	EACH ADDIT[illegible]NA[illegible] 30 MIN[illegible]ES	$41.14	$41.1[illegible]	$28.8[illegible]	$28.8[illegible]	$41.14	$41.14	$41.14	$41.14	$41.14	$41.14
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0362T	EXPOSU[illegible] BEHAVIO[illegible]A[illegible] FOLLOW[illegible] ASSESS.[illegible]IRST 30 MINUTES	$61.71	$61.71	$43.20	$43.20	$61.71	$61.71	$61.71	$61.71	$61.71	$61.71
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0363T	EACH ADDITIONAL 30 MINUTES	$61.71	$61.71	$4[illegible]	$43.20	$61.71	$61.[illegible]	$61.[illegible]	$61.71	$61.71	$61.71
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0364T	ADAPTIVE BEHAVIOR TREATMENT BY PROTOCOL. FIRST 30 MINUTES	$20.00	$20.00	[illegible]0.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0365T	EACH ADDITIONAL 30 MINUTES	$20.00	$20.00	$20.00	$20.[illegible]	$20.[illegible]	[illegible]	$20.00	$20.00	$20.00	$20.00
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0366T	GROUP ADAPTIVE BEHAVIOR TREATMENT BY PROTOCOL. FIRST 30 MINUTES	$4.69	$4.69	$3.28	$3.28	$4.69	$4.69	$4.69	$4.69	$4.69	$4.69
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0367T	EACH ADDITIONAL 30 MINUTES	$4.69	$4.69	$3.28	$3.28	$4.69	$4.69	$4.69	$4.69	$4.69	$4.69
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0368T	ADAPTIVE BEHAVIOR TREATMENT WITH PROTOCOL MODIFICATION – FIRST 30	$38.96	$38.96	$23.38	$23.38	$38.96	$38.96	$38.96	$38.96	$38.96	$38.96

MEETING CANCELED

		MINUTES										
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0369T	EACH ADDITIONAL 30 MINUTES	$38.96	$38.96	$23.38	$23.38	$38.96	$38.96	$38.96	$38.96	$38.96	$38.96
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0370T	FAMILY ADAPTIVE BEHAVIOR TREATMENT GUIDANCE W/O PATIENT PRESENT	$85.16	$85.16	$59.60	$59.60	$85.16	$85.16	$85.16	$85.16	$85.16	$85.16
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	[illegible]71T	MULTIPLE-FAMILY GROUP ADAPTIVE BEHAVIOR TREATMENT GUIDANCE W/[illegible] PATIENT PRESENT	$18.7[illegible]	[illegible]18.76	$13.12	$13.12	$18.76	$18.76	$18.76	$18.76	$18.76	$18.76
Adaptive Behavio[illegible] Assess[illegible]nts and Treatm[illegible] – Autism Sp[illegible]rum Disorders	0372T	ADAPTIVE BEHAVIOR TREATMENT [illegible]AL SKILLS G[illegible]UP	$18.[illegible]	$18.[illegible]	$13[illegible]	$13.12	$18.76	$18.76	$18.76	$18.76	$18.76	$18.76
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0373T	E[illegible]POSURE [illegible]DAPTIVE [illegible]EHAVIO[illegible] TREAT[illegible]N WIT[illegible] P[illegible]OTOCO[illegible] [illegible]ODIFICA[illegible]ON REQUIRI[illegible] TWO OR[illegible] TECHNI[illegible]NS. FIRST 60 MINUTES	$77.92	$77.92	$68.20	$68.20	$77.92	$77.92	$77.92	$77.92	$77.92	$77.92
Adaptive Behavior Assessments and Treatment – Autism Spectrum Disorders	0374T	EACH ADDITIONAL 30 MINUTES	$38.96	$38.96	$2[illegible]	$27.28	$38.96	$38[illegible]	$38.[illegible]	$38.96	$38.96	$38.96

MEETING CANCELLED

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. **Meeting Date Requested:** 03 / 11 / 15

2. **Nature of request**

   Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

   United Healthcare Insurance Contract 2014-0648

   Agenda Header (choose one): New Business/Request

   Agenda item title (see instructions):

   United Healthcare Insurance Contract 2014-0648

   Action requested (choose one):

   ☐ Information only

   ☒ Action - please describe:

   Approve United Healthcare Insurance Contract 2014-0648

3. **Justification**

   Why BC action is required (see instructions):

   Law Office indicates the OBC needs to approve the contract

4. **Supporting Materials**

   Instructions

   ☐ Memo of explanation with required information (see instructions)

   ☐ Report ☐ Resolution ☒ Contract (check the box below if signature required)

   ☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

   1.
   2.
   3.
   4.

   ☒ Business Committee signature required

5. **Submission Authorization**

   Authorized sponsor (choose one): Debbie Danforth, Division Director/Operations

   Requestor (if different from above): Jeffrey R Carlson

   Name, Title / Dept. or Tribal Member

   Additional signature (as needed):

   Name, Title / Dept.

   Additional signature (as needed):

   Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

Use this number on future correspondence:

2014-0648

Purchasing Department Use
______ **Contract Approved**
______ **Contract Not Approved**
(see attached explanation)

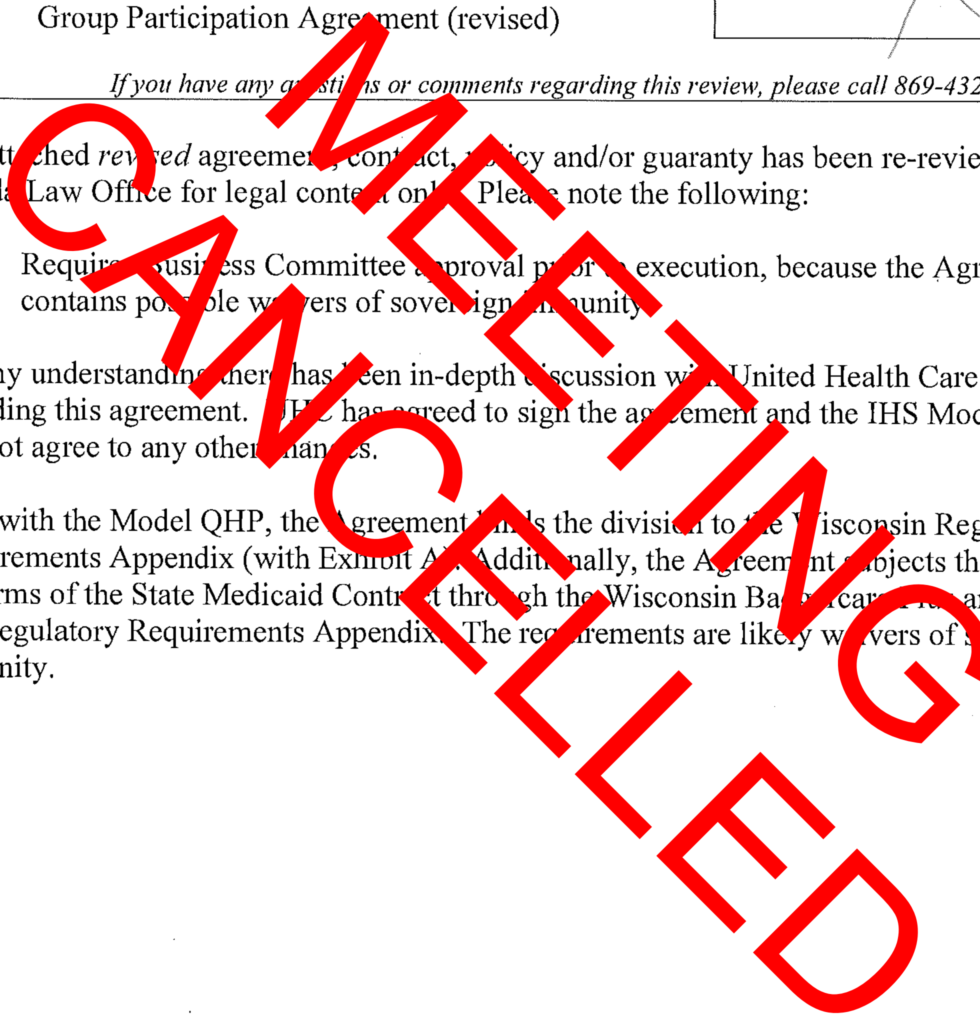
TO: Maria J. Doxtator-Alfaro
Oneida Health Center

FROM: Kelly M. McAndrews, Staff Attorney KMM

DATE: February 2, 2015

RE: United HealthCare Insurance Company-Medical Group Participation Agreement (revised)

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



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

✓ Requires Business Committee approval prior to execution, because the Agreement contains possible waivers of sovereign immunity.

It is my understanding there has been in-depth discussion with United Health Care (UHC) regarding this agreement. UHC has agreed to sign the agreement and the IHS Model QHP, but will not agree to any other changes.

Even with the Model QHP, the Agreement binds the division to the Wisconsin Regulatory Requirements Appendix (with Exhibit A). Additionally, the Agreement subjects the division to the terms of the State Medicaid Contract through the Wisconsin BadgerCare Plus and Medicaid SSI Regulatory Requirements Appendix. The requirements are likely waivers of sovereign immunity.

September 26, 2014

Oneida Tribe of Indians of Wisconsin
Cindy Mooren
PO Box 365
Oneida, WI 54155

Dear Cindy,

Please find enclosed revised copies of the Medical Group Participation Agreement proposal between UnitedHealthcare of Wisconsin, Inc. and Oneida Tribe of Indians of Wisconsin.

If you are in agreement with this proposal, please **sign, date and return the three (3) original copies to my attention.** In order to meet a 12/01/2014 effective date, I will need the contracts returned to me no later than Friday, October 24, 2014.

We look forward to your participation with UnitedHealthcare and in maintaining a positive working relationship with you. Please feel free to contact me with any questions or concerns at 414-443-4189.

Sincerely,

Khanh Nguyen

Khanh Nguyen
Network Account Manager
UnitedHealthcare of Wisconsin, Inc.
10701 West Research Drive
Wauwatosa, WI 53226

MEETING CANCELLED

MEETING CANCELED

Medical Group Participation Agreement

This Agreement is entered into by and between UnitedHealthcare Insurance Company, contracting on behalf of itself, UnitedHealthcare of Wisconsin, Inc. and the other entities that are United's Affiliates (collectively referred to as "United"), and Oneida Tribe of Indians of Wisconsin ("Medical Group").

This Agreement is effective on the later of the following dates (the "Effective Date"):

i) 12/01/2014 or
ii) the first day of the first calendar month that begins at least 30 days after the date when this Agreement has been executed by all parties.

Through contracts with physicians and other providers of health care services, United maintains one or more networks of providers that are available to Customers. Medical Group is a provider of health care services.

United wishes to arrange to make Medical Group's services available to Customers. Medical Group wishes to provide such services, under the terms and conditions set forth in this Agreement.

The parties therefore enter into this Agreement.

Article I.
Definitions

The following terms when used in this Agreement have the meanings set forth below:

1.1 **Benefit Plan** means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payer is obligated to provide coverage of Covered Services for a Customer.

1.2 **Covered Service** is a health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer.

1.3 **Customary Charge** is the fee for health care services charged by Medical Group that does not exceed the fee Medical Group would ordinarily charge another person regardless of whether the person is a Customer.

1.4 **Customer** is a person eligible and enrolled to receive coverage from a Payer for Covered Services.

1.5 **Medical Group Physician** is a Doctor of Medicine ("M.D."), or a Doctor of Osteopathy ("D.O."), duly licensed and qualified under the laws of the jurisdiction in which Covered Services are provided, who practices as a shareholder, partner, or employee of Medical Group, or who practices as a subcontractor of Medical Group. However, a subcontractor of Medical Group is a Medical Group Physician only with regard to services rendered to patients of Medical Group and billed under Medical Group's tax identification number. Additionally, a subcontractor is not a Medical Group Physician with regard to any services rendered in a physician's office other than those locations listed in Appendix 1.

MEETING CANCELED

1.6 **Medical Group Non-Physician Provider** is a surgical assistant, physician assistant, nurse practitioner, physical therapist, occupational therapist, speech therapist, mental health provider, or licensed social worker, who is duly authorized under the laws of the jurisdiction in which Covered Services are provided, and who renders Covered Services as an employee or subcontractor of Medical Group. However, a subcontractor of Medical Group is a Medical Group Non-Physician Provider only with regard to services rendered to patients of Medical Group and billed under Medical Group's tax identification number. Additionally, a subcontractor is not a Medical Group Non-Physician Provider with regard to any services rendered in a physician's office other than those locations listed in Appendix 1.

1.7 **Medical Group Professional** is a Medical Group Physician or a Medical Group Non-Physician Provider.

1.8 **Payment Policies** are the guidelines adopted by United for calculating payment of claims under this Agreement. The Payment Policies may change from time to time as discussed in section 7.4 of this Agreement.

1.9 **Payer** is an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized by United to access Medical Group's services under this Agreement.

1.10 **Protocols** are the programs, protocols and administrative procedures adopted by United or a Payer to be followed by Medical Group in providing services and doing business with United and Payers under this Agreement. These Protocols may include, among other things, credentialing and recredentialing processes, utilization management and care management processes, quality improvement, peer review, Customer grievance, concurrent review, or other similar United or Payer programs. The Protocols may change from time to time as discussed in section 5.4 of this Agreement.

1.11 **United's Affiliates** are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.

Article II.
Representations and Warranties

2.1 **Representations and Warranties of Medical Group.** Medical Group, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

i) Medical Group is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

ii) Medical Group has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Medical Group have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law.

iii) The execution, delivery and performance of this Agreement by Medical Group do not and will not violate or conflict with (a) the organizational documents of Medical Group, (b) any material agreement or instrument to which Medical Group is a party or by which Medical Group or any material part of its property is bound, or (c) applicable law.

Medical Group has the unqualified authority to bind, and does bind, itself and Medical Group Professionals to all of the terms and conditions of this Agreement, including any Appendices, Attachments and Exhibits, as applicable.

iv) Medical Group has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

v) Medical Group has been given an opportunity to review the Protocols and Payment Policies. See the Additional Manuals Appendix for additional information regarding the Protocols and Payment Policies applicable to Customers enrolled in certain Benefit Plans.

vi) Each submission of a claim by Medical Group pursuant to this Agreement shall be deemed to constitute the representation and warranty by it to United that (a) the representations and warranties of it set forth in this section 2.1 and elsewhere in this Agreement are true and correct as of the date the claim is submitted, (b) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of such claim, (c) the charge amount set forth on the claim is the Customary Charge and (d) the claim is a valid claim.

MEETING CANCELLED

2.2 Representations and Warranties of United. United, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

i) United is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

ii) United has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by United have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law.

iii) The execution, delivery and performance of this Agreement by United do not and will not violate or conflict with (a) the organizational documents of United, (b) any material agreement or instrument to which United is a party or by which United or any material part of its property is bound, or (c) applicable law.

iv) United has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

Article III.
Applicability of this Agreement

3.1 Medical Group's Services. This Agreement applies to Medical Group's practice locations set forth in Appendix 1. In the event Medical Group begins providing services at other locations (either by opening such locations itself, or by acquiring, merging or coming under common ownership and control with an existing provider of services that was not already under contract

with United or one of United's Affiliates to participate in a network of health care providers), such additional locations will become subject to this Agreement 30 days after United receives the notice required under section 5.7(v) of this Agreement.

In the event Medical Group acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with United or one of United's Affiliates to participate in a network of health care providers, this Agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger or affiliation, unless otherwise agreed to in writing by all parties to such agreements.

Medical Group may transfer all or some of its assets to another entity, if the result of such transfer would be that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Medical Group, but only if Medical Group requests that United approve the assignment of this Agreement as it relates to those Covered Services and only if the other entity agrees to assume this Agreement. This paragraph does not limit United's right under section 10.4 of this Agreement to elect whether to approve the assignment of this Agreement.

3.2 **Payers and Benefit Plan types.** United may allow Payers to access Medical Group's services under this Agreement for the Benefit Plan types described in Appendix 2. Appendix 2 may be modified by United upon 30 days written or electronic notice.

3.3 **Services not covered under a Benefit Plan.** This Agreement does not apply to services not covered under the applicable Benefit Plan. Medical Group may seek and collect payment from a Customer for such services, provided that the Medical Group first obtain the Customer's written consent.

This section does not authorize Medical Group to bill or collect from Customers for Covered Services for which claims are denied or otherwise not paid. That issue is addressed in sections 7.5 and 7.8 of this Agreement.

3.4 **Patients who are not Customers.** This Agreement does not apply to services rendered to patients who are not Customers at the time the services were rendered. Section 7.6 of this Agreement addresses circumstances in which claims for services rendered to such persons are inadvertently paid by a Payer.

3.5 **Health Care.** Medical Group acknowledges that this Agreement and Customer Benefit Plans do not dictate the health care provided by Medical Group or Medical Group Professionals, or govern Medical Group's or Medical Group Professional's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Medical Group Professionals and with Customers and not with United or any Payer.

3.6 **Communication with Customers.** Nothing in this Agreement is intended to limit Medical Group's or Medical Group Professional's right or ability to communicate fully with a Customer regarding the Customer's health condition and treatment options. Medical Group and Medical Group Professionals are free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Medical Group and Medical Group Professionals are free to discuss with a Customer any financial incentives Medical Group may have under this Agreement, including describing at a general level the payment methodologies contained in this Agreement.

MEETING CANCELED

Article IV.
Participation of Medical Group Professionals in United's Network

4.1 Medical Group Professionals as Participating Providers. Except as described under section 4.2, all Medical Group Professionals will participate in United's network. Medical Group has the authority to bind, and will bind, all new Medical Group Professionals to the obligations of this Agreement.

4.2 Medical Group Professionals who are not Participating Providers. The following Medical Group Professionals are not participating providers in United's network:

i) A Medical Group Physician (or a Medical Group Non-Physician Provider, in the event such provider is of a provider type that United credentials) who has been denied participation in United's credentialing program, whose credentialing application has not been submitted, or whose credentialing application remains pending; or

ii) A Medical Group Professional who has been terminated from participation in United's network pursuant to section 4.5 of this Agreement.

4.3 Credentialing. Medical Group and Medical Group Physicians will participate in and cooperate with United's credentialing program. Medical Group Non-Physician Providers will participate in and cooperate with United's credentialing program to the extent such Medical Group Non-Physician Providers are subject to credentialing by United.

4.4 New Medical Group Professionals. Medical Group will notify United at least 30 days before a physician becomes a Medical Group Physician. In the event that the Medical Group's agreement with the new Medical Group Physician provides for a starting date that would make it impossible for Medical Group to provide 30 days advance notice to United, then Medical Group will give notice to United within five business days after reaching agreement with the new Medical Group Physician. In either case, the new Medical Group Physician will submit and complete a credentialing application to United within 30 days of the new Medical Group Physician's agreement to join Medical Group, unless the new Medical Group Physician already has been credentialed by United and is already a participant in United's network.

The requirements of this section 4.4 also apply to new Medical Group Non-Physician Providers who are subject to credentialing by United.

4.5 Termination of a Medical Group Professional from United's Network. United may terminate a Medical Group Professional's participation in United's network, without terminating this Agreement, immediately upon becoming aware of any of the following:

i) material breach of this Agreement that is not cured by Medical Group Professional within 30 days after United provided notice to Medical Group of the breach;

ii) the suspension, revocation, condition, limitation, qualification or other material restriction on a Medical Group Professional's licenses, certifications and permits by any government agency under which the Medical Group Professional is authorized to provide health care services;

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iii) the suspension, revocation, condition, limitation, qualification or other material restriction of a Medical Group Physician's staff privileges at any licensed hospital, nursing home or other facility at which the Medical Group Physician has staff privileges during the term of this Agreement;

iv) an indictment, arrest or conviction for a felony, or for any criminal charge related to the practice of Medical Group Professional's profession;

v) a sanction imposed by any governmental agency or authority, including Medicare or Medicaid; or

vi) pursuant to United's Credentialing Plan.

United will notify Medical Group of the Medical Group Professional's termination according to the notice provision set forth in section 10.8 of this Agreement.

4.6 Covered Services by Medical Group Professionals who are not Participating Providers. Medical Group will staff its service locations so that Covered Services can appropriately be rendered to Customers by Medical Group Professionals who participate in United's network. A Medical Group Professional who does not participate in United's network, pursuant to section 4.2 of this Agreement, will not render Covered Services to a Customer.

In the event Covered Services are rendered by a Medical Group Professional who does not participate in United's network, Medical Group and the Medical Group Professional will not submit a claim or other request for payment to United or Payer, and will not seek or accept payment from the Customer.

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Article V.
Duties of Medical Group

5.1 Provide Covered Services. Medical Group will provide Covered Services to Customers.

5.2 Nondiscrimination. Medical Group will not discriminate against any patient with regard to quality of service or accessibility of services on the basis that the patient is a Customer. Medical Group will not require a Customer to pay a "membership fee" or other fee in order to access Medical Group for Covered Services (except for co-payments, coinsurance and/or deductibles provided for under Customer's Benefit Plan) and will not discriminate against any Customer based on the failure to pay such a fee.

5.3 Accessibility. Medical Group will provide or arrange for the provision of advice and assistance to Customers in emergency situations 24 hours a day, seven days a week.

5.4 Cooperation with Protocols. Medical Group will cooperate with and be bound by United's and Payers' Protocols. The Protocols include but are not limited to all of the following:

i) Medical Group will use reasonable commercial efforts to direct Customers only to other providers that participate in United's network, except as otherwise authorized by United or Payer.

ii) If the Customer's Benefit Plan requires the Customer to receive certain Covered Services from or upon referral by a primary care physician, all referral physicians must adhere to the following additional protocols when those Covered Services are provided:

a) Notify Customer's primary care physician of referrals to other participating or non-participating providers.

b) Covered Services must be provided pursuant to the terms and limitations of the referral notification issued by or on behalf of the Customer's primary care physician.

c) If the Medical Group Physician providing the Covered Services is a referral physician, the Medical Group Physician must also notify the Customer's primary care physician of all admissions in accordance with the required time frames.

iii) Medical Group will provide notification for certain Covered Services, accept and return telephone calls from United staff, and respond to United requests for clinical information, as required by United or payer as described in the Protocols.

The Protocols will be made available to Medical Group online or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide or in other communications.

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Medical Group at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Medical Group's consent if such change is applicable to all or substantially all of the medical groups in United's network located in the same state as Medical Group and that practice the same specialty as Medical Group. Otherwise, changes to the Protocols proposed by United to be applicable to Medical Group are subject to the terms of section 10.2 of this Agreement that are applicable to amendments.

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5.5 Licensure. Medical Group and Medical Group Professionals will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Medical Group and Medical Group Professionals to lawfully perform this Agreement.

5.6 Liability Insurance. Medical Group will assure that Medical Group and all Medical Group Professionals are covered by liability insurance. Except to the extent coverage is a state mandated placement, the liability coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the state in which the Covered Services are provided. The liability insurance shall be, at a minimum, of the types and in the amounts set forth below. Medical malpractice insurance shall be either occurrence or claims made with an extended period reporting option. Prior to the Effective Date of this Agreement and within 10 days of each policy renewal thereafter, Medical Group shall submit to United in writing evidence of insurance coverage.

TYPE OF INSURANCE	MINIMUM LIMITS
Medical malpractice and/or professional liability insurance	Three Million Dollars ($3,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) aggregate, if Medical Group insures all Medical Group Professionals in a single policy

	This insurance requirement will also be satisfied if the Medical Group insures each Medical Group Professional separately, and the coverage for each Medical Group Professional is at least One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate
Commercial general and/or umbrella liability insurance	One Million Dollars ($1,000,000.00) per occurrence and aggregate

In lieu of purchasing the insurance coverage required in this section, Medical Group may, with the prior written approval of United, self-insure its medical malpractice and/or professional liability, as well as its commercial general liability. Medical Group shall maintain a separate reserve for its self-insurance. If Medical Group will use the self-insurance option described in this paragraph, Medical Group will provide to United, prior to the Effective Date, a statement verified by an independent auditor or actuary that its reserve funding levels and process of funding appears adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Medical Group will provide a similar statement during the term of this Agreement upon United's request, which will be made no more frequently than annually. Medical Group will assure that its self-insurance fund will comply with applicable laws and regulations.

5.7 Notice. Medical Group will give notice to United within 10 days after any event that causes Medical Group to be out of compliance with section 5.5 or 5.6 of this Agreement, or of any change in Medical Group's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in Medical Group being owned or controlled by an entity with which it was already affiliated prior to the change. In addition, Medical Group will give written notice to United within 10 days after it learns of any of the following:

i) any suspension, revocation, condition, limitation, qualification or other material restriction on a Medical Group Professional's licenses, certifications and permits by any government agency under which a Medical Group Professional is authorized to provide health care services;

ii) any suspension, revocation, condition, limitation, qualification or other material restriction of a Medical Group Physician's staff privileges at any licensed hospital, nursing home or other facility at which a Medical Group Physician has staff privileges during the term of this Agreement;

iii) indictment, arrest or conviction of a Medical Group Professional for a felony, or for any criminal charge related to the practice of the Medical Group Professional's profession;

iv) the departure of any Medical Group Professional from Medical Group; or

v) any changes to the information contained in Appendix 1.

5.8 Customer consent to release of Medical Record Information. Medical Group will obtain any Customer consent required in order to authorize Medical Group to provide access to requested information or records as contemplated in section 5.9 of this Agreement, including copies of the Medical Group's medical records relating to the care provided to Customer.

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5.9 Maintenance of and Access to Records. Medical Group will maintain adequate medical, financial and administrative records related to Covered Services rendered by Medical Group under this Agreement, including claims records, for at least 6 years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Medical Group will provide access to these records as follows:

i) to United or its designees, in connection with United's utilization management/ care management, quality assurance and improvement and for claims payment and other administrative obligations, including reviewing Medical Group's compliance with the terms and provisions of this Agreement and appropriate billing practice. Medical Group will provide access during ordinary business hours within fourteen days after a request is made, except in cases of a United audit involving a fraud investigation or the health and safety of a Customer (in which case, access shall be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable United to reasonably meet the timelines for determining the appeal or grievance); and

ii) to agencies of the government, in accordance with applicable law, to the extent such access is necessary to comply with regulatory requirements applicable to Medical Group, United or Payers.

Medical Group will cooperate with United on a timely basis in connection with any such audit including, among other things, in the scheduling of and participation in an audit exit interview within 30 days of United's request.

If such information and records are requested by United, Medical Group shall provide copies of such records free of charge.

5.10 Access to Data. Medical Group represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Medical Group that is reported in a manner which has been validated by a third party as having a clear, evidence based link to quality or safety (e.g., AHRQ standards) or which has been created by employer coalitions as proxies for quality (e.g., Leapfrog standards).

United recognizes that Medical Group has the sole discretion to select the metrics which it will track from time to time and that Medical Group's primary goal in so tracking is to advance the quality of patient care. If the information that Medical Group chooses to report on is available in the public domain in a format that includes all data elements required by United, United will obtain quality information directly from the source to whom Medical Group reported. If the Medical Group does not report metrics in the public domain, on a quarterly basis, Medical Group will share these metrics with United as tracked against a database of all commercial patients (including patients who are not United customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers.

5.11 Compliance with law. Medical Group will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

5.12 Electronic connectivity. When made available by United, Medical Group will do business with United electronically. Medical Group will use www.unitedhealthcareonline.com to check eligibility status, claims status, and submit requests for claims adjustments for Customers enrolled

in products supported by www.unitedhealthcareonline.com. Medical Group agrees to use www.unitedhealthcareonline.com for additional functionalities (for instance, notification of admission) after United informs Medical Group that such functionalities have become available for the applicable Customer.

5.13 **Employees and subcontractors.** Medical Group will assure that its employees, affiliates and any individuals or entities subcontracted by Medical Group to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit Medical Group's obligations and accountability under this Agreement with regard to such services.

For laboratory services, Medical Group will only be reimbursed for services that Medical Group is certified through the Clinical Laboratory Improvement Amendments (CLIA) to perform, and Medical Group must not bill Customers for any laboratory services for which Medical Group lacks CLIA certification.

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Article VI.
Duties of United and Payers

6.1 **Payment of Claims.** As described in further detail in Article VII of this Agreement, Payers will pay Medical Group for rendering Covered Services to Customers.

6.2 **Liability Insurance.** United will procure and maintain professional and general liability insurance and other insurance, as United reasonably determines may be necessary, to protect United and United's employees against claims, liabilities, damages or judgments that arise out of services provided by United or United's employees under this Agreement.

6.3 **Licensure.** United will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable United to lawfully perform this Agreement.

6.4 **Notice.** United will give written notice to Medical Group within 10 days after any event that causes United to be out of compliance with Section 6.2 or 6.3 of this Agreement, or of any change in United's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in United being owned or controlled by an entity with which it was already affiliated prior to the change.

6.5 **Compliance with law.** United will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information and those relating to prompt payment of claims, to the extent those requirements are applicable.

6.6 **Electronic connectivity.** United will do business with Medical Group electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those products supported by www.unitedhealthcareonline.com. United will communicate enhancements in www.unitedhealthcareonline.com functionality as they become available, as described in Section 5.12, and will make information available as to which products are supported by www.unitedhealthcareonline.com.

6.7 **Employees and subcontractors.** United will assure that its employees, affiliates and any individuals or entities subcontracted by United to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or

subcontractors to render services in connection with this Agreement will not limit United's obligations and accountability under this Agreement with regard to such services.

Article VII.
Submission, Processing, and Payment of Claims

7.1 **Form and content of claims.** Medical Group must submit claims for Covered Services in a manner and format prescribed by United, as further described in the Protocols. Unless otherwise directed by United, Medical Group shall submit claims using current CMS 1500 form or its successor for paper claims and HIPAA standard professional or institutional claim formats for electronic claims, as applicable, with applicable coding including, but not limited to, ICD, CPT, Revenue and HCPCS coding.

Medical Group will submit claims only for services performed by Medical Group or Medical Group staff. Pass through billing is not payable under this Agreement.

7.2 **Electronic filing of claims.** Within six months after the Effective Date of this Agreement, Medical Group will use electronic submission for all of its claims under this Agreement that United is able to accept electronically.

7.3 **Time to file claims.** All information necessary to process a claim must be received by United no more than 90 days from the date that Covered Services are rendered. In the event United requests additional information in order to process the claim, Medical Group will provide such additional information within 90 days of United's request. If Payer is not the primary payer, and Medical Group is pursuing payment from the primary payer, the 90 day filing limit will begin on the date Medical Group receives the claim response from the primary payer.

7.4 **Payment of claims.** Payer will pay claims for Covered Services according to the lesser of Medical Group's Customary Charge or the applicable fee schedule (as further described in the Payment Appendix(ices) to this Agreement), and in accordance with Payment Policies.

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Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable law.

The obligation for payment under this Agreement is solely that of Payer and not that of United unless United is the Payer.

Ordinarily, fee amounts listed in the Payment Appendix(ices) are based upon primary fee sources. United reserves the right to use gap-fill fee sources where primary fee sources are not available.

United routinely updates its fee schedule in response to additions, deletions, and changes to CPT codes by the American Medical Association, price changes for immunizations and injectable medications, and in response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry, such as those maintained by the Centers for Medicare and Medicaid Services (for example HCPCS, etc.).

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Ordinarily, United's fee schedule is updated using similar methodologies for similar services. United will not generally attempt to communicate routine maintenance of this nature and will generally implement updates within 90 days from the date of publication.

United will give Medical Group 90 days written or electronic notice of non-routine fee schedule changes which will substantially alter the overall methodology or reimbursement level of the fee schedule. In the event such changes will reduce Medical Group's overall reimbursement under this Agreement, Medical Group may terminate this Agreement by giving 60 days written notice to United, provided that the notice is given by Medical Group within 30 days after the notice of the fee schedule change.

United will make its Payment Policies available to Medical Group online or upon request. United may change its Payment Policies from time to time.

7.5 **Denial of Claims for Not Following Protocols, Not Filing Timely or Lack of Medical Necessity.** Payment may be denied in whole or in part if Medical Group does not comply with a Protocol or does not file a timely claim under section 7.3 of this Agreement. Payment may also be denied for services provided that are determined by United to be medically unnecessary, and Medical Group may not bill the Customer for such services unless the Customer has, with knowledge of United's determination of a lack of medical necessity, agreed in writing to be responsible for payment of those charges.

In the event that payment of a claim is denied for lack of notification or for untimely filing, the denial will be reversed if Medical Group appeals within 12 months after the date of denial and can show all of the following:

i) that, at the time the Protocols required notification or at the time the claim was due, Medical Group did not know and was unable to reasonably determine that the patient was a Customer,

ii) that Medical Group took reasonable steps to learn that the patient was a Customer, and

iii) that Medical Group promptly provided notification, or filed the claim, after learning that the patient was a Customer.

7.6 **Retroactive Correction of Information Regarding Whether Patient Is a Customer.** Prior to rendering services, Medical Group will ask the patient to present his or her Customer identification card. In addition, Medical Group may contact United to obtain the most current information on the patient as a Customer.

However, Medical Group acknowledges that such information provided by United is subject to change retroactively, under the following circumstances: (i) if United has not yet received information that an individual is no longer a Customer; (ii) if the individual's Benefit Plan is terminated retroactively for any reason including, but not limited to, non-payment of premium; (iii) as a result of the Customer's final decision regarding continuation of coverage pursuant to state and federal laws; or (iv) if eligibility information United receives is later proven to be false.

If Medical Group provides health care services to an individual, and it is determined that the individual was not a Customer at the time the health care services were provided, those services shall not be eligible for payment under this Agreement and any claims payments made with regard to such services may be recovered as overpayments under the process described in section 7.10 of this Agreement. Medical Group may then directly bill the individual, or other responsible party, for such services.

7.7 **Payment under this Agreement is Payment in Full.** Payment as provided under section 7.4 of this Agreement, together with any co-payment, deductible or coinsurance for which the Customer is responsible under the Benefit Plan, is payment in full for a Covered Service. Medical Group will not seek to recover, and will not accept any payment from Customer, United, Payer or anyone acting in their behalf, in excess of payment in full as provided in this section 7.7, regardless of whether such amount is less than Medical Group's billed charge or Customary Charge.

7.8 **Customer Hold Harmless.** Medical Group will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Medical Group's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

i) Medical Group's failure to comply with the Protocols,

ii) Medical Group's failure to file a timely claim,

iii) Payer's Payment Policies,

iv) inaccurate or incorrect claim processing,

v) insolvency or other failure by Payer to maintain its obligation to fund claims payments, if Payer is United, or is an entity required by applicable law to assure that its Customers not be billed in such circumstances, or

vi) a denial based on medical necessity or prior authorization, except as permitted under section 7.5.

This obligation to refrain from billing Customers applies even in those cases in which Medical Group believes that United or Payer has made an incorrect determination. In such cases, Medical Group may pursue remedies under this Agreement against United or Payer, as applicable, but must still hold the Customer harmless.

In the event of a default by a Payer other than those Payers covered by the above clause v), Medical Group may seek payment directly from the Payer or from Customers covered by that Payer. However, Medical Group may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Medical Group then gives United 15 days prior written notice of Medical Group's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

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This section 7.8 and section 7.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

7.9 Consequences for Failure to Adhere to Customer Protection Requirements. If Medical Group collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable co-payment, deductible or coinsurance), contrary to section 7.7 or 7.8 of this Agreement, Medical Group shall be in breach of this Agreement. This section 7.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Medical Group to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Medical Group, the amount wrongfully collected from Customers, and may also deduct an amount equal to any costs or expenses incurred by the Customer, United or Payer in defending the Customer from such action and otherwise enforcing sections 7.7 through 7.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision shall be used to reimburse the Customer and to satisfy any costs incurred. The remedy contained in this paragraph does not preclude United from invoking any other remedy for breach that may be available under this Agreement.

7.10 Correction of Overpayments or Underpayments of Claims. In the event that either Party believes that a claim has not been paid correctly or that funds were paid beyond or outside of what is provided for under this Agreement, either party may seek correction of the payment, except that Medical Group may not seek correction of a payment more than 12 months after it was made.

Medical Group will repay overpayments within 30 days of notice of the overpayment. Medical Group will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement and will return such overpayment to United within 30 days after posting it as a credit balance.

Medical Group agrees that recovery of overpayments may be accomplished by offsets against future payments.

7.11 Claims Payment Issues Arising from Departure of Medical Group Professionals from Medical Group. In the event a Medical Group Professional departs from Medical Group and uncertainty arises as to whether Medical Group or some other entity is entitled to receive payment for certain services rendered by such former Medical Group Professional, the parties will cooperate with each other in good faith in an attempt to resolve the situation appropriately.

In the event that Medical Group's failure to give timely notice under section 5.7 (iv) of this Agreement resulted in claims payments being made incorrectly to Medical Group, Medical Group shall promptly call the situation to United's attention and return such payments to United. In the event Medical Group fails to do so, United may hold Medical Group liable for any attorneys' fees, costs, or administrative expenses incurred by United as a result.

In the event that both Medical Group and some other entity assert a right to payment for the same service rendered by the former Medical Group Professional, United may refrain from paying either entity until the payment obligation is clarified. Provided that United acts in good faith, Medical Group will waive any right to receive interest or penalties under any applicable law relating to the prompt payment of claims.

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Article VIII.
Dispute Resolution

The parties will work together in good faith to resolve any and all disputes between them (hereinafter referred to as "Disputes") including but not limited to all questions of arbitrability, the existence, validity, scope or termination of the Agreement or any term thereof.

If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it shall thereafter be submitted to binding arbitration in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see http://www.adr.org). Unless otherwise agreed to in writing by the parties, the party wishing to pursue the Dispute must initiate the arbitration within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum.

Any arbitration proceeding under this Agreement shall be conducted in Milwaukee County, WI. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Agreement and shall be bound by controlling law. The arbitrator(s) shall have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for such relief.

The parties expressly intend that any dispute relating to the business relationship between them be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with our dispute. The parties agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Medical Group before Medical Group may invoke any right to arbitration under this Article VIII.

The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

In the event that any portion of this Article or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Article or Agreement. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for such a termination exist, the matter will be resolved through arbitration under this Article VIII. While such arbitration remains pending, the termination for breach will not take effect.

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This Article VIII governs any dispute between the parties arising before or after execution of this Agreement and shall survive any termination of the Agreement.

Article IX.
Term and Termination

9.1 **Term.** This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of three years and renew automatically for renewal terms of one year, until terminated pursuant to section 9.2.

9.2 **Termination.** This Agreement may be terminated under any of the following circumstances:

i) by mutual written agreement of the parties;

ii) by either party, upon at least 90 days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;

iii) by either party upon 60 days written notice in the event of a material breach of this Agreement by the other party, except that such a termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, such termination may be deferred as further described in Article VIII of this Agreement;

iv) by either party upon 10 days written notice in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 5.6 or section 6.2 of this Agreement; or

v) by Medical Group, as described in section 7.4 of this Agreement in the event of a non-routine fee schedule change.

9.3 **Ongoing Services to Certain Customers After Termination Takes Effect.** In the event a Customer is receiving any of the Covered Services listed below, as of the date the termination takes effect, Medical Group will continue to render those Covered Services to that Customer and this Agreement will continue to apply to those Covered Services, after the termination takes effect, for the length of time indicated below.

Inpatient Covered Services	30 days or until discharge, whichever comes first
Pregnancy, Third Trimester – Low Risk	Through postpartum follow up visit
Pregnancy, First, Second or Third Trimester – Moderate Risk and High Risk	Through postpartum follow up visit
Non-Surgical Cancer Treatment	30 days or a complete cycle of radiation or chemotherapy, whichever is greater
End Stage Kidney Disease and Dialysis	30 days
Symptomatic AIDS undergoing active treatment	30 days
Circumstances where Payer is required by applicable law to provide transition coverage of services rendered by Medical Group after Medical Group leaves the provider network accessed by Payer.	As applicable

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Article X.
Miscellaneous Provisions

10.1 Entire Agreement. This Agreement is the entire agreement between the parties with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter.

10.2 Amendment. United can amend this Agreement or any of the appendices on 90 days written or electronic notice by sending Medical Group a copy of the amendment. Medical Group's signature is not required to make the amendment effective. However, if the amendment is not required by law or regulation and would impose a material adverse impact on Medical Group, then Medical Group may terminate this Agreement on 60 days written notice to United by sending a termination notice within 30 days after receipt of the amendment.

10.3 Nonwaiver. The waiver by either party of any breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision.

10.4 Assignment. This Agreement may not be assigned by either party without the written consent of the other party, except that this Agreement may be assigned by United to any of United's Affiliates.

10.5 Relationship of the Parties. The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

10.6 No Third-Party Beneficiaries. United and Medical Group are the only entities with rights and remedies under the Agreement.

10.7 Delegation. United may delegate (but not assign) certain of its administrative duties under this Agreement to one or more other entities. No such delegation will relieve United of its obligations under this Agreement.

10.8 Notice. Any notice required to be given under this Agreement shall be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. All written or electronic notices shall be deemed to have been given when delivered in person, by electronic communication, by facsimile or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth on the signature portion of this Agreement or to another more recent address of which the sending party has received written notice. Notwithstanding the previous sentence, all notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested.

Each party shall provide the other with proper addresses, facsimile numbers and electronic mail addresses of all designees that should receive certain notices or communication instead of that party.

10.9 Confidentiality. Neither party will disclose to a Customer, other health care providers, or other third parties any of the following information (except as required by an agency of the government):

i) any proprietary business information, not available to the general public, obtained by the party from the other party;

ii) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits.

At least 48 hours before either party issues a press release, advertisement, or other media statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

10.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state in which Medical Group renders Covered Services, and any other applicable law.

10.11 Regulatory Appendices. One or more regulatory appendix may be attached to this Agreement, setting forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the provisions of the regulatory appendix will control, to the extent it is applicable.

10.12 Severability. Any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

10.13 Survival. Sections 5.9, 7.7, 7.8, Article VIII and sections 10.3 and 10.9 (except for the last paragraph) of this Agreement will survive the termination of this Agreement.

MEETING CANCELLED

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

Oneida Tribe of Indians of Wisconsin	
Signature: ______________	Street: PO Box 365
Print Name: ______	City: Oneida
Title: ______	State: WI Zip Code: 54155
D/B/A: ______	Phone: 920-869-2711
Date: ______	E-mail: ______

UnitedHealthcare Insurance Company on behalf of itself, UnitedHealthcare of Wisconsin, Inc. and its other affiliates, as signed by its authorized representative:

Signature: ______________
Print Name: Cathe[illegible]ne [illegible]urn[illegible]
Title: Vice President, Network Management
Date: ______

Address to be used for giving notice to United under the Agreement:
Street: 10701 W. Research Dr.
City: Milwaukee
State: WI Zip Code: 53226

For office use only: 961880
Month and year in which Agreement is first effective: 12/1/2014

MEETING CANCELLED

Attachments as of the Effective Date:

[X] Appendix 1: Medical Group Practice Locations
[X] Appendix 2: Benefit Plan Descriptions
[X] Additional Manuals Appendix

Payment Appendices:
[X] All Payer Appendix(ices)
[________] Options PPO Payment Appendix
[X] Medicare Advantage Payment Appendix
[X] Medicaid and/or CHIP Payment Appendix(ices)
[________] ________

Regulatory Appendices:
[X] State Regulatory Requirements Appendix (list all states as applicable)
[WI]
[________]
[________]
[________]
[X] Medicare Advantage Regulatory Requirements Appendix
[X] Medicaid and/or CHIP Regulatory Requirements Appendix(ices)

Other Attachments:
[________] ________
[________] ________

MEETING CANCELLED

Appendix 1
Medical Group Practice Locations

Medical Group attests that this Appendix identifies all services and locations covered under this Agreement.

IMPORTANT NOTE: Medical Group acknowledges its obligation under Section 5.7 to promptly report any change in Medical Group's name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

BILLING ADDRESS
Identify only if a common name and address appears on all Medical Group practice location bills that utilize the Medical Group's Tax ID under the Agreement.

Practice Name Oneida Tribe of Indians of Wisconsin
Street Address PO Box 365
City Oneida State WI Zip 54155
Tax ID Number (TIN) [illegible]96081138 National Provider ID (NPI) 1689908527

PRACTICE LOCATIONS (complete one for each service location)		
Clinic Name	**Clinic Name**	**Clinic Name**
Oneida Tribe of Indians of Wisconsin	**Oneida Tribe of Indians of Wisconsin**	______
Street Address	**Street Address**	**Street Address**
2640 W Point Rd	**[illegible]25 Airport [illegible]**	
City	**City**	**City**
Green Bay	**Oneida**	
State and Zip Code	**State and Zip Code**	**State and Zip Code**
WI 54304	**WI 54155**	______
Phone Number	**Phone Number**	**Phone Number**
920-490-3700	**920-869-2711**	
TIN (*If different from above*)	**TIN (*If different from above*)**	**TIN (*If different from above*)**
______	______	______
National Provider ID (NPI)	**National Provider ID (NPI)**	**National Provider ID (NPI)**
1689908527	1689908527	______

PRACTICE LOCATIONS (complete one for each service location)		
Clinic Name	**Clinic Name**	**Clinic Name**
______	______	______
Street Address	**Street Address**	**Street Address**
______	______	______
City	**City**	**City**
______	______	______
State and Zip Code	**State and Zip Code**	**State and Zip Code**
______	______	______
Phone Number	**Phone Number**	**Phone Number**
______	______	______

TIN (*If different from above*)	TIN (*If different from above*)	TIN (*If different from above*)
________	________	________
National Provider ID (NPI)	**National Provider ID (NPI)**	**National Provider ID (NPI)**
________	________	________

MEETING CANCELLED

Appendix 2
Benefit Plan Descriptions

Section 1. United may allow Payers to access Medical Group's services under this Agreement for the Benefit Plan types described in each line item below, unless otherwise specified in section 2 of this Appendix 2:

- Benefit Plans where Customers are offered a network of participating providers and must select a primary physician, who in some cases must approve any care provided by other health care providers. Such Benefit Plans may or may not include an out-of-network benefit.

- Benefit Plans where Customers are offered a network of participating providers but are not required to select a primary physician. Such Benefit Plans may or may not include an out-of-network benefit.

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____

- Evercare SecureHorizons Medicare Advantage Benefit Plans.

- UnitedHealthcare Community Plan Medicare Advantage Benefit Plans.

- Wisconsin Medicaid and CHIP Benefit Plans.

Section 2. Notwithstanding the above section 1 of this Appendix, this Agreement will not apply to the Benefit Plan types described in the following line items:

____

____

____

- Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services.

- Deere Premier Benefit Plans sponsored by Deere & Company on behalf of its United Auto Workers Customers and other collectively bargained benefit plans as indicated by a reference to "Deere Premier" on the face of the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

- Medicaid or CHIP Benefit Plans other than those separately addressed in this Appendix 2.

- Benefit Plans for Medicare Select.

- Medicare Advantage Private Fee-For-Service Benefit Plans and Medicare Advantage Medical Savings Account Benefit Plans.

- Other Governmental Benefit Plans.

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- TRICARE Benefit Plans.
- Benefit contracts for workers' compensation benefit programs

Note: Excluding certain Benefit Plans or programs from this Agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for Medical Group's participation in a network for such Benefit Plans or programs.

Section 3. Definitions:

Note: United may adopt a different name for a particular Benefit Plan, and/or may modify information referenced in the definitions below regarding Customer identification cards. If that happens, section 1 or section 2 of this Appendix will continue to apply to those Benefit Plans as it did previously, and United will provide Medical Group with the updated information. Additionally, United may revise the definitions in this section 3 to reflect changes in the names or roles United's business units, provided that doing so does not change Medical Group's participation status in Benefit Plans impacted by that change, and further provided that United provides Medical Group with the updated information.

MEETING CANCELED

MEDICARE:

- Medicare Advantage Benefit Plans means Benefit Plans sponsored, issued or administered by a Medicare Advantage organization as part of:
  i) the Medicare Advantage program under Title XVIII, Part C of the Social Security Act, or
  ii) the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act,

  as those program names may change from time to time.

- UnitedHealthcare Community Plan Medicare Advantage Benefit Plans means Medicare Advantage Benefit Plans subject to the UnitedHealthcare Community Plan Protocols. Those Benefit Plans can be identified through a reference to "CP" on the back of the valid identification card of any Customer eligible for and enrolled in those Benefit Plans.

- UnitedHealthcare Medicare Solutions Medicare Advantage Benefit Plans means Medicare Advantage Benefit Plans subject to the Protocols of the UnitedHealthcare Medicare Solutions business unit. Those Benefit Plans can be identified through a reference to "UHC" (or in certain parts of the country through a reference to "OXH" or "West") on the back of the valid identification card of any Customer eligible for and enrolled in those Benefit Plans.

- Wisconsin Medicare and Medicaid Enrollees (MME) Benefit Plan means an integrated Benefit Plan issued in Wisconsin that provides benefits to the Customer under, or in place of, both the Wisconsin Medicaid program and the Medicare program (Parts A and B, or Part C).

MEDICAID, CHIP AND OTHER STATE PROGRAMS:

- Medicaid Benefit Plans means Benefit Plans that offer coverage to beneficiaries of a program that is authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and state governments and administered by the state.

- Wisconsin Medicaid Benefit Plans means Medicaid Benefit Plans issued in Wisconsin that include a reference to "UnitedHealthcare Community Plan" on the identification card of any Customer eligible for and enrolled in that Benefit Plan.

- Children's Health Insurance Program ("CHIP") Benefit Plans are Benefit Plans under the program authorized by Title XXI of the federal Social Security Act that is jointly financed by the federal and state governments and administered by the state.

- Wisconsin CHIP Benefit Plans are CHIP Benefit Plans issued in Wisconsin that include a reference to "UnitedHealthcare Community Plan" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

- Other Governmental Benefit Plans are Benefit Plans that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but do not include Benefit Plans for:
  i) employees of a state government or a subdivision of a state and their dependents;
  ii) students at a public university, college or school;
  iii) employer-based coverage of private sector employees, even if the employer receives a government subsidy to help fund the coverage;
  iv) Medicaid beneficiaries, and,
  v) Children's Health Insurance Program (CHIP) beneficiaries.

MEETING CANCELLED

Additional Manuals Appendix

For services rendered to Customers enrolled in certain Benefit Plans that may be included under this Agreement, Medical Group will be subject to additional requirements described in or made available to Medical Group through one or more additional provider manuals ("Additional Manuals"). When this Agreement refers to Protocols or Payment Policies it is also referring to the Additional Manuals. The Additional Manuals will be made available to Medical Group on a designated website or upon request.

In the event of any conflict between this Agreement or the "UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide" or other UnitedHealthcare Protocols and Payment Policies, and any Additional Manual, in connection with any matter pertaining to Customers enrolled in the Benefit Plans to which the Additional Manual applies, that Additional Manual will govern, unless statutes and regulations dictate otherwise. United may make changes to the Protocols and Payment Policies subject to this Appendix in accordance with the provisions of the Agreement relating to Protocol and Payment Policy changes.

The Benefit Plans, names of the Additional Manuals, and name of the website to view and download the manuals, when applicable, are set forth in the table below. United will notify Medical Group of any changes in the location of the Additional Manuals. Medical Group may request a copy of the Additional Manual.

Type of Benefit Plan	**Description of Applicable Additional Manual**	**Website**
________ .		
Wisconsin Medicaid and CHIP Benefit Plans	UnitedHealthcare Community Plan Physician, Health Care Professional, Facility and Ancillary Administrative Guide	www.uhccommunityplan.com
UnitedHealthcare Community Plan Medicare Advantage Benefit Plans	UnitedHealthcare Dual Complete Medicare Provider Manual	www.uhccommunityplan.com

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MEETING CANCELLED

Payment Appendix - All Payer

All Payer Fee Information Document: WI 96456/96457

Unless another Payment Appendix to this Agreement applies specifically to a particular Benefit Plan as it covers a particular Customer, the provisions of this Payment Appendix apply to Covered Services rendered by Medical Group to Customers covered by Benefit Plans sponsored, issued or administered by all Payers.

Payment Appendix - Medicare Advantage

Medicare Advantage Fee Information Document: WI 25536/25537

Unless another Payment Appendix to this Agreement applies specifically to a particular Medicare Advantage Benefit Plan as it covers a particular Customer, the provisions of this Payment Appendix apply to Covered Services rendered by Medical Group to Customers covered by all Medicare Advantage Benefit Plans as described in this Agreement.

Payment Appendix - Wisconsin Medicaid and CHIP

Applicability

This Appendix applies to Covered Services rendered by Medical Group to Customers covered under the following types of Benefit Plans, as described in the Agreement:

- Wisconsin Medicaid and CHIP Benefit Plans.

Section 1
Payment for Covered Services

1.1 Payment. Medical Group's contract rates for Covered Services are the lesser of (i) Medical Group's Customary Charges or (ii) the following, in order of applicability:

a) 100% of the primary fee source. The primary fee source is the Wisconsin Medicaid fee schedule as published by the Wisconsin Department of Health Services or its successor (the "Medicaid Agency").

b) For certain CPT/HCPCS codes, United may pay an amount higher than the amount listed in clause (a) above. In the future, United may reduce that higher amount paid for those CPT/HCPCS codes pursuant to this clause (b), but not less than the amount payable in clause (a) above.

c) In the event a fee source listed above in clause (a) or (b) does not publish a specific fee amount, then United will pay 40% of Medical Group's Customary Charges for Covered Services.

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The actual payment amount is also subject to matters described in this Agreement, such as Payment Policies.

Medical Group will submit claims using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Appendix must use CPT Codes, HCPCS Codes, ICD-9 codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

If an applicable state or federal program is available to provide items or payment directly to Medical Group for specific Covered Services for Customers subject to this Appendix that would otherwise be payable under this Appendix, the applicable program will apply and not this Appendix. (For example, the Vaccines For Children program currently provides vaccines free of charge, and therefore no amount will be payable under this Appendix for vaccines within the Vaccines For Children program. However, the administration of such vaccine may be payable under this Appendix, if payment is not provided to physicians under the Vaccines For Children program for vaccine administration.)

The contract rates established by this Appendix are all-inclusive, including without limitation any applicable taxes, for all Covered Services provided to the Customer. Unless specifically indicated otherwise, amounts listed in this fee schedule represent global fees and may be subject to reductions based on appropriate modifiers (for example, professional and technical modifiers).

1.2 Routine Maintenance. United routinely updates this fee schedule in response to changes published by the primary fee sources, such as fee amount changes. United will use reasonable commercial efforts to implement the fee schedule changes in its systems within 90 days after final publication and make them effective in our system on the effective date of the change by the primary fee source.

United also routinely updates this fee schedule in response to coding changes as described in this Agreement. When implementing coding updates, United will apply the same percentage(s) as set forth above in section 1.1 and the then current value of the published code to determine the contract rate. United will use reasonable commercial efforts to implement such changes within 90 days from the date of publication. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

1.3 Medicaid Agency Payment Changes. If the Medicaid Agency changes the manner in which it reimburses or changes the applicable Medicaid primary fee source such that United is required to make significant programming or platform changes in order to implement the Medicaid Agency changes, United will make commercially reasonable efforts to implement the Medicaid Agency changes, within a reasonable time frame, from the date the change is published in the Medicaid Agency's official correspondence to United or is otherwise formally communicated by the Medicaid Agency to United. Medical Group agrees that, in such case, it will accept the current payment as set forth in this Appendix until such a time as United can implement the Medicaid Agency change. At such time as United is able to implement the change, United will communicate the change and the effective date of the change via a copy of a new payment appendix. From that effective date forward, the contract rate will be calculated based on the new Medicaid Agency payment.

If United is unable, through commercially reasonable efforts, to incorporate the Medicaid Agency payment changes in their entirety, United will so notify Medical Group within 90 days from the date the change is published in the Medicaid Agency's official correspondence to United, or otherwise formally communicated by the Medicaid Agency. The parties will then negotiate in good faith for a period of up to

60 days to amend the Agreement to replace this Appendix with a new appendix and stated effective date for the new contract rates. If the parties have not reached an agreement upon such an amendment within the aforementioned 60 day period, either party may initiate Dispute Resolution according to this Agreement.

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Payment Appendix

Fee Information Document

Fee Schedule Specifications: as of 10/01/2014
Report Date: 09/26/2014

Fee Schedule ID: WI 96456 - NonFacility

Linked Fee Schedule ID: WI 96457 - Facility

Type Of Service	Primary Fee Source	Pricing Level
EVALUATION & MANAGEMENT	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
EVALUATION & MANAGEMENT - NEONATAL	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
EVALUATION & MANAGEMENT - PREVENTIVE	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
EVALUATION & MANAGEMENT - NURSING FACILITY SVCS	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - INTEGUMENTARY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - MUSCULOSKELETAL	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - RESPIRATORY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - CARDIOVASCULAR	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - HEMIC & LYMPHATIC	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - MEDIASTINUM & DIAPHRAGM	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - DIGESTIVE	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - URINARY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - MALE GENITAL	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - FEMALE GENITAL	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - MATERNITY & DELIVERY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - ENDOCRINE	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - NERVOUS	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - EYE & OCULAR ADNEXA	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
SURGERY - AUDITORY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
RADIOLOGY	2013 CMS RBRVS Carrier Locality (0095100)	130.000%
RADIOLOGY - BONE DENSITY	2013 CMS RBRVS Carrier Locality (0095100)	100.000%
RADIOLOGY - CT	2013 CMS RBRVS Carrier Locality (0095100)	124.000%
RADIOLOGY - MAMMOGRAPHY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
RADIOLOGY - MRI	2013 CMS RBRVS Carrier Locality (0095100)	124.000%
RADIOLOGY - MRA	2013 CMS RBRVS Carrier Locality (0095100)	124.000%
RADIOLOGY - NUCLEAR MEDICINE	2013 CMS RBRVS Carrier Locality (0095100)	124.000%
RADIOLOGY - PET SCANS	2013 CMS RBRVS Carrier Locality (0095100)	105.000%
RADIOLOGY - RADIATION THERAPY	2013 CMS RBRVS Carrier Locality (0095100)	130.000%
RADIOLOGY - ULTRASOUND	2013 CMS RBRVS Carrier Locality (0095100)	130.000%
LAB - PATHOLOGY	2013 CMS RBRVS Carrier Locality (0095100)	100.000%
OFFICE LAB	2013 CMS Clinical Lab Schedule	100.000%
CLINICAL LABORATORY	2013 CMS Clinical Lab Schedule	60.000%
MEDICINE - OPHTHALMOLOGY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - CARDIOVASCULAR	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - ALLERGY & CLINICAL IMMUNOLOGY	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - CHIROPRACTIC MANIPULATIVE TREATMENT	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - PHYSICAL MED AND REHAB - MODALITIES	2013 CMS RBRVS Carrier Locality (0095100)	100.000%
MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	2013 CMS RBRVS Carrier Locality (0095100)	100.000%
MEDICINE - ENTERAL FORMULA	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - OTHER	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
MEDICINE - IMMUNIZATION ADMINISTRATION	2013 CMS RBRVS Carrier Locality (0095100)	100.000%
MEDICINE - CHEMO ADMIN	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
OBSTETRICS - GLOBAL	2013 CMS RBRVS Carrier Locality (0095100)	135.000%
IMMUNIZATIONS	UHC Immunization Fee Schedule	100.000%
INJECTABLES/OTHER DRUGS	CMS Drug Pricing	100.000%
INJECTABLES – ONCOLOGY/THERAPEUTIC CHEMO DRUGS	UHC Chemotherapy Fee Schedule	100.000%
INJECTABLES - IVIG	CMS Drug Pricing	112.000%
INJECTABLES-SALINE & DEXTROSE SOLUTIONS	CMS Drug Pricing	100.000%
DME & SUPPLIES	2013 CMS DME WI	60.000%
DME & SUPPLIES - RESPIRATORY	2013 CMS DME WI	60.000%
DME & SUPPLIES - ORTHOTICS	2013 CMS DME WI	60.000%
DME & SUPPLIES - PROSTHETICS	2013 CMS DME WI	60.000%
DME & SUPPLIES - OSTOMY	2013 CMS DME WI	60.000%
AMBULANCE	2013 CMS Ambulance Schedule - Urban (0095100)	135.000%

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Default Percent of Eligible Charges: 50.00%
Professional/Technical Modifier Pricing: Fee Source-Based
Site of Service: Site of Service applies. CMS Assignment (ASC POS 24 = F)
Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): $ 30.00
Calculation of Anesthesia Partial Units: Proration
Schedule Type: FFS

Last Routine Maintenance Update: 10-01-2014

Fixed Fees: V5242 - $2500.00 V5243 - $2500.00 V5244 - $2500.00 V5245 - $2500.00 V5246 - $2500.00 V5247 - $2500.00 V5248 - $5000.00 V5249 - $5000.00 V5250 - $5000.00 V5251 - $5000.00 V5252 - $5000.00 V5253 - $5000.00 V5254 - $2500.00 V5255 - $2500.00 V5256 - $2500.00 V5257 - $2500.00 V5258 - $5000.00 V5259 - $5000.00 V5260 - $5000.00 V5261 - $5000.00 V5262 - $2500.00 V5263 - $5000.00

Fee Amounts listed in the fee schedule are all-inclusive, including without limitation any applicable taxes. Unless specifically indicated otherwise, Fee Amounts represent global fees and may be subject to reductions based on appropriate Modifier (for example, professional and technical modifiers). As used in the previous sentence, "global fees" refers to services billed without a Modifier, for which the Fee Amount includes both the professional component and the technical component. Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed Fee Amount in determining the amount to be paid by the payer. The actual payment amount is also subject to matters described in this agreement, such as the Payment Policies. No payments will be made for any CMS additional compensation programs, including without limitation incentive or bonus payment programs. Please remember that this information is subject to the confidentiality provisions of this agreement.

Confidential and Proprietary Not for Distribution to Third Parties

Payment Appendix
Fee Information Document

MEETING CANCELED

Section 1. Definition of Terms

Unless otherwise defined in this document, capitalized terms will have the meanings ascribed to them in the Agreement.

AMA: American Medical Association located at: www.ama-assn.org.

Anesthesia Conversion Factor: The dollar amount that will be used in the calculation of time-based and non-time based Anesthesia Management fees in accordance with the Anesthesia Payment Policy. Unless specifically stated otherwise, the Anesthesia Conversion Factor indicated is fixed and will not change. The Anesthesia Conversion Factor is based on an anesthesia time unit value of 15 minutes. In the event that any of United's claims systems cannot administer a 15 minute anesthesia time unit value, then the Anesthesia Conversion Factor will be calculated as follows:

[(Value of 15 minute Anesthesia Conversion Factor / 15) * anesthesia time unit value]

For example, an Anesthesia Conversion Factor of $60.00 (based on a 15-minute anesthesia time unit value) would be calculated to an Anesthesia Conversion Factor of $40.00 (based on a 10-minute anesthesia time unit value).

Example: [($60.00 / 15) * 10 = $40.00]

Anesthesia Management: The management of anesthesia services related to medical, surgical or scopic procedures, as described in the current Anesthesia Management Codes list attached to the Anesthesia Management Policy located at www.unitedhealthcareonline.com.

Calculation of Anesthesia Partial Units

Proration: Partial time units will be prorated and calculated to one decimal place rounded to the nearest tenth. For example, if the anesthesia time unit value is based on 15 minutes and if 17 minutes of actual time is submitted on a claim, then the 17 minutes will be divided by 15. The resulting figure of 1.1333 will be rounded to the nearest tenth and the total time units for the claim will be 1.1 time units.

In the event that any of United's claims systems cannot administer the calculation of partial units as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the Proration method described above.

CMS: Centers for Medicare and Medicaid Services located at www.cms.hhs.gov.

Conversion Factor: A multiplier, expressed in dollars per relative value unit which converts relative values into Fee Basis amounts.

CPT/HCPCS: A set of codes that describe procedures and services, including supplies and materials, performed or provided by physicians and other health care professionals. Each procedure or service is identified with a 5 digit code. The use of CPT/HCPCS simplifies the reporting of services.

CPT/HCPCS Description: The descriptor associated with each CPT/HCPCS code.

Default Percent of Eligible Charges: In the event that a Fee Basis amount is not sourced by either a primary or alternate Fee Source, such as services submitted using unlisted, unclassified or miscellaneous codes, the codes are subject to correct coding review and will be priced at the contracted percentage indicated within this document.

Expired Code: An existing CPT or HCPCS code that will be expired by the entity that published the code (for example, CMS or the AMA).

Fee Amount: The contract rate for each CPT/HCPCS. The calculation of the Fee Amount is impacted by a variety of factors explained within this document including, but not limited to, Professional/Technical Modifier Pricing, Carrier Locality, CMS year, Place of Service and Pricing Level.

Fee Basis: The amount published by the Fee Source upon which the Pricing Level will be applied to derive the Fee Amount.

Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule which supports the terms of the contractual agreement. This is the fee schedule for services performed in nonfacility Places of Service.

Fee Schedule Specifications: Documentation of the underlying calculation methodology and criteria used to derive the Fee Amounts contained within the fee schedule.

Fee Source: The primary or alternate entity or publication that is supplying the Fee Basis.

Fixed Fees: Fee Amounts that are set at amounts which do not change. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters

Payment Appendix
Fee Information Document

described in this Agreement, such as the Payment Policies.

Future Payment Terms: The general description of any pricing terms which will be implemented on a scheduled future effective date.

Last Routine Maintenance Update: The effective date on which this fee schedule was most recently updated. Please refer to the Routine Maintenance section of this document for more information about Routine Maintenance updates.

Linked Fee Schedule ID: United's proprietary naming/numbering convention that is used to identify the specific fee schedule for each specific contractual agreement. This is the fee schedule for services performed in facility Places of Service.

Modifier: A Modifier provides the means to report or indicate that a service or procedure has been altered by some specific circumstance but not changed in its definition or code.

Place of Service: The facility or nonfacility setting in which the service is performed. This may also be referred to by CMS as Payment Type.

Pricing Level: The contracted percentage amount that will be multiplied times the primary or alternate Fee Basis amount in order to derive the Fee Amount.

Primary Fee Source (Carrier Locality): The main Fee Source used to supply the Fee Basis amount for deriving the Fee Amount within each Type of Service category. For instance, if the Fee Amount for a given category of codes are derived by applying a particular Pricing Level to the CMS Resource-Based Relative Value Scale (RBRVS), then CMS RBRVS is the Primary Fee Source. The Carrier Locality is designated to indicate the exact CMS geographic region upon which the Fee Amounts are based.

Professional/Technical Modifier Pricing: Fee Source-Based: Fee Amounts for Modifiers (for example, -TC or -26 Modifiers) are derived using the Fee Basis amount as published by the primary or alternate Fee Source.

RVU: Relative Value Unit as published by CMS. United uses the RVU that is used by CMS. For example, if CMS uses a transitional RVU, then United will as well.

Replacement Code: One or more new CPT or HCPCS codes that are the same or similar services or description and will replace one or more Expired Codes within the same Type of Service category.

Report Date: The actual date that this document was produced.

Representative Fee Schedule Sample: A representative listing of the most commonly used CPT/HCPCS codes and fees, along with other relevant pricing information, for each specific Fee Schedule ID. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

Schedule Type: FFS: This is a fee-for-service fee schedule. Unless stated otherwise, the Fee Amount indicated will be used to calculate payment to you as further described within this document.

Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 =F): This fee schedule follows CMS guidelines for determining when services are priced at the facility or nonfacility fee schedule (with the exception of services performed at Ambulatory Surgery Centers, POS 24, which will be priced at the facility fee schedule). CMS guidelines can be located at: www.cms.hhs.gov.

In the event that any of United's claims systems cannot administer the calculation of Site of Service differential pricing as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. The different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the method described above.

Type of Service: A general categorization of related CPT/HCPCS codes. Type of Service categories are intended to closely align with the CPT groupings in the Current Procedural Terminology code book (as published by the AMA) and the HCPCS groupings (as published by CMS).

The Office Lab Type of Service category represents those lab tests, as determined by United, in which the lab test result is necessary to make an informed treatment decision while the patient is in the office.

A partial or complete crosswalk mapping of CPT/HCPCS to Type of Service categories is available to you upon request.

Section 2. Alternate Fee Sources

In the event the Primary Fee Source contains no published Fee Basis amount, alternate (or "gap fill") Fee Sources may be used to supply the Fee Basis amount for

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deriving the Fee Amount. For example, if a new CPT/HCPCS code has been created within the Type of Service category of codes described above, and CMS has not yet established an RBRVS value for that code, we use one of the Fee Sources that exist within the industry to fill that gap, such as but not limited to Ingenix Essential RBRVS. For that CPT/HCPCS code, we adopt the RBRVS value established by the gap-fill Fee Source, and determine the Fee Amount for that CPT/HCPCS code by applying to the gap-fill RBRVS the same Conversion Factor and Pricing Level that we apply to the CMS RBRVS for those CPT/HCPCS codes that have CMS RBRVS values. At such time in the future as CMS publishes its own RBRVS value for that CPT/HCPCS code, we would begin using the Primary Fee Source, CMS, to derive the Fee Amount for that code and no longer use the alternate Fee Source.

More information about all of our Fee Sources can be located at:

- Centers for Medicare and Medicaid Services (CMS) RBRVS and Fee Schedules: www.cms.hhs.gov
- Centers for Disease Control and Prevention (CDC) Private Sector Price: www.cdc.gov/vaccines/programs/vfc/cdc-vac-price-list.htm
- Thomson Reuters Red Book: www.micromedex.com
- RJ Health Systems: www.reimbursementcodes.com
- Ingenix Essential RBRVS: www.ingenixonline.com
- American Society of Anesthesiologists: www.asahq.org

Section 3. Routine Updates

Routine updates occur when United mechanically incorporates revised information created by the Fee Source, and as described below, to update the Fee Amounts calculated in accordance with this Fee Information Document. United routinely updates its fee schedules (1) to stay current with applicable coding practices; (2) in response to price changes for immunizations and injectable medications; and (3) to remain in compliance with HIPAA requirements. United will not generally attempt to communicate routine updates of this nature.

The types of routine updates, and their respective effective dates, are described below.

a. Annual Changes to Relative Value Units, Conversion Factors, and Flat Rate Fees

This fee schedule follows a "stated year" construction methodology. The 2013 RVUs, the 2013 Conversion Factor, and the 2013 flat rate fees (non-RVU based fees such as DME fees) will be locked in as the basis for deriving Fee Amounts. Therefore, the annual publication of RVUs and Conversion Factors by CMS may affect this fee schedule. Generally, any RVU, Conversion Factor, or flat rate fee changes published in subsequent years by the Primary Fee Sources will not be reflected in this fee schedule except, for example, to add Fee Amounts for new codes or to replace alternate Fee Basis amounts. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law. In the event that CMS does not publish a complete set of Fee Basis amounts for a specific code (for example: Global, -TC, and -26 fees) and the code contains a status code of "C" (indicating the code is carrier priced), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by the local fiscal intermediary and by fiscal intermediaries from other locations.

b. Quarterly Updates in Response to Changes Published by Primary Fee Sources

United updates its fee schedule in response to changes published by Primary Fee Sources as a result of additions, deletions, and changes to CPT codes by the AMA or HCPCS codes by CMS and any subsequent changes to CMS' annual update. United updates its fee schedules for new CPT/HCPCS codes using the applicable Conversion Factor and Pricing Level of the original construction methodology along with the then-current RVU of the new/revised CPT/HCPCS code. The effective date of the updates described in this subsection b. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection b. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection b. will be effective no later than October 1. In the event that CMS does not publish a complete set of Fee Basis amounts for a specific code (for example: Global, -TC, and -26 fees) and the code contains a status code of "C" (indicating the code is carrier priced), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by the local fiscal intermediary and by fiscal intermediaries from other locations.

However, in the event that the code source has expired a CPT/HCPCS code and replaced it with a Replacement Code, United will crosswalk the fee from the Expired Code to its Replacement Code as further described below:

Based on information published by the code source (AMA Current Procedural Terminology and The HCPCS Level II), when one Expired Code is replaced by one

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Replacement Code, United will apply the Expired Code's Fee Amount to the Replacement Code; provided, however, if the Expired Code's Fee Amount was determined by an alternate Fee Source and a Primary Fee Source becomes available, the Replacement Code's Fee Amount will be determined using the Primary Fee Source.

Based on information published by the code source (AMA Current Procedural Terminology and The HCPCS Level II) and United's claims data, when several Expired Codes that are always done in conjunction with each other are replaced by one Replacement Code, United will apply the sum of these Expired Code's Fee Amounts to the Replacement Code; provided, however, if the Expired Code's Fee Amount was determined by an alternate Fee Source and a Primary Fee Source becomes available, the Replacement Code's Fee Amount will be determined using the Primary Fee Source.

The following types of codes are not included in our direct crosswalk methodology as described above:

- Temporary HCPCS codes, such as G, K, Q, and S codes
- Temporary CPT codes, such as Category III codes
- Information codes, such as CPT Category II codes
- HCPC-C Codes, which are only used by hospitals
- Codes categorized as immunization and injectables

If any types of codes not currently listed in the exceptions above are developed in the future, United reserves the right to make a crosswalk determination at that time.

c. Price Changes for Immunizations and Injectables

United routinely updates the Fee Amounts in response to price changes for immunizations and injectables published by the Fee Sources. In addition, United's Executive Drug Pricing Forum (EDPF) meets on a quarterly basis to review and evaluate the drug prices that will be used in each quarterly update. The EDPF may address topics including pricing for emerging drugs, anticipated manufacturer price changes, and special circumstances (for example, H1N1 vaccine). Based on supporting information provided by the drug manufacturer or the Fee Source, United's EDPF may elect to establish a Fee Amount or override a Fee Amount, as published by the Fee Source, in favor of a Fee Amount that is more appropriate and reasonable for a particular vaccine or drug. These Fee Amount updates will be effective as described below.

For Injectable Oncology/Therapeutic Chemotherapy Drugs, United applies the UHC Chemotherapy Fee Schedule, which uses a third party vender as the Primary Fee Source to determine the acquisition cost information provided. The Fee Basis amounts are calculated as follows:
- For J codes for which there is no generic available, the Fee Basis will be 18% of Average Sales Price.
- For J codes containing a branded and generic drug, the Fee Basis for each such J code will be calculated using the following formula: 20% multiplied by the Average Wholesale Price (AWP) for the brand product, plus the lower of either: the acquisition cost for the brand product, or the average acquisition cost of the generic products in the J code.
More information about the UHC Chemotherapy Fee Schedule can be located at: www.unitedhealthcareonline.com >> Claims & Payments > Fee Schedule Lookup > Related Links "Acquisition Cost List"

For Immunizations, United applies the UHC Immunization Fee Schedule. The Centers for Disease Control and Prevention Private Sector Selling Price (CDC PSSP) is the Primary Fee Source used to obtain the Fee Basis amounts. In the event that more than one Fee Basis amount is published by the CDC PSSP for a specific CPT/HCPCS code, an average of the published amounts will be used.

More information about the UHC Immunization Fee Schedule can be located at: www.unitedhealthcareonline.com >> Claims & Payments > Fee Schedule Lookup > Related Links "UHC Immunization Fee Schedule"

The effective date of updates under this subsection c. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection c. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection c. will be effective no later than October 1.

d. Other Updates

United reserves the right, but not the obligation, to perform other updates as may be necessary to remain consistent with the Primary Fee Source. United also will perform otber updates as may be required by applicable law from time to time. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

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For More Information
United is committed to providing transparency related to our fee schedules. If you have questions about this fee schedule, please contact Network Management at the address and phone number on your contract or participation agreement or you may use our fee schedule look-up function on the web at: www.unitedhealthcareonline.com or contact our Voice Enabled Telephonic Self Service line at (877) 842-3210.

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Wisconsin Regulatory Requirements Appendix

In addition to our understandings in the agreement between you and us, there are certain additional items which Wisconsin laws and regulations require us to include in our contract. This appendix sets forth those items and is made part of the agreement between you and us.

These requirements apply to all products or benefit plans sponsored, issued or administered by or accessed through us to the extent such products are regulated under Wisconsin laws.

We each agree to be bound by the terms and conditions contained in this appendix. In the event of a conflict or inconsistency between this appendix and any term or condition contained in the agreement between you and us, this appendix shall control except with regard to benefit contracts outside the scope of this appendix. For the purposes of this appendix, "enrollee" or "member" shall mean our customers who are enrolled in benefit contracts insured or administered by us or any participating entity.

Provisions applicable to benefit contracts regulated under Wisconsin HMO laws:

1. **Provider Disclosure.** We each agree that nothing in the agreement between you and us shall be construed to limit your ability to disclose information, to or on behalf of an enrollee, about the enrollee's medical condition. You may discuss, with or on behalf of an enrollee, all treatment options and any other information that you determine to be in the best interest of the enrollee and within the scope of your professional license. We may not penalize you nor terminate the agreement between you and us because you make referrals to other participating providers or discuss medically necessary or appropriate care with or on behalf of an enrollee. We may not retaliate against you for advising an enrollee of treatment options that are not covered benefits under the enrollee's benefit contract with us.

2. **Acknowledgment of Receipt of Notice and Agreement Not to Elect Exemption from Wisconsin Statute Section 609.91.** You acknowledge receipt of the notice in the form attached as Exhibit A, required by Wisconsin Statute, Section 609.94(1). You agree that you shall not exercise the right under Wisconsin Statute, Section 609.92 to elect to be exempt from Wisconsin Statute, Section 609.91(1)(b) for the purpose of recovering health care costs arising from health care furnished by you. You acknowledge that your agreement not to exercise this right shall mean that you shall remain subject to the restrictions on recovery of health care costs found in Wisconsin Statute, Section 609.91. In the event that you are not subject to the restrictions on recovery of health care costs found at Wisconsin Statute, Section 609.91(1)(a), (am), or (b), you agree to elect to be subject to such restrictions pursuant to Wisconsin Statute 609.925 and any applicable regulations, and shall promptly take such action as is necessary to implement such election.

3. **Continued Provision of Health Services after Termination.** In the event the agreement between you and us is terminated by you for any reason or in the event the agreement between you and us is terminated by us for any reason other than you no longer practice in our geographic service area or misconduct on your part, you agree to continue to provide health services to enrollees for the following periods:

   (a) Enrollee Care. If an enrollee is receiving care from you under a prescribed treatment plan and you are not a primary care physician, you are obligated to continue the provision of health care services to that enrollee until (i) the completion of the treatment; or (ii) a period of ninety (90) days after the effective date of your termination, whichever is shorter, except that the continuation of health care services is not required to extend beyond the end of the current plan year, for an enrollee who has coverage under a contract with us that has no open enrollment period; or the end of the plan year for which it was represented that you were, or would be, a

provider participating in our products for an enrollee with an open enrollment period. You agree to accept and we or a participating entity are obligated to pay the amounts established by the agreement between you and us for covered health care services rendered according to this section after termination of this agreement.

(b) Maternity Care. If an enrollee is receiving maternity care from you and the enrollee is in her second or third trimester of pregnancy, you are obligated to continue the provision of health care services to that enrollee until the completion of the postpartum care. You agree to accept and we or the participating entity, as applicable, are obligated to pay the amounts established by the agreement between you and us for covered health care services rendered after termination of this agreement.

(c) Primary Care Physician. If you are a primary care physician, you are obligated to continue the provision of health care services until the end of the current plan year for an enrollee with no open enrollment period; or until the end of the plan year for which it was represented that you were or would be a participating provider for an enrollee with an open enrollment period. You agree to accept and we or the participating entity, as applicable, are obligated to pay the amounts established by this agreement for covered health care services rendered after termination of this agreement.

Additionally, in the event you terminate the agreement between you and us for any reason, you shall, within 30 days prior to the termination or 15 days following our receipt of the termination notice, whichever is later, post a notification of such termination in your office. This notice requirement applies only if you are a specialist and we do not require a referral.

4. Grievances. You must identify complaints and grievances in a timely manner and forward these complaints and grievances to us in a timely manner.

Provisions applicable to benefit contracts regulated by the State of Wisconsin but not subject to Wisconsin HMO laws:

1. Provider Disclosure. We each agree that nothing in the agreement between you and us shall be construed to limit your ability to disclose information, to or on behalf of an enrollee, about the enrollee's medical condition. You may discuss, with or on behalf of an enrollee, all treatment options and any other information that you determine to be in the best interest of the enrollee and within the scope of your professional license. We may not penalize you nor terminate the agreement between you and us because you make referrals to other participating providers or discuss medically necessary or appropriate care with or on behalf of an enrollee. We may not retaliate against you for advising an enrollee of treatment options that are not covered benefits under the enrollee's contract with us.

2. Continued Provision of Health Services after Termination. In the event the agreement between you and us is terminated by you for any reason or in the event the agreement between you and us is terminated by us for any reason other than you no longer practice in our geographic service area or misconduct on your part, you agree to continue to provide health services to enrollees for the following periods:

(a) Enrollee Care. If an enrollee is receiving care from you under a prescribed treatment plan and you are not a primary care physician, you are obligated to continue the provision of health care services to that enrollee until (i) the completion of the treatment; or (ii) a period of ninety (90) days after the effective date of your termination, whichever is shorter, except that the continuation of health care services is not required to extend beyond the end of the current plan

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year, for an enrollee who has coverage under a contract with us that has no open enrollment period or the end of the plan year for which it was represented that you were, or would be, a provider participating in our products for an enrollee with an open enrollment period. You agree to accept and we or a participating entity are obligated to pay the amounts established by the agreement between you and us for covered health care services rendered according to this section after termination of this agreement.

(b) Maternity Care. If an enrollee is receiving maternity care from you and the enrollee is in her second or third trimester of pregnancy, you are obligated to continue the provision of health care services to that enrollee until the completion of the postpartum care. You agree to accept and we or the participating entity, as applicable, are obligated to pay the amounts established by the agreement between you and us for covered health care services rendered after termination of the agreement.

(c) Primary Care Physician. If you are a primary care physician, you are obligated to continue the provision of health care services until the end of the current plan year for an enrollee with no open enrollment period; or until the end of the plan year for which it was represented that you were, or would be, a participating provider for an enrollee with an open enrollment period. You agree to accept we or the participating entity, as applicable, are obligated to pay the amounts established by this agreement for covered health care services rendered after termination of this agreement.

Additionally, in the event you terminate the agreement between you and us for any reason, you shall, within 30 days prior to the termination or 15 days following our receipt of the termination notice, whichever is later, post a notification of such termination in your office. This notice requirement applies only if you are a specialist and we do not require a referral.

3. Hold Harmless. If you provide services to an enrollee after termination of the agreement between you and us pursuant to the "Continued Provision of Health Services after Termination" section of this appendix, you may not, for any reason, including but not limited to termination of the agreement between you and us, breach or default of the agreement by us or our insolvency or bankruptcy, bill, charge, collect a deposit from, seek remuneration or compensation from, file or threaten to file with a credit reporting agency or have any recourse against an enrollee, or any person acting on their behalf for costs that are covered under the benefit plan issued by us. This provision does not affect the liability of an enrollee for any copayments or premiums owed under a benefit plan issued by us or a participating entity.

4. Grievances. You must identify complaints and grievances in a timely manner and forward these complaints and grievances to us in a timely manner.

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Exhibit A to the Wisconsin Regulatory Requirements Appendix

NOTICE REQUIRED BY WISCONSIN STATUTE 609.94

NOTICE

THIS NOTICE DESCRIBES RECENTLY ENACTED HOLD-HARMLESS PROVISIONS WHICH AFFECT YOUR ABILITY TO SEEK RECOURSE AGAINST HMO ENROLLEES FOR PAYMENT FOR SERVICES.

Section 609.94, Wis. Stat., requires each health maintenance organization insurer (HMO) to provide a summary notice to all of its participating providers of the new statutory limitations and requirements in Sections 609.91 to 609.935, and Section 609.97(1).

SUMMARY

Under Wisconsin law, a health care provider may not hold HMO enrollees or policyholders ("enrollees") liable for costs covered under an HMO policy if the provider is subject to statutory provisions which "hold harmless" the enrollees. For most health care providers application of the statutory hold-harmless is "mandatory" or it applies unless the provider elects to "opt-out." A provider permitted to "opt-out" must file timely notice with the Wisconsin Office of the Commissioner of Insurance ("OCI").

Some types of provider care are subject to the hold-harmless statutes only if the provider voluntarily "opts-in." An HMO may partially satisfy its regulatory capital and surplus requirements if health care providers elect to remain subject to the statutory hold-harmless provisions.

This notice is only a summary of the law. Every effort has been made to accurately describe the law. However, if this summary is inconsistent with a provision of the law or incomplete, the law shall control.

HOLD HARMLESS

A health care provider who is subject to the statutory hold-harmless provisions is prohibited from seeking to recover health care costs from an enrollee. The provider may not bill, charge, collect a deposit from, seek remuneration or compensation from, file or threaten to file with a credit reporting agency or have any recourse against an enrollee or any person acting on the enrollee's behalf, for health care costs for which the enrollee is not liable. The prohibition on recovery does not affect the liability of an enrollee for any deductibles or copayments, or for the premiums owed under the policy, or certificate issued by the HMO.

A. MANDATORY FOR HOLD HARMLESS

An enrollee of an HMO is not liable to a health care provider for health care costs that are covered under a policy issued by that HMO if any of the following are met:

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1. Care is provided by a provider who is an affiliate of the HMO, owns at least 5% of the voting securities of the HMO, is directly or indirectly involved with the HMO through direct or indirect selection of or representation by one or more board members, or is an Individual Practice Association ("IPA") and is represented, or an affiliate is represented, by one of at least three HMO board members who directly or indirectly represent one or more IPAs or affiliates of IPAs; or,

2. Care is provided by a provider under a contract with or through membership in an organization identified in 1.; or

3. To the extent the charge exceeds the amount the HMO has contractually agreed to pay the provider for that health care service; or

4. The care is provided to an enrolled medical assistant recipient under a Department of Health and Social Services prepaid health care policy.

5. The care is required to be provided under the requirements of Wis. Admin. Code, Ins. 9.35.

B. "OPT-OUT" HOLD HARMLESS

If the conditions described in A do not apply, the provider shall be subject to the statutory hold harmless unless the provider files timely election with OCI to be exempt if the health care meets any of the following:

1. Provided by a hospital or an IPA; or

2. A physician service, or other provider services, equipment, supplies or drugs that are ancillary or incidental to such services and are provided under a contract with the HMO or are provided by a provider selected by the HMO; or

3. Provided by a provider, other than a hospital, under a contract with or through membership in an IPA which has not elected to be exempt. Note that only the IPA may file election to exempt care provided by its member providers from the statutory hold harmless (See Exemptions and Elections; #4).

C. "OPT-IN" HOLD HARMLESS

If a provider of health care is not subject to the conditions described in A or B, the provider may elect to be subject to the statutory hold-harmless provisions by filing a notification with the OCI stating that the provider elects to be subject with respect to any specific HMO. A provider may terminate such a notice of election by stating the termination date in that notice or in a separate notification.

CONDITIONS NOT AFFECTING IMMUNITY

An enrollee's immunity under the statutory hold harmless is not affected by any of the following:

1. Any agreement entered into by a provider, an HMO, or any other person, whether oral or written, purporting to hold the enrollee liable for costs (except a notice of election or termination permitted under the statute);

2. A breach of or default on any agreement by the HMO, an IPA, or any other person to compensate the provider for health care costs for which the enrollee is not liable;

3. The insolvency of the HMO or any person contracting with the HMO, or the commencement of insolvency, delinquency or bankruptcy proceedings involving the HMO or other persons which would affect compensation for health care costs for which an enrollee is not liable under the statutory hold harmless;

4. The inability of the provider or other person who is owed compensation to obtain compensation for health care costs for which the enrollee is not liable;

5. Failure by the HMO to provide notice to providers of the statutory hold-harmless provisions; or

6. Any other condition or agreement existing at any time.

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EXEMPTIONS AND ELECTIONS

Hospitals, IPAs, and providers of physician services who may "opt-out" may elect to be exempt from the statutory hold harmless and prohibition of recovery of health care costs under the following conditions and with the following notifications:

1. If the hospital, IPA, or other provider has a written contract with the HMO, the provider must within thirty (30) days after entering into that contract provide a notice to the OCI of the provider's election to be exempt from the statutory hold harmless and recovery limitations for care under the contract.

2. If the hospital, IPA, or other provider does not have a contract with the HMO, the provider must notify OCI that it intends to be exempt with respect to a specific HMO and must provide that notice at least ninety (90) days in advance.

3. A provider who submits a notice of election to be exempt may terminate the election by stating a termination date in the notice or by submitting a separate termination notice to OCI.

4. The election by an IPA to be exempt from the statutory provisions, or the failure of an IPA to so elect, applies to costs of health care provided by any provider, other than a hospital, under contract with or through membership in the IPA. Such a provider, other than a hospital, may not exercise an election separately from the IPA. Similarly, an election by a clinic to be exempt from the statutory limitations and restrictions of the failure of the clinic to elect to be exempt applies to costs of health care provided by any provider through the clinic. An individual provider may not exercise an election to be exempt separate from the clinic.

5. The statutory hold-harmless "opt-out" provision applies to physician services only if the services are provided under a contract with the HMO or if the physician is a selected provider for the HMO, unless the services are provided by a physician for a hospital, IPA or clinic which is subject to the statutory hold-harmless "opt-out" provisions.

NOTICES

All notices of election and termination must be in writing and in accordance with rules promulgated by the Commissioner of Insurance. All notices of election or termination filed with OCI are not affected by the renaming, reorganization, merger, consolidation or change in control or the provider, HMO, or other

person. However, OCI may promulgate rules requiring an informational filing if any of these events occur.

Notices to the Office of the Commissioner of Insurance must be written and received at the Office's current address:

> Office of the Commissioner of Insurance
> 123 West Washington Avenue
> P.O. Box 7873
> Madison, WI 53707

HMO CAPITAL AND SECURITY SURPLUS

Each HMO is required to meet minimum capital and surplus standards ("compulsory surplus requirements"). These standards are higher if the HMO has fewer than 90% of its liabilities covered by the statutory hold harmless. Specifically, the compulsory surplus requirements shall be at least the greater of $750,000 or 6% of the premiums earned by the HMO in the last 12 months if its covered liabilities are less than 90%, or 3% of the premiums earned by the HMO in the last 12 months if its covered liabilities are more than 90%.

In addition to capital and surplus, an HMO must also maintain a security surplus in the amount set by the Commission of Insurance.

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FINANCIAL INFORMATION

An HMO is required to file financial statements with the OCI. You may request financial statements from the HMO. The OCI also maintains files of HMO financial statements that can be inspected by the public.

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MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX

THIS MEDICARE ADVANTAGE REGULATORY REQUIREMENTS APPENDIX (this "Appendix") supplements and is made part of the network participation agreement (the "Agreement") between United and the physician or provider named in the Agreement ("Provider").

SECTION 1
APPLICABILITY

This Appendix applies to the Covered Services Provider provides to Medicare Advantage Customers. In the event of a conflict between this Appendix and other appendices or any provision of the Agreement, the provisions of this Appendix shall control except: (1) with regard to Benefit Plans outside the scope of this Appendix; (2) as noted in Section 2 of this Appendix; or (3) as required by applicable law.

SECTION 2
DEFINITIONS

For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix is in conflict with any definition in the Agreement for the same or substantially similar term, the definition for such term in the Agreement shall control. All other capitalized terms not otherwise defined in this Appendix shall be as defined in the Agreement.

2.1 **Benefit Plan:** A certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payer is obligated to provide coverage of Covered Services for a Customer. Benefit Plan may also be referred to as benefit contract, benefit document, plan, or other similar term under the Agreement.

2.2 **CMS Contract:** A contract between the Centers for Medicare & Medicaid Services ("CMS") and a Medicare Advantage Organization for the provision of Medicare benefits pursuant to the Medicare Advantage Program under Title XVIII, Part C of the Social Security Act.

2.3 **Cost Sharing:** Those costs, if any, under a Benefit Plan that are the responsibility of the Customer, including deductibles, coinsurance, and copayments. Cost Sharing may also be referred to as patient expenses or other similar term under the Agreement.

2.4 **Covered Service:** A health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer. A Covered Service may also be referred to as a health service or other similar term under the Agreement.

2.5 **Customer:** A person eligible and enrolled to receive coverage from a Payer for Covered Services. A Customer may also be referred to as an enrollee, member, patient, covered person, or other similar term under the Agreement.

2.6 **Dual Eligible Customer:** A Medicare Advantage Customer who is: (a) eligible for Medicaid; and (b) for whom the state is responsible for paying Medicare Part A and B Cost Sharing.

2.7 **Medicare Advantage Benefit Plans:** Benefit Plans sponsored, issued or administered by a Medicare Advantage Organization as part of the Medicare Advantage program or as part of the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act (as those program names may change from time to time).

2.8 **Medicare Advantage Customer or MA Customer:** A Customer eligible for and enrolled in a Medicare Advantage Benefit Plan in which Provider participates pursuant to the Agreement.

2.9 **Medicare Advantage Organization or MA Organization:** For purposes of this Appendix, MA Organization is either United or Payer.

2.10 **Payer:** An entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan and authorized by United to access Provider's services under the Agreement. A Payer may also be referred to as a payor, participating entity or other similar term under the Agreement.

2.11 **United:** UnitedHealthcare Insurance Company and/or one or more of its affiliates.

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SECTION 3
PROVIDER REQUIREMENTS

3.1 **Data.** Provider shall submit to MA Organization all risk adjustment data as defined in 42 CFR 422.310(a), and other Medicare Advantage program-related information as may be requested by MA Organization, within the timeframes specified and in a form that meets Medicare Advantage program requirements. By submitting data to MA Organization, Provider represents to MA Organization, and upon MA Organization's request Provider shall certify in writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information and belief.

3.2 **Policies.** Provider shall cooperate and comply with MA Organization's policies and procedures.

3.3 **Customer Protection.** Provider agrees that in no event, including but not limited to, non-payment by MA Organization or an intermediary, insolvency of MA Organization or an intermediary, or breach by United of the Agreement, shall Provider bill, charge, collect a deposit

from, seek compensation, remuneration or reimbursement from, or have any recourse against any MA Customer or person (other than MA Organization or an intermediary) acting on behalf of the MA Customer for Covered Services provided pursuant to the Agreement or for any other fees that are the legal obligation of MA Organization under the CMS Contract. This provision does not prohibit Provider from collecting from MA Customers allowable Cost Sharing. This provision also does not prohibit Provider and an MA Customer from agreeing to the provision of services solely at the expense of the MA Customer, as long as Provider has clearly informed the MA Customer, in accordance with applicable law, that the MA Customer's Benefit Plan may not cover or continue to cover a specific service or services.

In the event of MA Organization's or an intermediary's insolvency or other cessation of operations or termination of MA Organization's contract with CMS, Provider shall continue to provide Covered Services to an MA Customer through the later of the period for which premium has been paid to MA Organization on behalf of the MA Customer, or, in the case of MA Customers who are hospitalized as of such period or date, the MA Customer's discharge.

This provision shall be construed in favor of the MA Customer, shall survive the termination of the Agreement regardless of the reason for termination, including MA Organization's insolvency, and shall supersede any contrary agreement, oral or written, between Provider and an MA Customer or the representative of an MA Customer if the contrary agreement is inconsistent with this provision.

For the purpose of this provision, an "intermediary" is a person or entity authorized to negotiate and execute the Agreement on behalf of Provider or on behalf of a network through which Provider elects to participate.

3.4 **Dual Eligible Customers.** Provider agrees that in no event, including but not limited to, non-payment by a state Medicaid agency or other applicable regulatory authority, other state source, or breach by United of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Dual Eligible Customer, person acting on behalf of the Dual Eligible Customer, or MA Organization (unless notified otherwise) for Medicare Part A and B Cost Sharing. Instead, Provider will either: (a) accept payment made by or on behalf of MA Organization as payment in full; or (b) bill the appropriate state source for such Cost Sharing amount. If Provider imposes an excess charge on a Dual Eligible Customer, Provider is subject to any lawful sanction that may be imposed under Medicare or Medicaid. This provision does not prohibit Provider and a Dual Eligible Customer from agreeing to the provision of services solely at the expense of the Dual Eligible Customer, as long as Provider has clearly informed the Dual Eligible Customer, in accordance with applicable law, that the Dual Eligible Customer's Benefit Plan may not cover or continue to cover a specific service or services.

3.5 **Eligibility.** Provider agrees to immediately notify MA Organization in the event Provider is or becomes excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act. Provider also shall not employ or contract for the provision of health care services, utilization review, medical social work or administrative services, with or without compensation, with any individual or entity that is or becomes excluded from

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participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act.

3.6 **Laws.** Provider shall comply with all applicable federal and Medicare laws, regulations, and CMS instructions, including but not limited to: (a) federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including but not limited to, applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. §3729 et seq.), and the anti-kickback statute (§1128B of the Social Security Act); and (b) HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164.

3.7 **Federal Funds.** Provider acknowledges and agrees that MA Organization receives federal payments under the CMS Contract and that payments Provider receives from or on behalf of MA Organization are, in whole or in part, from federal funds. Provider is therefore subject to certain laws that are applicable to individuals and entities receiving federal funds.

3.8 **CMS Contract.** Provider shall perform the services set forth in the Agreement in a manner consistent with and in compliance with MA Organization's contractual obligations under the CMS Contract.

3.9 **Records.**

(a) Maintenance, Privacy and Confidentiality; Customer Access. Provider shall maintain records and information related to the services provided under the Agreement, including but not limited to MA Customer medical records and other health and enrollment information, in an accurate and timely manner. Provider shall maintain such records for the longer of the following periods:

(i) in the case of records containing information related to the medical loss ratio information reported to CMS by the MA Organization including, for example, information related to incurred claims and quality improvement activities, at least ten (10) years from the date such medical loss ratio information is reported to CMS by the MA Organization, or

(ii) in the case of all records, at least ten (10) years from the final date of the CMS Contract period in effect at the time the records were created, or such longer period as required by law.

Provider shall safeguard MA Customer privacy and confidentiality, including but not limited to the privacy and confidentiality of any information that identifies a particular MA Customer, and shall comply with all federal and state laws regarding confidentiality and disclosure of medical records or other health and enrollment information. Provider shall ensure that MA Customers have timely access to medical records and information that pertain to them, in accordance with applicable law.

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(b) Government Access to Records. Provider acknowledges and agrees that the Secretary of Health and Human Services, the Comptroller General, or their designees shall have the right to audit, evaluate and inspect any pertinent books, contracts, computer or other electronic systems (including medical records), patient care documentation and other records and information belonging to Provider that involve transactions related to the CMS Contract. This right shall extend through the longer of the following periods:

(i) in the case of records containing information related to the medical loss ratio information reported to CMS by the MA Organization, including, for example, information related to incurred claims and quality improvement activities, at least ten (10) years from the date such medical loss ratio information is reported to CMS by the MA Organization, or

(ii) in the case of all records, at least ten (10) years from the later of the final date of the CMS Contract period in effect at the time the records were created or the date of completion of any audit, or longer in certain instances described in the applicable Medicare Advantage regulations.

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For the purpose of conducting the above activities, Provider shall make available its premises, physical facilities and equipment, records relating to MA Customers, and any additional relevant information CMS may require.

(c) MA Organization Access to Records. Provider shall grant MA Organization or its designees such audit, evaluation, and inspection rights identified in subsection 3.9(b) as are necessary for MA Organization to comply with its obligations under the CMS Contract. Whenever possible, MA Organization will give Provider reasonable notice of the need for such audit, evaluation or inspection, and will conduct such audit, evaluation or inspection at a reasonable time and place. Provider shall submit medical records of MA Customers to the MA Organization as may be requested, within the timeframes specified, for the purpose of (i) CMS audits of risk adjustment data and (ii) for other purposes medical records from providers are used by MA Organization, as specified by CMS. Provision of medical records must be in the manner consistent with HIPAA privacy statute and regulations.

3.10 **MA Organization Accountability; Delegated Activities.** Provider acknowledges and agrees that MA Organization oversees and is accountable to CMS for any functions and responsibilities described in the CMS Contract and applicable Medicare Advantage regulations, including those that MA Organization may delegate to Provider or others. If MA Organization has delegated any of its functions and responsibilities under the CMS Contract to Provider pursuant to the Agreement, the following shall apply in addition to the other provisions of this Appendix:

(a) Provider shall perform those delegated activities specified in the Agreement, if any, and shall comply with any reporting responsibilities as set forth in the Agreement.

(b) If MA Organization has delegated to Provider any activities related to the credentialing of health care providers, Provider must comply with all applicable CMS requirements for credentialing, including but not limited to the requirement that the credentials of medical professionals must either be reviewed by MA Organization, or the credentialing process must be reviewed, pre-approved and audited on an ongoing basis by MA Organization.

(c) If MA Organization has delegated to Provider the selection of health care providers to be participating providers in MA Organization's Medicare Advantage network, MA Organization retains the right to approve, suspend or terminate the participation status of such health care providers.

(d) Provider acknowledges that MA Organization shall monitor Provider's performance of any delegated activities on an ongoing basis. If MA Organization or CMS determines that Provider has not performed satisfactorily, MA Organization may revoke any or all delegated activities and reporting requirements. Provider shall cooperate with MA Organization regarding the transition of any delegated activities or reporting requirements that have been revoked by MA Organization.

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3.11 **Subcontracts.** If Provider has any arrangements, in accordance with the terms of the Agreement, with affiliates, subsidiaries, or any other subcontractors, directly or through another person or entity, to perform any of the services Provider is obligated to perform under the Agreement that are the subject of this Appendix, Provider shall ensure that all such arrangements are in writing, duly executed, and include all the terms contained in this Appendix. Provider shall provide proof of such to MA Organization upon request. Provider further agrees to promptly amend its agreements with such subcontractors, in a manner consistent with the changes made to this Appendix by MA Organization, to meet any additional CMS requirements that may apply to the services.

3.12 **Offshoring.** Unless previously authorized by MA Organization in writing, all services provided pursuant to the Agreement that are subject to this Appendix must be performed within the United States, the District of Columbia, or the United States territories.

SECTION 4
OTHER

4.1 **Payment.** MA Organization or its designee shall promptly process and pay or deny Provider's claim no later than sixty (60) days after MA Organization or its designee receives all appropriate information as described in MA Organization's administrative procedures. If Provider is responsible for making payment to subcontracted providers for services provided to MA Customers, Provider shall pay them no later than sixty (60) days after Provider receives request for payment for those services from subcontracted providers.

4.2 **Regulatory Amendment.** MA Organization may unilaterally amend this Appendix to comply with applicable laws and regulations and the requirements of applicable regulatory

authorities, including but not limited to CMS. MA Organization shall provide written or electronic notice to Provider of such amendment and its effective date. Unless such laws, regulations or regulatory authority(ies) direct otherwise, the signature of Provider will not be required in order for the amendment to take effect.

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WISCONSIN BADGERCARE PLUS AND MEDICAID SSI
REGULATORY REQUIREMENTS APPENDIX

THIS WISCONSIN BADGERCARE PLUS AND MEDICAID SSI REGULATORY REQUIREMENTS APPENDIX (this "Appendix") supplements and is made part of the provider agreement (the "Agreement") between UnitedHealthcare of Wisconsin, Inc. ("United") and the provider named in the Agreement ("Provider").

SECTION 1
APPLICABILITY

This Appendix applies with respect to the provision of health care services that Provider provides directly to Covered Persons under the State of Wisconsin BadgerCare Plus and Medicaid SSI programs (collectively, the "State Medicaid Program"), as governed by the State's designated regulatory agencies. In the event of a conflict between this Appendix and other appendices or any provision of the Agreement, the provisions of this Appendix shall control except with regard to benefit contracts outside the scope of this Appendix or unless otherwise required by law. In the event United is required to amend or supplement this Appendix as required or requested by the State, Provider agrees that United shall be permitted to unilaterally initiate such additions, deletions or modifications.

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SECTION 2
DEFINITIONS

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Agreement. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Agreement is inconsistent with any definitions under the State Medicaid Program, the definitions shall have the meaning set forth under the State Medicaid Program.

2.1 **Agreement:** An executed contract between United and Provider for the provision of Covered Services to persons enrolled in the State Medicaid Program.

2.2 **BadgerCare Plus:** The Wisconsin State program that merges Family Medicaid, BadgerCare, and Healthy Start to form a comprehensive health insurance program for low income children and families.

2.3 **Clean Claim:** A truthful, complete and accurate claim that does not have to be returned for additional information.

2.4 **Covered Person:** An individual who is currently enrolled with United for the provision of services under the State Medicaid Program. A Covered Person may also be referred to as an Enrollee, Member or Customer under the Agreement.

2.5 **Covered Services:** A health care service or product for which a Covered Person is enrolled with United to receive coverage under the State Medicaid Contract.

2.6 **Department or DHS:** The Wisconsin Department of Health Services.

2.7 **Provider:** A hospital, ancillary provider, physician group, or individual physician who has entered into an Agreement.

2.8 **State:** The State of Wisconsin or its designated regulatory agencies.

2.9 **State Medicaid Contract:** United's contract with the Wisconsin Department of Health Services for the purpose of providing and paying for Covered Services to Covered Persons enrolled in the BadgerCare Plus and Medicaid SSI programs (collectively, the "State Medicaid Program").

2.10 **State Medicaid Program:** The BadgerCare Plus and Medicaid SSI programs. For purposes of this Appendix, State Medicaid Program may refer to the State agency(ies) responsible for administering the State Medicaid Program.

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SECTION 3
PROVIDER REQUIREMENTS

The State Medicaid Program, through federal and State statutes and regulations, requires the Agreement to contain certain conditions that United and Provider agree to undertake, which are as follows:

3.1 Provider shall follow the State Medicaid Contract's provisions for the coverage of Covered Services. Provider's decisions affecting the delivery of acute or chronic care services to Covered Persons shall be made on an individualized basis and in accordance with the following definitions:

(a) Emergency Medical Condition: Emergency Medical Condition includes all of the following:

(1) A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following:

(i) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
(ii) serious impairment of bodily functions; or
(iii) serious dysfunction of any bodily organ or part.

(2) With respect to a pregnant woman who is in active labor:

(i) where there is inadequate time to effect a safe transfer to another hospital before delivery; or

(ii) where transfer may pose a threat to the health or safety of the woman or the unborn child.

(3) A psychiatric emergency involving a significant risk of serious harm to oneself or others.

(4) A substance abuse emergency exists if there is significant risk of serious harm to a Covered Person or others, or there is likelihood of return to substance abuse without immediate treatment.

(5) Emergency dental care is defined as an immediate service needed to remove the patient from pain, an acute infection, swelling, trismus, fever, or trauma. In all emergency situations, the HMO must document in the Covered Person's dental record the nature of the emergency.

(b) Emergency Services: Covered inpatient and outpatient services that are furnished by a provider qualified to furnish those health services and that are needed to evaluate or stabilize an Emergency Medical Condition.

(c) Medically Necessary: A medical service that meets the definition of Wis. Adm. Code HFS 101.03(96m) as may be amended from time to time.

3.2 Provider must be certified by the BadgerCare Plus and/or Medicaid program for services required under this Agreement. DHS reserves the right to withhold retrospectively from the capitation payments the monies related to services provided by any non-Medicaid or BadgerCare Plus-certified physicians or providers, at the Medicaid fee-for-service rate for those services.

3.3 Provider shall abide by the terms of the State Medicaid Contract for the timely provision of emergency and urgent care.

3.4 Where applicable, Provider shall follow those procedures for handling urgent and emergency care cases stipulated in any required hospital/emergency room Memoranda of Understanding (MOU) signed by United in accordance with the State Medicaid Contract.

3.5 Provider agrees to submit encounter data in the format specified by United, so that United can meet the Department's specifications required under the State Medicaid Contract. United will evaluate the credibility of data obtained from external databases to ensure that any patient-reported information has been adequately verified. Provider shall also cooperate with United in its preparation of reports and clinical information required under the State Medicaid Contract including, without limitation, all child and adolescent health check-up reporting, HealthCheck encounters, and cancer screening encounters, as appropriate, and such other reporting for Covered Services as may be required under the State Medicaid Contract.

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3.6 Provider shall ensure the confidentiality of family planning services in accordance with the terms of the State Medicaid Contract.

3.7 Provider shall abide by the terms of the State Medicaid Contract regarding appeals to United and DHS for non-payment by United for services rendered to Covered Persons by providers, including:

(a) United must accept written appeals from Provider if Provider disagrees with United's payment/denial determination as long as Provider submits the dispute in writing and within sixty (60) days of the initial payment/denial notice. United has forty-five (45) days from the date of the receipt of the request for reconsideration to respond to Provider in writing. If United fails to respond within that time, or if Provider is not satisfied with United's response, Provider may seek a final determination from DHS.

(b) United must inform Provider in writing of United's payment/denial determinations including:

(i) A specific explanation of the payment amount or a specific reason for the payment denial;

(ii) A statement regarding Provider's rights and responsibilities in appealing to United about United's initial determination by submitting a separate letter or form: (a) clearly marked "appeal"; (b) containing the provider's name, date of service, date of billing, date of rejection, the Covered Person's name and BadgerCare Plus and/or Medicaid SSI ID number, and reason(s) the claim merits reconsideration; (c) for each appeal; (d) addressed to the person and/or department at United that handles provider appeals within sixty (60) days of the initial denial or partial payment.

(iii) A statement advising Provider of its right to appeal to the DHS if United fails to respond to the appeal within forty-five (45) days or if Provider is not satisfied with United's response to the request for reconsideration, and that all appeals to the DHS must be submitted in writing within sixty (60) days of United's final decision or, in the case of no response, within sixty (60) days from the forty-five (45) day timeline allotted United to respond. In cases where there is a dispute about United's payment/denial determination and Provider has requested reconsideration, the DHS will hear appeals and make final determinations. The DHS will not exercise its authority in this regard unreasonably. The DHS will accept written comments from all parties to the dispute before making the decision. United and Provider must accept DHS's determinations regarding appeals of disputed claims. If DHS's decision is in favor

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of Provider, United will pay Provider within forty-five (45) days of receipt of DHS's final determination.

3.8 Provider shall provide for timely access for Covered Person appointments in accordance with the appointment availability requirements established under the State Medicaid Contract including without limitation, appointments for preventative care, urgent care, routine sick care, and well care.

3.9 Provider shall cooperate with United and provide a Covered Person with continuity of treatment (which may include coordination of care as required under law) in the event Provider's participation with United terminates during the course of a Covered Person's treatment by Provider.

3.10 Provider shall not create barriers to access to care by imposing requirements on Covered Persons that are inconsistent with the provision of Medically Necessary and covered BadgerCare Plus and/or Medicaid SSI benefits (e.g., coordination of benefits recovery procedures that delay or prevent care).

3.11 Provider shall look solely to United for payment of Covered Services provided to Covered Persons pursuant to the Agreement and the State Medicaid Contract and hold the State and Covered Persons harmless in the event that United cannot or will not pay for such Covered Services. Provider agrees not to bill BadgerCare Plus and/or Medicaid SSI Covered Persons for Medically Necessary services covered under the State Medicaid Contract and provided during the Covered Person's period of enrollment with United, pursuant to Section 1128(B)(d)(1) of the Social Security Act. Provider also agrees not to bill a Covered Person for any missed appointments while the Covered Person is eligible under the BadgerCare Plus – Standard Plan and/or Medicaid SSI programs; provided, however, Covered Persons eligible under the BadgerCare Plus – Benchmark Plan (as described in the State Contract) may be billed for missed appointments. In addition, a Covered Person eligible under the BadgerCare Plus – Standard Plan (as described in the State Contract) or the BadgerCare Plus – Benchmark Plan may be billed for applicable copayments and/or premiums for Medically Necessary services provided during the Covered Person's enrollment with United. Provider may not bill a Medicaid SSI Covered Person for copayments or premiums for Medically Necessary services provided during the Covered Person's enrollment with United. This provision will remain in effect even if United becomes insolvent.

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Notwithstanding the foregoing, if a Covered Person agrees in writing to pay for a non-covered service, then Provider, a subcontractor, or United can bill the Covered Person for the service. The standard release form signed by the Covered Person at the time of services does not relieve Provider, a subcontractor or United from the prohibition against billing a BadgerCare Plus – Standard Plan or Medicaid SSI Covered Person in the absence of a knowing assumption of liability for a non- covered service. The form or other type of acknowledgment relevant to BadgerCare Plus or Medicaid SSI Covered Person liability must specifically state the admissions, services, or procedures that are not covered by BadgerCare Plus or Medicaid SSI.

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3.12 Provider shall cooperate with United in the event an immediate transfer to another primary care physician or Medicaid managed care contractor is warranted if the Covered Person's health or safety is in jeopardy, as may be required under law.

3.13 In addition to the amount, duration, and scope of Covered Services to be provided by Provider as specified in the Agreement and the State Medicaid Contract, Provider shall continue to provide Covered Services through the duration of the Agreement including, without limitation, the applicable capitation or premium payment period for which the State has paid to United.

3.14 Provider shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid fee-for-service if Provider serves only Medicaid fee-for-service beneficiaries.

3.15 In the event of transitioning Covered Persons from other Medicaid managed care contractors and their provider, Provider shall work with United to ensure quality-driven health outcomes for such Covered Persons to the extent required by the State Medicaid Contract or otherwise required by law.

3.16 Provider shall not make referrals for designated health services to health care entities with which the Provider or a member of the Provider's family has a financial relationship, pursuant to federal anti-kickback and physician self-referral laws that prohibit such referrals.

3.17 Provider shall provide information to Covered Persons regarding treatment options, including the option of no treatment, in a culturally-competent manner and must ensure that individuals with disabilities have effective communications in making decisions regarding treatment options.

3.18 Provider shall not charge for any service provided to a Covered Person at a rate in excess of the rates established by the Agreement in accordance with Section 1128B(d)(1) of the Social Security Act (enacted by Section 4704 of the Balanced Budget Act of 1997), as may be amended from time to time.

3.19 Provider shall comply with all non-discrimination requirements as set forth in the State Medicaid Contract, including but not limited to: (i) complying with all applicable federal and State laws relating to non-discrimination and equal employment opportunity, including s. 16.765 Wis. Stats., the Federal Civil Rights Act of 1964 and regulations issued pursuant to that Act, and the provisions of Federal Executive Order 11246 dated September 26, 1985; (ii) assuring physical and program accessibility of all services to persons with physical and sensory disabilities pursuant to Section 504 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. 794); (iii) complying with all requirements imposed by the applicable State and federal regulations (45 C.F.R. part 84) and all guidelines and interpretations issued pursuant thereto; and (iv) complying with the

provisions of the Age Discrimination and Employment Act of 1967 and the Age Discrimination Act of 1975.

3.20 As required under State or federal law or the State Medicaid Contract, Provider shall maintain an adequate record keeping system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Covered Persons. Provider shall comply with all record retention requirements under the State Medicaid Contract and, where applicable, the special compliance requirements on abortions, sterilizations, hysterectomies, and HealthCheck reporting requirements. Provider shall maintain records for a period of not less than ten (10) years from the close of the State Medicaid Contract, or such other period as required by law. If records are under review or audit, they must be retained until the review or audit is complete. United will request and obtain prior approval from Provider for the disposition of records under review or inspection.

3.21 Provider shall safeguard information about Covered Persons in accordance with applicable federal and State privacy laws and rules including 42 CFR §438.224 and 42 CFR Part 431, Subpart F, as may be amended from time to time.

3.22 As required under State or federal law or the State Medicaid Contract, Provider shall provide representatives of United, as well as duly authorized agents or representatives of the Department and the U.S. Department of Health and Human Services, access to its premises and its contracts and/or medical records. Provider shall otherwise preserve the full confidentiality of medical records in accordance with the State Medicaid Contract and pursuant to: Chapter 19, Subchapter II, Wis. Stats., Wis. Admin. Code HFS 108.01, and 42 C.F.R. 431 Subpart F. Except as otherwise required by law, rule, or regulation, access to such information must be limited by United and the Department to persons who, or agencies which, require the information in order to perform their duties related to the State Medicaid Contract, including the U.S. Department of Health and Human Services and such others as may be required by the Department.

Provider also agrees to make available to the Department, the Department's authorized agents and appropriate representatives of the U.S. Department of Health and Human Services and the U.S. Comptroller General any financial records of Provider that relate to the services performed and amounts paid or payable under the State Medicaid Contract.

3.23 Provider shall abide by all requirements for maintenance and transfer of medical records pursuant to the terms of the State Medicaid Contract. Minimum medical record documentation per chart entry or encounter must conform to Wis. Admin. Code, Chapter HFS 106.02, (9)(b), as may be amended from time to time.

3.24 Provider shall clearly specify referral approval requirements to its providers, if any, and in any sub-subcontracts.

3.25 Within fifteen (15) days of United's request, Provider shall forward to United medical records related to grievances. If Provider does not meet this fifteen (15) day requirement, Provider must explain why and indicate when the medical records will be provided.

3.26 Provider shall abide by United's marketing/informing requirements. Provider shall forward to United for prior approval all flyers, brochures, letters, and pamphlets Provider intends to distribute to Covered Persons concerning its United affiliation(s), or changes in affiliation, and other information that relates directly to the BadgerCare Plus and/or Medicaid SSI population. Provider shall not distribute any such marketing or Covered Person informing materials without the consent of United and DHS.

3.27 Provider shall maintain during the term of the Agreement, as applicable, general liability insurance, professional liability insurance, and workers' compensation insurance for all employees connected with the provision of services under the Agreement. Such workers compensation insurance shall comply with State Workers' Compensation Law. Such comprehensive general liability insurance and professional liability insurance shall provide coverage in an amount established by United pursuant to the Agreement or as required under the State Medicaid Contract.

3.28 Provider shall indemnify and hold the State and Covered Persons harmless from and against all claims, damages, causes of action, costs or expense, including court costs and reasonable attorney fees, to the extent proximately caused by any negligent act or other wrongful conduct arising in connection with the Agreement. This clause shall survive the termination of the Agreement, including breach due to insolvency. The State Medicaid Program reserves the right to waive this requirement for itself, but not Covered Persons, for damages in excess of the statutory cap on damages for public entities if Provider is a public health entity with statutory immunity. Any such waiver must be approved in writing by the State Medicaid Program.

3.29 Provider shall comply with any cultural competency program established by United, consistent with the terms of the State Medicaid Contract.

3.30 Provider shall participate in and contribute required data to United's Quality Assessment/Performance Improvement programs.

3.31 In the event Provider participates in a physician incentive plan ("PIP"), Provider agrees that all PIPs must comply with 42 CFR 417.479, 42 CFR 438.6(h), 42 CFR 422.208, and 42 CFR 422.210, as may be amended from time to time. Neither United nor Provider may make a specific payment directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to an individual Covered Person. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of Medically Necessary care.

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3.32 United will provide monitoring and oversight and Provider shall ensure that all licensed medical professionals are credentialed in accordance with the applicable State Medicaid Contract credentialing requirements if United delegates credentialing to Provider.

3.33 If Provider delegates any functions of the Agreement, the subcontract or delegation must include all of the requirements of this Appendix, and applicable requirements of the State Medicaid Contract.

3.34 Provider shall comply with all applicable privacy rule and security rule provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and associated implementing regulations, as may be amended from time to time.

3.35 Provider shall comply with all applicable federal and State statutes and rules and regulations that are in effect when the State Medicaid Contract is signed, or that come into effect during the term of the State Medicaid Contract. This includes, but is not limited to Title XIX of the Social Security Act, Title XXI, SCHIP, and Title 42 of the CFR.

3.36 Provider is subject to all State and federal laws and regulations relating to fraud, abuse or waste in health care and the State Medicaid Program. Provider shall cooperate and assist the State Medicaid Program and any other State or federal agency charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste. Provider shall provide originals and/or copies of any and all information, allow access, wherever Provider maintains such books, to premises and provide records, to the State Medicaid Program's fraud and abuse designee, CMS, the U.S. Department of Health and Human Services, the Federal Bureau of Investigation (FBI), or any other unit of State or federal government upon request, and free-of-charge.

3.37 Provider understands that no terms of this Appendix or the Agreement are valid which terminate the legal liability of United.

3.38 Provider shall comply, as applicable, with United's Civil Rights Compliance Plan.

3.39 Provider shall comply with 42 CFR 438.214, as may be amended from time to time, which includes, but is not limited to the selection and retention of providers, credentialing and recredentialing requirements and nondiscrimination.

3.40 Provider shall cooperate with any audits or other activities conducted by an External Quality Review Organization ("EQRO") as may be required by the State Medicaid Program.

3.41 Provider shall be subject to all applicable accreditation standards (e.g., National Committee for Quality Assurance ("NCQA") accreditation), as may be set forth in the Agreement and any applicable attachments thereto.

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3.42 Provider agrees that all relevant federal and State statutes and rules pertaining to Medicaid Managed Care Organizations apply and, in addition, Provider shall comply with the applicable provisions of 42 CFR 434 and 42 CFR 438.6, as may be amended from time to time.

3.43 Upon termination of the Agreement pursuant to the terms contained therein, Provider shall promptly supply United with all information necessary for the reimbursement of any outstanding Medicaid claims.

3.44 If the Agreement is for an amount in excess of $100,000, Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Any violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.

3.45 <u>Prohibition on Use of Federal Funds for Lobbying</u>: Provider agrees, pursuant to 31 U.S.C. Section 1352 and 45 CFR Part 93, as may be amended from time to time, that no federally appropriated funds have been paid or will be paid to any person by or on Provider's behalf for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352. If the value of the Agreement exceeds $100,000, Provider agrees to complete and submit to United the certification required under 31 U.S.C. Section 1352 and 45 CFR Part 93.

3.46 Provider represents that neither it nor any of its principals or providers with whom it contracts, if any, is debarred, suspended or otherwise excluded from participation in any state or federal health care program or by any state or federal agency.

3.47 To the extent applicable, Provider shall cooperate with United if the Department informs United that the number of Active Covered Persons from all populations serviced under the Agreement exceeds capacity limits under the State Medicaid Contract. Provider shall cooperate with United to resolve any capacity limit that has been exceeded and will submit to United, upon request, an attestation indicating the number of Active Covered Persons from all populations serviced by Provider as of the date of the request. For the purposes of this provision, "Active Covered Person" means a Covered Person who is seen by the same primary care physician, or by a physician assistant or advanced nurse practitioner under the supervision of the primary care physician, at least three (3) times within a calendar year.

MEETING CANCELED

SECTION 4
UNITED REQUIREMENTS

4.1 United shall not prohibit or otherwise restrict Provider, when acting within the lawful scope of practice, from advising or advocating on behalf of a Covered Person for

the following: (i) the Covered Person's health status, medical care, or treatment or non-treatment options, including any alternative treatments that might be self-administered and any treatment or non-treatment options that may not reflect United's position or may not be covered by the Covered Person's benefit plan; (ii) any information the Covered Person needs in order to decide among all relevant treatment options; (iii) the risks, benefits, and consequences of treatment or nontreatment; or (iv) the Covered Person's right to participate in decisions regarding his or her health care, including the right to refuse treatment and to express preferences about future treatment decisions. United also shall not prohibit a Provider from advocating on behalf of a Covered Person in any grievance system, utilization review process, or individual authorization process to obtain necessary health care services.

4.2 United shall not discriminate with respect to participation, reimbursement, or indemnification of a Provider who is acting within the scope of Provider's license or certification under applicable State law, solely on the basis of such license or certification. This provision shall not be construed to prohibit United from including providers to the extent necessary to meet the needs of Covered Persons or from establishing any measure designed to maintain quality and control cost consistent with these responsibilities.

4.3 United shall not discriminate against Provider for serving high-risk Covered Persons or if Provider specializes in conditions requiring costly treatments.

4.4 United shall pay Provider pursuant to the State Medicaid Contract, applicable State law and regulation, and 42 CFR 447.46, 42 CFR 447.45(d)(2), 42 CFR 447.45(d)(3), 42 CFR 447.45(d)(5) and 42 CFR 447.45(d)(6), as applicable and as may be amended from time to time. If a third party liability exists, payment of claims shall be determined in accordance with federal and/or State third party liability law and the terms of the State Medicaid Contract. Unless United otherwise requests assistance from Provider, United will be responsible for third party collections in accordance with the terms of the State Medicaid Contract.

4.5 To the extent applicable under the State Medicaid Contract and in the case of newborns, United shall be responsible for any payment owed to Provider for services rendered prior to the newborn's enrollment with United.

4.6 United shall not be responsible for any payments owed to Provider for services rendered prior to a Covered Person's enrollment with United, even if the services fell within the established period of retroactive eligibility; provided, however, if such person is deemed a Covered Person for such retroactive period, United shall be responsible for such payments.

4.7 If United delegates selection of providers to Provider, United retains the right to approve, suspend, or terminate any provider selected by Provider.

SECTION 5

MEETING CANCELED

OTHER REQUIREMENTS

5.1 To the extent applicable and required by law or the terms of the State Medicaid Contract, any notice of termination by United to Provider shall be furnished to the State or its designated government agencies.

5.2 In addition to its termination rights under the Agreement, United shall have the right to revoke any functions or activities delegated to Provider under the Agreement or impose other sanctions pursuant to the State Medicaid Contract if, in United's reasonable judgment, Provider's performance under the Agreement is inadequate.

5.3 As required under the State Medicaid Contract, United shall perform ongoing monitoring of Provider and shall subject Provider to formal review at least once a year, consistent with the requirements of State and federal law and the State Medicaid Contract. As a result of such monitoring activities, United shall identify to Provider any deficiencies or areas for improvement mandated under the State Medicaid Contract and Provider shall take appropriate corrective action.

5.4 All tasks performed under the Agreement must be performed in accordance with the requirements of the State Medicaid Contract, as set forth in this Appendix, applicable provider manual(s), and protocols, policies and procedures that United has provided or delivered to Provider. The applicable provisions of the State Medicaid Contract are incorporated into the Agreement by reference. Nothing in the Agreement relieves United of its responsibility under the State Medicaid Contract. If any provision of the Agreement is in conflict with provisions of the State Medicaid Contract, the terms of the State Medicaid Contract shall control and the terms of the Agreement in conflict with those of the State Medicaid Contract will be considered waived.

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☐ Open ☒ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Other - ARISE HEALTH INSURANCE SOVEREIGN IMMUNITY

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

Arise Health Plan Insurance Contract

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Approval is needed to enter into agreement.

3. Justification

Why BC action is required (see instructions):

The language in sections 4.8, 5.5, 5.71, 5.7.2, 5.7.3 constitute or may constitute waivers of sovereign immunity and must therefore be approved by the OBC, in accord with the Tribe's Sovereign Immunity Law.

4. Supporting Materials Instructions

☒ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature is required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. Provider Agreement Legal Review
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Dr. Vir, Division Director/Medical

Requestor (if different from above): Mari Kriescher, Behavioral Health Manager
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Oneida Comprehensive Health Division

Oneida Community Health Center

Behavioral Health Services

Anna John Nursing Home
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.

MEETING CANCELED

To: To Whom It May Concern

From: Ma[illegible]escher, Behavioral Health Manager

Date: [illegible]/20/15

RE: Needing OBC Approval for Ins. Contract

This is an Agreement with Arise Health Care Provider Agreement, a third party insurance payer, which is required if we would like to receive reimbursement for our patients who have Arise Health Care.

This Agreement has been reviewed by the Oneida Law Office in accord with standard practice, and requires Business Committee Approval. According to the Law Office review, the language in sections 4.8, 5.5, 5.71, 5.7.2, 5.1[illegible] constitute or may constitute waivers of sovereign immunity and must therefore be approved by the OBC, in accord with the Tribe's Sovereign Immunity Law.

The above provisions were at one time acceptable; because they did not constitute an "explicit" waiver of Sovereign Immunity (i.e. the Tribe does not explicitly consent to the jurisdiction of any court). However, case law has now held that certain non-explicit provisions amount to waivers of sovereign immunity, because they can be entered and enforced in court. Even if the binding arbitration clause in the agreement does not state that the arbitration decision can be enforced in court, a waiver likely still exists as it is binding arbitration conducted in accord with Wisconsin law (with Brown County Circuit Court involvement). Additionally, complaints and grievances are agreed to be determined in accord with Wisconsin Administrative Code and equitable relief is (injunction) is explicitly consented to in order to for breach prevention. Anytime a provision in an Agreement contains language consenting to jurisdiction, or consenting to have a certain court hear a dispute, a waiver of sovereign immunity exists.

The Agreement involves payments owed to the Tribe for Behavioral Health services coverage. There are no payments from the Tribe to Arise Health Care. Potential risk and liability to the Tribe, approved, is very minimal. Such provisions are standard provisions generally found in third party payer agreements.

MEETING CANCELED

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

Use this number on future correspondence:

2015-0018

TO: Maria J. Doxtator-Alfaro
Oneida Health Center

FROM: Kelly M. McAndrews, Staff Attorney KMM

DATE: January 22, 2015

RE: Arise Health Plan-Provider Agreement

Purchasing Department Use
X **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:

This contract may be impacted by Resolution #BC-09-24-2014-A entitled Continuing Resolution for FY 2015. This contract should be reviewed for compliance with this resolution prior to signing.

✓ Requires Business Committee approval prior to execution pursuant to possible limited waivers of sovereign immunity:
- While the Model QHP Addendum is attached to the agreement, the main document addresses issues not touched upon in the Model QHP. For example:
  - Complaint and grievance procedure is referenced in accord with Wis. Admin. Code 18.03.
  - Provider acknowledges WPSHP is required to comply with Wis. Stat. 609.17 (reports of disciplinary action). Sec. 4.8.
  - Sec. 5.5 agrees that WPSHP shall be entitled to obtain injunctive relief or other forms of equitable relief to prevent breach (of Confidential Business Information). Relief includes costs and attorney fees, minimally.
  - Sec. 5.7.1 agrees that WPSHP's final disposition of any disputes between Provider and Members shall be binding on Provider.
  - Sec. 5.7.2 contains a binding arbitration section. Although the QHP Addendum indicates "IHS shall not be required to submit any disputes between the parties to binding arbitration", it is not clear this provision applies to Oneida. The Agreement allows binding arbitration in accord with Wis. Stat. Ch. 788, with ability of Brown County Circuit Court to approve the arbitrator. Sec. 5.13 also indicates Brown County WI is the sole venue for mediation/ arbitration and proceedings in court.

Notes:

Sec. 3.2.1 indicates Providers are subject to the Provider Manual, which appears to change periodically. The 2015 Provider Manual was reviewed.

Sec. 3.2.6 indicates subcontracts with licensed persons require components listed in this section. Your division is responsible for implementing this requirement and compliance. (There are two page 6s in the agreement sent to the Law Office).

MEETING CANCELED

PROVIDER AGREEMENT

BETWEEN

WPS HEALTH PLAN, INC.
dba Arise Health Plan

AND

ONEIDA COMPREHENSIVE HEALTH DIVISION

MEETING CANCELLED

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Exhibits

A: PROVIDER and Credentialed Provider Information

B: Payment

AGREEMENT ("Agreement") entered into by and between Oneida Comprehensive Health Division (PROVIDER), and **WPS Health Plan, Inc., dba Arise Health Plan** (WPSHP), effective , 2015.

1. RECITALS.

1.1 **WHEREAS**, WPSHP is a Wisconsin corporation licensed under Wisconsin Statutes Chapter 611 to write health insurance and to arrange for the delivery of health care Covered Services to its Members on a prepaid basis; and

1.2 **WHEREAS**, PROVIDER is a legal entity which is lawfully established pursuant to the laws of its state of domicile, which has the capacity to provide and/or arrange for the provision of Covered Services and which maintains all licenses, permits and approvals required by federal, state and local laws and regulations to provide such Covered Services, and which is willing to receive as payment in full for such Covered Services, the compensation set forth in this Agreement; and

1.3 **WHEREAS**, PROVIDER is willing to assist WPSHP by offering and providing to Members certain health care services and facilities; and

1.4 **WHEREAS**, The undersigned persons are authorized to enter into this Agreement on behalf of the parties.

NOW THEREFORE, it is agreed as follows:

2. **Definitions.**

2.1 **Clean Claim** means a request for payment for Covered Services which is accurate, complete and in the manner and industry-standard format prescribed by WPSHP and as to which there is no substantial issue regarding WPSHP's responsibility for payment including but not limited to subrogation or coordination of benefit issues. Clean Claims must be submitted using the current UB-04 and CMS 1500 forms (or any successor forms) for paper claims and the current HIPAA standard professional or institutional claim formats for electronic claims, as applicable.

2.2 **Complaint** means any dissatisfaction about WPSHP or its Participating Providers, expressed by a Member or a Member's authorized representative to WPSHP.

2.3 **Confidential Business Information** means any confidential and/or proprietary information relating to the disclosing party including, without limitation, Member lists, customer lists or requirements, sales methods, processes, Program, administrative systems or software programs, health care service benchmarks or protocols, market research, pricing information, and compensation arrangements.

2.4 **Covered Services** are goods and services that are identified as benefits in a Health Plan's certificate of coverage. This Agreement provides for payment for medically-necessary, Covered Services provided to eligible Members which are billed within sixty (60) days from the date of service for primary claims and sixty (60) days from receipt of primary explanation of benefits (EOB) for secondary claims and comply with WPSHP's Program including any required authorizations.

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2.5 **Credentialed Provider** means any person or entity credentialed by WPSHP to provide Covered Services to Members under the terms of this Agreement.

2.6 **Grievance** means any dissatisfaction with the administration, claims practices or provision of services by WPSHP that is expressed in writing to WPSHP by, or on behalf of, a Member.

2.7 **Health Plan** means a contract or governmental health benefit program, other than in connection with liability or life insurance policy, which provides payment for health care services and related items.

2.8 **Medical Necessity** means services, treatment, supplies, or facilities that WPSHP determines to be:

(a) Consistent with and appropriate for the diagnosis or treatment of the Member's illness or injury; and

(b) Commonly and customarily recognized and generally accepted by the medical profession in the United States as appropriate and standard care for the condition being evaluated or treated; and

(c) Substantiated by clinical documentation; and

(d) The most appropriate and cost effective level of care that can safely be provided to the Member; and

(e) Proven to be useful, likely to be successful, yield additional information, or to improve clinical outcomes; and

(f) Not primarily for the convenience or preference of the Member, his or her family, or any provider.

2.9 **Member** means an individual who is a beneficiary of a Health Plan.

2.10 **Participating Provider** means a physician, facility, skilled nursing facility, home health agency or any other duly licensed institution or health professional under contract with WPSHP to provide Covered Services to Members.

2.11 **Primary (Specialty) Care Provider** means a person duly credentialed by WPSHP contracted or otherwise as a primary care (specialty) Provider.

2.12 **Plan Sponsor** means either (a) WPSHP or (b) a person who has agreed to provide a Health Plan to a Member and who has contracted with WPSHP to arrange for Covered Services.

2.13 **Program** means the rules, standards, policies, and procedures or other internal and external requirements for administration of Health Plans, including, but not limited to: accreditation, credentialing and re-credentialing of providers; utilization management; pre-certification requirements; recordkeeping; claims submission and payment; and communications with Members.

2.14 **Provider** means any physician or other duly licensed health professional or entity that: (1) is owned or employed by, or is contractually affiliated with, as applicable, PROVIDER to provide health care services; (2) satisfies each requirement imposed by the Program for Participating Providers, and has been approved as a Participating Provider by WPSHP; (3) agrees to provide Covered Services to Members only within the scope of practice applicable to such Provider; and

MEETING CANCELLED

(4) is identified as a Provider on Exhibit A, which is attached and made part of, and may be updated from time to time by the parties in writing.

3. PROVIDER RIGHTS AND DUTIES.

In addition to any other rights and duties of PROVIDER set forth in this Agreement, PROVIDER and WPSHP agree as follows:

3.1 Covered Services. PROVIDER, through its Providers, agrees to provide Members with those Covered Services identified in the certificate of coverage. Providers shall render such Covered Services promptly in a manner consistent with community standards and at all times in the Member's best interest. Provider's Covered Services to Members shall be of the same nature and quality as care provided to non-Members.

3.1.1 Primary Care Model. PROVIDER and Providers acknowledge that WPSHP and other Health Plans may operate under a primary care model requiring Members to obtain referrals/pre-service authorization from their Primary Care Provider or in-network Specialty Care Provider to obtain Covered Services from an out-of –network specialist or tertiary care provider/facility. PROVIDER and its Providers shall not make referrals for Covered Services without prior written consent of Health Plan.

3.1.2 Access. PROVIDER agrees that it provides and will maintain twenty-four (24) hour telephone access to Members and that PROVIDER has procedures in place to respond to Members' calls and requests after normal business hours.

3.2 Program Participation.

3.2.1 Compliance with Legal and Program Requirements. PROVIDER and Providers agree to participate, cooperate, and comply with Program, including quality improvement activities as outlined in the Provider Manual found at www.WeCareforWisconsin.com. PROVIDER agrees to allow WPSHP to use Provider performance data, such as but not limited to WCHQ, WHIO, etc., for analysis and peer comparison. Such data may be used to develop and evaluate quality improvement activities. Results may be shared via public reporting methods and other methods, including but not limited to, web-based tools. PROVIDER shall require each Provider to comply with all applicable federal, state, and local laws and regulations; and to maintain all licenses, permits and approvals required by federal, state or local law for Provider to offer and provide Covered Services under this Agreement. PROVIDER and Providers shall not discriminate in the provision of Covered Services under this Agreement on the basis of amount, method, or source of payment, sex, age, race, color, religion, national origin, health status, handicap, or any other basis forbidden by law and regardless of benefit limitation.

3.2.2 Medicare and Medicaid. PROVIDER and each of its employed and contracted Credentialed Providers shall at all times be certified as providers for Medicare and Medicaid and accept Medicare assignment.

MEETING CANCELED

MEETING CANCELED

3.2.3 Credentialing. In accordance with Section 609.32 Wis. Stats, PROVIDER understands and acknowledges that Providers must complete a WPSHP Credentialing Application, comply with all credentialing requirements and regulations, and be credentialed by WPSHP as outlined in the Program, as a condition precedent to this Agreement becoming effective and remaining in effect. Credentialing shall include, but is not limited to the following: verification of Credentialed Provider's license or certificate, including the history of any suspensions or revocations, and the history of any liability claims made against Credentialed Provider. Recredentialing, which takes place every 36 months, shall include, but is not limited to the following: updating the previous review criteria, assessing Credentialed Provider's performance on the basis of such criteria as Member clinical outcomes, number of complaints, and malpractice actions. No Credentialed Provider will be required to provide services outside the scope of Credentialed Provider's license or certificate.

3.2.4 PROVIDER Information. PROVIDER agrees to provide the information in **Exhibit A,** or subsequent notices as required by **Section 3.5**, for all its Providers who are required by Program to apply for credentials as WPSHP providers. PROVIDER shall inform WPSHP whether each applicant is willing to accept Members as new patients. WPSHP may approve, limit, suspend, or terminate the right of any person to provide Covered Services under this Agreement when, in its sole discretion, such person has failed to comply with the terms of the Agreements including, but not limited to compliance with the Program.

3.2.5 Hospital Privileges. PROVIDER agrees that any of its Credentialed Provider's who use hospital facilities, if any, shall maintain staff privileges at one or more WPSHP Participating Provider hospitals or provide an admission plan and shall provide Covered Services to Members exclusively at Participating Provider facilities if that can be accomplished in the best interests of the Members.

3.2.6 Subcontracts for Covered Services. PROVIDER agrees that each subcontract with licensed persons or entities for the provision of Covered Services to Members shall

(a) specify WPSHP as a third party to the Agreement;
(b) require such subcontractors conform to all terms of this Agreement applicable to PROVIDER; and
(c) allow WPSHP the right to pre-approve or disapprove the right of each individual licensed person or entity to provide Covered Services to Members.

PROVIDER shall maintain written copies of all such subcontracts and shall provide WPSHP and/or regulatory agencies access to and obtain copies of such subcontracts on five (5) days written notice. PROVIDER agrees to disclose all terms and conditions of any payment arrangement between a provider and PROVIDER or its subcontractors that constitutes a physician incentive plan as defined by CMS rules and regulations. Such disclosure shall be in the form of a certification which provides the information required by such rules and regulations, including (a) whether such arrangements include referral Covered Services, (b) the type of incentive plan and the percentage of any withhold or bonus, (c) the size of the panels and the distribution among various types of coverage, or (d) the amount and type of stop-loss coverage provided or required by law. PROVIDER further guarantees to cooperate in assuring that any stop-loss coverage required by law is

MEETING CANCELED

3.2.3 Credentialing. In accordance with Section 609.32 Wis. Stats, PROVIDER understands and acknowledges that Providers must complete a WPSHP Credentialing Application, comply with all credentialing requirements and regulations, and be credentialed by WPSHP as outlined in the Program, as a condition precedent to this Agreement becoming effective and remaining in effect. Credentialing shall include, but is not limited to the following: verification of Credentialed Provider's license or certificate, including the history of any suspensions or revocations, and the history of any liability claims made against Credentialed Provider. Recredentialing, which takes place every 36 months, shall include, but is not limited to the following: updating the previous review criteria, assessing Credentialed Provider's performance on the basis of such criteria as Member clinical outcomes, number of complaints, and malpractice actions. No Credentialed Provider will be required to provide services outside the scope of Credentialed Provider's license or certificate.

3.2.4 PROVIDER Information. PROVIDER agrees to provide the information in **Exhibit A**, or subsequent notices as required by **Section 3.5**, for all its Providers who are required by Program to apply for credentials as WPSHP providers. PROVIDER shall inform WPSHP whether each applicant is willing to accept Members as new patients. WPSHP may approve, limit, suspend, or terminate the right of any person to provide Covered Services under this Agreement when, in its sole discretion, such person has failed to comply with the terms of this Agreements including, but not limited to compliance with the Program.

3.2.5 Hospital Privileges. PROVIDER agrees that any of its Credentialed Provider's who use hospital facilities, if any, shall maintain staff privileges at one or more WPSHP Participating Provider hospitals or provide an admission plan and shall provide Covered Services to Members exclusively at Participating Provider facilities if that can be accomplished in the best interests of the Members.

3.2.6 Subcontracts for Covered Services. PROVIDER agrees that each subcontract with licensed persons or entities for the provision of Covered Services to Members shall

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(b) require such subcontractors to conform to all terms of this Agreement applicable to PROVIDER; and
(c) allow WPSHP the right to pre-approve or disapprove the right of each individual licensed person or entity to provide Covered Services to Members.

PROVIDER shall maintain written copies of all such subcontracts and shall provide WPSHP and/or regulatory agencies access to and obtain copies of such subcontracts on five (5) days written notice. PROVIDER agrees to disclose all terms and conditions of any payment arrangement between a provider and PROVIDER or its subcontractors that constitutes a physician incentive plan as defined by CMS rules and regulations. Such disclosure shall be in the form of a certification which provides the information required by such rules and regulations, including (a) whether such arrangements include referral Covered Services, (b) the type of incentive plan and the percentage of any withhold or bonus, (c) the size of the panels and the distribution among various types of coverage, or (d) the amount and type of stop-loss coverage provided or required by law. PROVIDER further guarantees to cooperate in assuring that any stop-loss coverage required by law is

made available. Unless PROVIDER purchases such stop loss coverage, PROVIDER agrees that WPSHP may purchase such coverage on PROVIDER's behalf and deduct the cost of such coverage from PROVIDER's compensation under this Agreement.

3.3 **Payment.**

3.3.1 **Payment Schedules.** PROVIDER agrees to accept the amounts specified in the payment schedule(s) in **Exhibit B** as payment in full for Covered Services provided to Members pursuant to this Agreement.

3.3.2 **Conditions for Payment.** As a condition precedent to Plan Sponsor's liability for payment, PROVIDER agrees to (1) comply with all WPSHP's pre-authorization requirements, and (2) submit Clean Claim for Covered Services rendered and all revisions within sixty (60) days after the date of service for primary claims and sixty (60) days from receipt of primary explanation of benefits (EOB) for secondary claims or, with respect to the specific Covered Service(s) involved, within sixty (60) days after WPSHP requests PROVIDER to submit a claim for payment.

3.3.3 **Liability for Payment.** PROVIDER agrees that each Plan Sponsor, whether WPSHP or another sponsor, is responsible to PROVIDER for any amounts owed to PROVIDER after deducting applicable deductibles, copayments, and amounts due from coordination of benefits ("COB") provisions of the Plan Sponsor's Health Plans.

3.3.4 **Payments by Members and COB.** PROVIDER shall have the sole right and responsibility to collect any applicable coinsurance, copayments or deductibles from Members as well as any amounts due, if any, from COB provisions of Member's Health Plans. If deductibles and copayments required under a Health Plan are determined as a percentage of fees or charges, the amount of the deductible or copayment shall be such percentage times the payment(s) determined in **Exhibit B**. PROVIDER shall notify WPSHP of any amounts due from COB when submitting the claim or, if unknown at submission, within ten (10) days of discovering the existence of a third-party health benefit plan which covers Covered Services provided to Members. At the request of either party, WPSHP and PROVIDER will reconcile amounts due PROVIDER from WPSHP as provided in **Section 3.3.3**, with the amounts received or receivable from copayments, deductibles, or COB.

3.3.5 **Right to Collect from Other Third Parties.** Except for COB, Plan Sponsors shall have the right to recover payments for Members for Covered Services, by subrogation or otherwise, from any liable third party. PROVIDER shall give Plan Sponsors any requested assistance in exercising such rights.

3.3.6 **Overpayments.** WPSHP may recover overpayments made to PROVIDER by giving written notice including the following information: Member's name and identification number, date of service, service provided, the amount paid, the amount that should have been paid, and a brief explanation of the basis for requesting the refund. PROVIDER shall repay overpayments within sixty (60) days of such notice. Notification of overpayments must be given within eighteen (18) months from the date of payment. WPSHP may offset payments due PROVIDER with other amounts due Plan Sponsor under this Agreement.

MEETING CANCELLED

3.3.7 **Underpayments.** If PROVIDER believes a claim has not been paid correctly, PROVIDER shall give written notice to WPSHP including the following information: Member's name and identification number, date of service, service provided, the amount charged, the amount paid, the amount PROVIDER believes should be paid, and a brief explanation of the basis for contesting the amount paid. If the claim was not paid correctly, WPSHP shall remit correct payment to PROVIDER within sixty (60) days of written notice from PROVIDER. Notification of incorrect payments must be given within eighteen (18) months from the date the claim was initially paid or denied by WPSHP.

3.4 **Notice of Conditions Affecting Performance.** PROVIDER shall notify WPSHP in writing at least thirty (30) days in advance of any matter that will materially affect the availability of Covered Services to Members under this Agreement.

3.4.1 **Ten (10) Day Notice.** PROVIDER will notify WPSHP within ten (10) days after PROVIDER becomes aware of Member Complaints, Grievances, disputes, or malpractice claims or of other actions or events affecting the licenses, accreditation, government and private certifications, permits, staff privileges, and/or professional capacity of PROVIDER or any of its licensed health care Providers. PROVIDER agrees to promptly respond to Complaints and Grievances filed with WPSHP to facilitate resolution as required in s. Ins. 18.03, Wis. Adm. Code. PROVIDER will also notify WPSHP within ten (10) days of any cancellation or reduction in PROVIDER's insurance policies as required by **Section 3.5.5** of this Agreement.

3.4.2 **Ninety (90) Day Notice.** PROVIDER shall notify WPSHP in writing not less than ninety (90) days in advance for changes in:

(a) the identity of PROVIDER's Credentialed Providers; or
(b) the willingness of any Provider or Credentialed Provider to accept Members as new patients; or
(c) the identity or ownership of PROVIDER; or
(d) the transfer of substantially all PROVIDER's assets involved in providing the Covered Services under this Agreement; or
(e) entry into a joint operating agreement whereby PROVIDER and other entity share management and income.

3.5 **Continuing Rights and Obligations.**

3.5.1 **Termination by PROVIDER.** In the event PROVIDER is the party terminating this Agreement, the rights and obligations of the parties shall continue until the renewal date of Health Plans in force during the term of this Agreement or until WPSHP releases PROVIDER from its obligations with respect to such a Health Plan, provided that PROVIDER gives notice of termination in accordance with **Section 5.8** of this Agreement. Except, however, that the rights and obligations of the parties shall continue with respect to any Member who, at the effective date of termination, is an inpatient of a licensed health facility or until such Member has been discharged and another Participating Provider has agreed to accept responsibility for the care of such Member.

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3.5.2 **WPSHP Insolvency.** In the event of any insolvency or other cessation of operations of WPSHP which might allow PROVIDER to terminate any part of this Agreement, PROVIDER shall continue to provide Covered Services to Members while they are inpatients in a licensed health care facility; and, in addition, until the earlier of:

(a) the end of the contract period for which a premium has been paid on behalf of a Member, or

(b) acceptance of a referral of the Member to the care of a licensed health care provider.

3.5.3 **No Recourse Against Members for Payment.** PROVIDER hereby agrees that in no event shall PROVIDER or Providers seek, accept, or have any recourse for payment for Covered Services provided under this Agreement against any Member or any person other than Plan Sponsor acting on Member's behalf. This provision does not prohibit PROVIDER from collecting copayments, deductibles or amounts due from COB as specified in each Member's Health Plan. PROVIDER or Provider may also collect fees for services not covered by the Member's Health Plan and which Provider delivers on a "fee-for-service" basis with Member's prior, written acknowledgment and consent. PROVIDER shall have sole responsibility for collecting such payments.

3.5.4 **Maintenance of Records.** PROVIDER agrees to maintain all records related to Covered Services delivered under this Agreement and payments made for such Covered Services for the greater of any applicable statute of limitations plus three (3) years.

3.5.5 **Insurance.** PROVIDER agrees that Provider and all its Credentialed Providers shall participate, if eligible, in the Wisconsin Patients Compensation Fund. PROVIDER, at its sole expense, shall obtain and maintain, or its Providers and their employees and agents shall provide and maintain, such policies of general and professional liability (malpractice) insurance as shall be necessary to insure PROVIDER, its Providers and its employees and agents against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance or provision of any service or supply by PROVIDER or Provider. The amounts and extent of such insurance coverage required hereunder shall be consistent with applicable law and the Program.

At WPSHP's request, PROVIDER shall provide WPSHP with copies of all insurance policies required by this Agreement. If PROVIDER does not purchase and maintain such coverage, WPSHP may purchase insurance coverage and PROVIDER agrees to reimburse WPSHP for the cost of same. PROVIDER will also notify WPSHP within ten (10) days of any cancellation or reduction in PROVIDER's insurance policies.

3.5.5 **Survival.** This **Section 3.5** shall survive termination of this Agreement, regardless of the cause giving rise to termination and shall be construed to be for the benefit of Members. The provisions of **Section 3.5.3** shall supersede any oral or written contrary agreement now existing or subsequently entered into between PROVIDER and Member or any person acting on a Member's behalf.

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4. WPSHP'S RIGHTS AND DUTIES.

In addition to any other rights or duties of WPSHP set forth in this Agreement, WPSHP and PROVIDER agree as follows:

4.1 **Members.** Each Health Plan shall have the sole responsibility to determine who is a Member and whether a Member is eligible for any benefits under its policies.

4.2 **Program.** WPSHP may establish, and may from time to time, revise Program for administration of Health Plans. WPSHP will provide at least sixty (60) days notice of any revisions which materially affect this Agreement.

4.3 **Program Information.** WPSHP shall periodically make available to PROVIDER, in written or electronic format copies of Program requirements, standards, policies, procedures, and manuals. At PROVIDER's request, WPSHP shall make available in written or electronic format copies of Health Plan Summary Plan Descriptions.

4.4 **Marketing.** WPSHP may use the names, addresses, phone numbers and pictures of PROVIDER and its Providers, identify PROVIDER's Covered Services and applicable restrictions, and indicate the willingness of PROVIDER and each Provider to accept Members as patients in the normal course of business.

4.5 **Claims Submission and Payment.** Plan Sponsor shall make payment on Clean Claim(s) for Medically Necessary Covered Services in a manner consistent with Section 628.46 of the Wisconsin Statutes.

4.6 **WPSHP's Right to Contract.** During the term of this Agreement, WPSHP may establish Health Plans and/or enter into contracts to provide Covered Services to (1) beneficiaries of governmental Health Plans or (2) Members of third-party nongovernmental Health Plans. Governmental Health Plans may include, but are not limited to, Medicare, Medicaid, and programs which replace or expand part or all of Medicare and Medicaid.

4.6.1 **Incorporation of Modifications.** WPSHP may amend this Agreement as it applies to such a Health Plan by giving PROVIDER written notice of such amendments at least 60 (sixty) days in advance of the effective date of the contract.

4.6.2 **Limitation on Modification of Payment Schedule(s).** PROVIDER may refuse to accept new payment schedule(s) applying to such plans by giving written notice of such refusal within thirty (30) days of WPSHP's notice of intent to amend the Agreement in accordance with **Section 4.6.** PROVIDER may not limit its agreement to exclude Members of Health Plans sponsored by WPSHP.

4.7 **Insurance.** WPSHP shall purchase such general liability and worker's compensation insurance coverage as it deems necessary to protect WPSHP and PROVIDER against any claim for damages arising, directly or indirectly, from the negligent performance of duties of WPSHP or its employees. At PROVIDER's request, WPSHP shall give PROVIDER copies of all insurance policies covering the term of this Agreement.

4.8 **Disciplinary Actions.** Pursuant to Section 609.17 of the Wisconsin Statutes, WPSHP is required

to notify the Wisconsin medical examining board or appropriate affiliated credentialing board attached to the medical examining board of any disciplinary action taken against PROVIDER's Credentialed Providers. PROVIDER acknowledges and understands that WPSHP is required to comply with the requirements of Section 609.17 of the Wisconsin Statutes.

5. **MUTUAL COVENANTS.** In addition to any other duties or obligations of the parties set forth in this Agreement, the parties agree as follows:

5.1 **Independent Contractors.** The parties are independent legal entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any other relationship between the parties, nor shall any of their respective employees be construed or deemed to be agents, employees or representatives of the other.

5.2 **Non-exclusive.** WPSHP and PROVIDER each expressly reserve the right to enter into other or similar arrangements with other parties.

5.3 **Provider-Patient Relationships.** Notwithstanding any other term or provision of this Agreement, expressed or implied, nothing in this Agreement shall be deemed to change or alter any relationship (except as to payment for Covered Services) which exists or which may come to exist between PROVIDER or its Providers and their patient(s), who are or become Members. Neither WPSHP nor anyone else shall have the right to interfere with the care or treatment given or prescribed by Providers to any patient under Providers' care. Notwithstanding the foregoing, no person shall be entitled to any compensation for Covered Services from Members or Plan Sponsors except as provided in this Agreement. Nothing in this Agreement shall be construed as an arrangement or an agreement for solicitation of patients for PROVIDER by WPSHP. Provider may freely communicate with patients about treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

5.4 **Records.** The parties agree to maintain those records and recordkeeping systems which are expressly or implicitly required by this Agreement, are customarily used to prudently manage each party's responsibilities, or are required by federal, state or local laws or regulations. Except as required by law, the parties shall keep confidential all Member information and records unless a release is requested by the Member or WPSHP in accordance with applicable legal requirements. Upon request, and subject to applicable state and federal laws governing the confidentiality of patient health records, PROVIDER shall provide access to or copies of Members' health records for the purpose of Program, claims payment and audit as well as benefit determination. In addition, subject to applicable state and federal laws governing the confidentiality of patient health records PROVIDER shall provide access to or copies of Members' health records to WPSHP, and to state and federal authorities involved in assessing quality of care or investigating grievances or complaints. PROVIDER shall provide Member's health records at no charge. Copies of records to be used for any other reason shall be reimbursed at rates no greater than the fees specified in Section 146.83 of the Wisconsin Statutes, or its successor.

5.5 **Use of Confidential Business Information for Marketing or Other Purposes.**

5.5.1 **Non-Disclosure.** Each party acknowledges that, in the course of negotiating and performing under the terms of this Agreement, they have received from WPSHP

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Confidential Business Information developed at great expense by WPSHP and essential for carrying out WPSHP's business in a highly competitive market. PROVIDER and Providers agree and acknowledge that unauthorized use, disclosure or publication of Confidential Business Information provided by WPSHP could harm WPSHPS' current or potential business interests.

Accordingly, during the term of this Agreement and for a period of two years thereafter, PROVIDER and Providers shall not, without prior written consent of WPSHP, except for use in the course of performing pursuant to this Agreement or as required by applicable law, publish, disclose or authorize any other party to use, publish or disclose any Confidential Business Information provided by WPSHP within the geographical area in which such use, publication or disclosure could harm WPSHP's existing or potential business interests. PROVIDER and Providers will inform its representatives and employees having access to the Confidential Business Information of, and will require such individuals to comply with the terms and conditions herein set forth.

PROVIDER and Providers acknowledge that the covenants made by and duties imposed hereby are fair, reasonable and minimally necessary to protect WPSHP's legitimate business interests, and that such covenants and duties do not and will not place an undue burden upon PROVIDER or Providers in the event this Agreement is terminated and covenants contained herein are strictly enforced. PROVIDER and Providers further acknowledge that any breach of this provision will cause substantial and irreparable harm to WPSHP for which money damages would be an inadequate remedy. Accordingly, WPSHP shall be entitled to obtain injunctive and other forms of equitable relief to prevent such breach and recover from PROVIDER and/or Providers its costs (including, without limitation, reasonable attorneys' fees) incurred in connection with enforcing this provision, in addition to any other rights or remedies available by law, in equity or by statute.

Notwithstanding the foregoing and irrespective of benefit coverage, PROVIDER and Providers shall not be prohibited from or penalized for engaging in provider-patient communications related to treatment alternatives, coverage appeal decisions, reimbursement incentives or any other communications necessary to maintain the provider-patient relationship.

5.5.2 **Approval of Marketing Use.** Except as expressly permitted in **Section 4.4**, each party shall obtain the other party's written permission prior to using any patented, trademarked, trade-named, service-marked or copyrighted material or property belonging to the other party. The owner shall have the right to review and approve the appearance, content, format, and/or distribution of such use.

5.6 **Indemnification.** WPSHP and PROVIDER each agree to indemnify and hold harmless the other party, its directors, officers, agents and employees from any and all demands, claims, suits, liabilities, losses, damages, or expenses of any kind, including costs and attorneys' fees, which result solely from negligent or willful acts or omissions of the other party, its agents or employees, regarding the duties and obligations of the other party under this Agreement, including the duty to maintain the legal standard of care applicable to PROVIDER. This provision shall not operate to increase PROVIDER's malpractice liability to Members. In the event that PROVIDER's malpractice carrier asserts that this **Section 5.6** operates as a contractual

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assumption of additional malpractice liability that would invalidate or terminate said policy, then this provision shall be inoperative to the extent necessary to preserve PROVIDER's malpractice coverage.

5.7 **Dispute Resolution.**

5.7.1 **Disputes between PROVIDER and Members.** WPSHP's final disposition of any disputes between PROVIDER and Members shall be binding on PROVIDER.

5.7.2 **Disputes Between the Parties.** In the event that any dispute between the parties arises out of the Agreement, the parties shall meet and confer in good faith to resolve such dispute. If such efforts do not resolve the dispute by the earlier of:

(a) thirty (30) days of the first meeting, or
(b) sixty (60) days from the date such meeting is first requested in writing,

then either party may, by providing written notice, require both parties to submit the dispute to binding arbitration. Upon such notice, the dispute shall be submitted to binding arbitration pursuant to Wisconsin Statutes, Chapter 788. The arbitrator(s) shall be required to issue written findings of fact and conclusions of law in conjunction with their decision. Punitive and exemplary damages shall not be awarded in binding arbitration under this Section. Each party shall pay one-half (1/2) of the costs of mediation or arbitration. This **Section 5.7** shall survive termination of this Agreement.

5.7.3 **Choice of Arbitrators.** The arbitrator shall be chosen as follows:

(a) By mutual agreement within thirty (30) days of the notice requiring arbitration, or
(b) by a Circuit Court in Brown County, Wisconsin, as provided in Wisconsin Statutes, Section 788.04.

5.8 **Term and Termination.** The term of this Agreement shall begin on [illegible] 2015 and continue until December 31, 2015 and shall be automatically renewed from year to year thereafter unless terminated by one of the parties as provided below.

5.8.1 **Non-renewal.** Any party may terminate this Agreement by giving written notice of non-renewal to the other party at least one hundred twenty (120) days prior to the end of a contract term, in which event this Agreement shall terminate at the end of the then current term.

5.8.2 **Default.** Either party may terminate this Agreement for a material breach by giving the breaching party sixty (60) calendar days advance written notice of the termination. The breaching party may cure the breach during the sixty (60) calendar day period. If the breach is cured, the Agreement shall remain in effect. If the breach is not cured, the Agreement shall terminate at the end of the sixty (60) calendar day period.

5.8.3 **Termination by WPSHP.** WPSHP may terminate this Agreement immediately upon written notice if:

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(a) The ownership of PROVIDER is transferred to another legal entity.

(b) PROVIDER files a petition for relief under the U.S. Bankruptcy Code or a petition for appointment of receiver is filed by or against the PROVIDER.

(c) PROVIDER fails to maintain or incurs suspension, revocation or loss of licenses, certifications, credentials, permits, Medicare qualifications or other qualifications referred to in this Agreement; or

(d) PROVIDER discloses Confidential Business Information.

5.8.4 **Termination by WPSHP of a Particular Provider.** WPSHP shall also have the right to immediately remove a particular Provider from responsibility for, or have any involvement directly or indirectly with, the services and operations related to this Agreement upon the occurrence of any of the following events without disrupting PROVIDER or other Providers' provision of Covered Services to Members or terminating this Agreement in its entirety if:

(a) Such Provider in any way jeopardizes the safety of patients; or

(b) Such Provider fails to maintain or upon suspension, revocation, or loss of licenses, certification, credentials, permits, Medicare qualifications or other qualifications referred to herein; or

(c) Such Provider discloses Confidential Business Information.

5.8.5 **Termination of Specialty Provider/Specialty Provider Group.** In the case of a specialist/specialist group termination, WPSHP will be responsible for the timely notification of such termination to affected Members who have incurred claims with the Specialty Provider/Specialty Provider group. WPSHP shall notify affected Members prior to the effective date of the termination.

5.9 **Entirety.** This Agreement and documents expressly referred to herein represent the entire Agreement between the parties on the subject matter hereof and supersede all prior discussions, agreements, and understandings between them. No modification of this Agreement shall be effective unless in writing and signed by WPSHP and PROVIDER.

5.10 **Severability.** If any portion of this Agreement is invalid or unenforceable for any reason, the remaining portions of this Agreement shall not be severable and remain in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the provision held to be invalid.

5.11 **Assignment.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors. WPSHP may assign this contract to any successor to all or any part of its business. PROVIDER shall not assign, delegate, or otherwise transfer any of PROVIDER's rights or obligations hereunder without the prior written consent of WPSHP.

5.12 **Waiver.** Either party's failure, at any time, to require performance by the other party of any provisions herein or either party's failure to provide notice to the other party of the other party's breach or violation of any provision shall not operate as a waiver (i) to require strict performance of same or like provisions, or any other provisions hereof at a later time; or (ii) of the other party's ongoing breach of any provision of this Agreement.

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5.13 **Governing Law and Venue.** The parties consent to personal jurisdiction in the State of Wisconsin and agree that Brown County, Wisconsin, shall be the sole venue for mediation or arbitration proceedings or for proceedings in a court of general jurisdiction. This Agreement shall be exclusively construed and applied according to the laws of the State of Wisconsin and applicable federal law. Neither any arbitrator nor any court of law shall apply the law of any other state to any dispute among the parties or third party beneficiaries of this Agreement, except as to the amount of Workers Compensation Insurance or Physicians Malpractice Insurance required by the laws of the state in which such employment or practice was located.

5.14 **Notices.** Notices or any other communication in connection with this Agreement shall be in writing and shall be delivered in person or by registered mail, or certified mail, return receipt requested, addressed to:

WPS Health Plan, Inc.
Attn: COO
P.O. Box 11625
Green Bay, WI 54307-1625

and to PROVIDER at:

Oneida Community Health Center
Attn: Debra J. Danforth
Comprehensive Health Operations Director
525 Airport Road
Oneida, WI 54155

or to such other address as one party may specify by written notice to the other party. Notices shall be deemed effective when received.

5.15 **Headings and Recitals.** The recitals in **Section 1** are a part of this Agreement. The Section headings are for convenience only and shall not have any legal effect.

5.16 **Continuity of Care.** WPSHP and PROVIDER agree to comply with the requirements of Section 609.24 of the Wisconsin Statutes with regard to the continuity of care of Members subsequent to the termination of this Agreement by either PROVIDER or WPSHP. WPSHP and PROVIDER agree that the terms of this Agreement, including reimbursement, shall continue in effect until the Member is no longer receiving care from PROVIDER in accordance with Section 609.24, Wis. Stats.

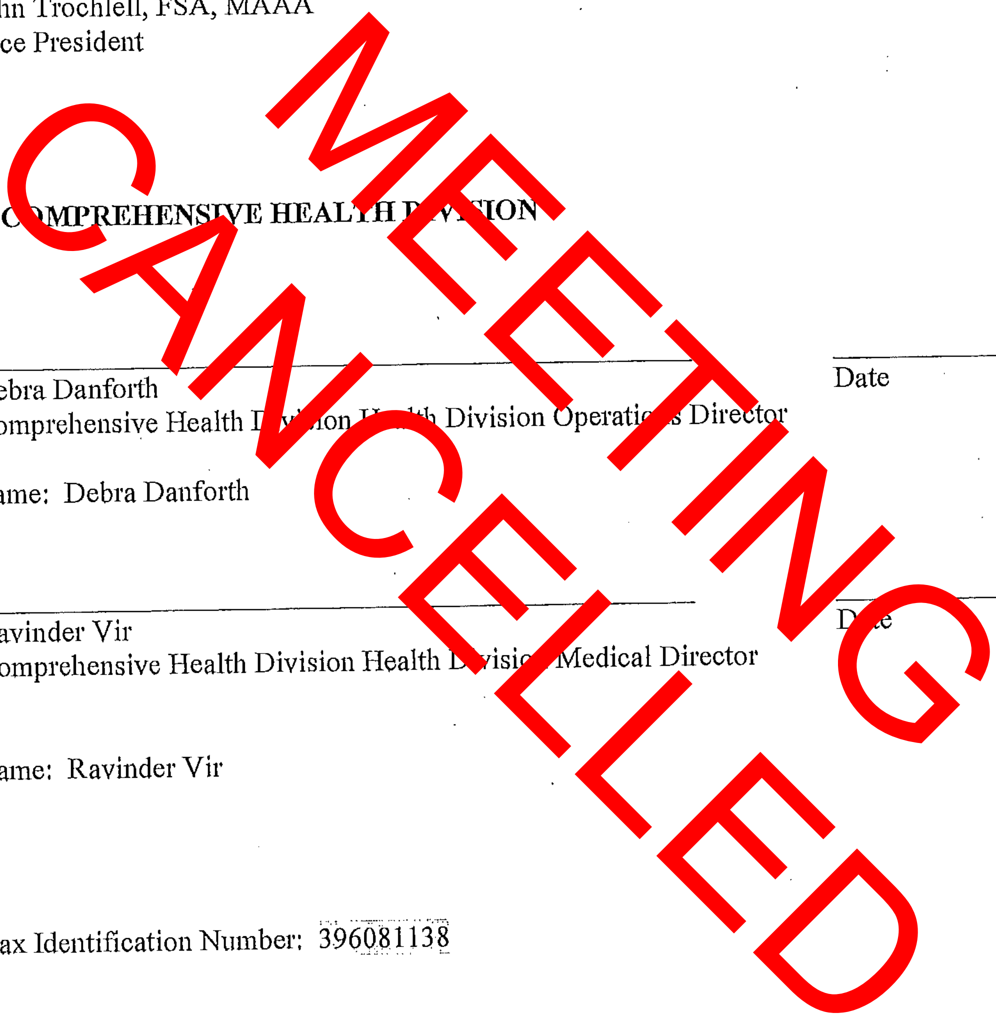
5.17 **Reports of disciplinary action.** In accordance with Section 609.17, Wis. Stats., WPSHP shall notify the medical examining board or appropriate affiliated credentialing board attached to the medical examining board of any disciplinary action taken against a Credentialed Provider who holds a license or certificate granted by the board or affiliated credentialing board.

MEETING CANCELLED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

WPS HEALTH PLAN, INC.

By: ________________________________ ________________
John Trochlell, FSA, MAAA Date
Vice President



ONEIDA COMPREHENSIVE HEALTH DIVISION

By: ________________________________ ________________
Debra Danforth Date
Comprehensive Health Division Health Division Operations Director

Printed Name: Debra Danforth

By: ________________________________ ________________
Ravinder Vir Date
Comprehensive Health Division Health Division Medical Director

Printed Name: Ravinder Vir

Federal Tax Identification Number: 396081138

Exhibit A: PROVIDER and Credentialed Provider Information

Provider Name	Credentials
Michael Flood MD	Internal Med
Paul Abler DPM	Podiatry
Jay Kennard MD	Family Med
Ann M Wells FNP	Family Med
Susan L Katuin RN APNP	Nurse Practic
Gerald R Verstoppen MD	Pediatrics
Lori B Thiry NPC	Family Med
Ravin[illegible]ir MD	Internal Med
Stephanie A Eberhardy PA	Family Med
Paul H Sumnicht MD	Family Med
Tim[illegible] A Mou[illegible] APNP	Diabetic Educator
Betty Sc[illegible]tes [illegible]D CDE	Registered Diabetic
Carol M Finucan PA C	Physician Assistant
Boni J Colwitz [illegible]N C[illegible]E	Registered Diabetic
Susan Higgs RD	Registered Diabetic
Alyssa J Hudak RD CD	Registered Diabetic
Lisa Frechette DDs	Dentist
Sara Anderson MD	OB/GYN
Karen Tammela MD	OB/GYN
Antoinette Westphal RN CNM	Cert. Nurse Midwife
Robert D Moyer Jr MD	OB/GYN
David G VanDerLoop OD	Optometry
Steven P Drake OD	Optometry
Roxann Doyle Keszo OD	Optometry
Lisa Slaby OD	Optometry
Amy Van Gheem MD	OB/GYN
Libby A Woodard CNM	Certi Nurse Midwife
Sidney J White PT	Physical Therapy
Constance S Danforth PTA	Physical Therapy Assit
M. Kriescher	MS, LPC, CSAC, ICS
J. Rodriguez	M. D.
D. Dzubinski	M. D.
C. Shekar	M. D.
M. ONeill	M. D.
V. Patil	M. D.
H.Wynn	M. D.
Mike Sayers	PH.D

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L. Metoxen	MSW, SAC-IT
Tina Baeten	MSW, ICS, LCSW, CSAC
T. Adkins	MSW, LCSW, SAC, CSOT, BCD
R. Loberger	MSE, LCSW, SAC
K. Sayers	MSW, LCSW, LMFT
Benjamin Cheney	MSW, LCSW-SAS
L. Shaw	MSW, LCSW
T. Nehring	MSE, LPC, CSAC
Mary Beth King	MSW, LCSW, CSAC
M. Gore	MSW, LCSW,
Val[illegible] He[illegible]nder	MSW, LCSW
Martha Brito	MS-MFT
R. Huhtala	MSW, LCSW,
Tim Lambert	MSE, LPC, CSAC
Dale Rasmussen	BSW, CSAC
S. Lalonde	CSAC
M. Agneessens	BS, CSAC, CS-IT
Joanne Torres	MA, CSAC
Lois Skrivanie	MSN, RN
Dave Paluch	RN, MSE, LPC

Oneida Community Health Center
525 Airport Road
Oneida, WI 54155

AJRCC (Anna John Resident Centered Care Community)
2901 South Overland Road
Oneida, WI 54155

Ka Ni' Kuhli Yo Family Center
2640 W Point Rd
Green Bay, WI 54104

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EXHIBIT B: PAYMENT

COMPENSATION

Payments to be made to PROVIDER for Covered Services rendered to Members in accordance with this Agreement are as follows:

1. MEDICAL Covered Services shall be paid at the lesser of PROVIDER's billed charges or;

   One hundred percent (100%) of the amount attributed to the item or service in the Wisconsin Participating Non-Facility Part B Physician Fee Schedule (Part B Fee Schedule) utilizing the Resource-based Relative Value Scale (RBRVS) identified by the Center for Medicare and Medicaid Services (CMS) for Wisconsin, the Clinical Diagnostic Laboratory Fee Schedule (CLAB) for Wisconsin, the Wisconsin Durable Medical Equipment, Prosthetics/Orthotics and Supplies (DME POS), Enteral & Parenteral (PEN) Fee Schedule and Average Sales Price (ASP) calculated by the Center for Medicare and Medicaid Services (CMS) for Part B drugs and biologics (HCPCS J0120-J9999) in effect for the current year on January 1.

2. BEHAVIORAL HEALTH Covered Services shall be paid at the lesser of Provider's billed charges or:

   a. MD's (Psychiatrist) shall be reimbursed one hundred percent (100%) of the amount attributed to the item or service in the Wisconsin Participating Non-Facility Part B Physician Fee Schedule (Part B Fee Schedule), in effect on the January 1 immediately preceding the date of service;

   b. Ph.D's, PsyD's and APNP's shall be reimbursed one hundred percent (100%) of the amount listed in the Wisconsin Participating Non-Facility Part B Physician Fee Schedule in effect on the January 1 immediately preceding the date of service;

   c. MSW's and others shall be reimbursed eighty five percent (85%) of the amount listed in the Wisconsin Participating Non-Facility Part B Physician Fee Schedule in effect on January 1 immediately preceding the date of service.

These fee schedules shall be updated on January 1st and annually thereafter. The rates in effect as of January 1st will remain effective throughout the calendar year.

WPSHP reserves the right, at any time, to update the reimbursement amounts for new, deleted, or revised CPT or HCPCS codes. Further, WPSHP reserves the right, at any time, to implement new reimbursement amounts for items or services that are new or revised Covered Services. All updates to the reimbursement amounts listed in this Exhibit, as well as any new reimbursement amounts implemented by WPSHP, shall be determined by WPSHP in a manner consistent with applicable payment methodologies described herein.

All other services not defined by the reimbursement methodology listed above will be paid at seventy five percent (75%) of PROVIDER's billed charges.

The Member shall be responsible for all WPSHP determined deductible, coinsurance, co-payments, and non-covered service amounts.

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DEPARTMENT OF HEALTH & HUMAN SERVICES

Centers for Medicare & Medicaid Services

200 Independence Avenue SW
Washington, DC 20201

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DRAFT

Model QHP Addendum for Indian Health Care Providers

1. Purpose of Addendum; Supersession.

The purpose of this Addendum for Indian health care providers is to apply special terms and conditions necessitated by federal law and regulations to the network provider agreement by and between ______________________ (herein "Qualified Health Plan issuer" and/or "QHP issuer") and ______________________ (herein "Provider"). To the extent that any provision of the Qualified Health Plan issuer's network provider agreement or any other addendum thereto is inconsistent with any provision of this Addendum, the provisions of this Addendum shall supersede all such other provisions.

2. Definitions.

For purposes of the Qualified Health Plan issuer's agreement, any other addendum thereto, and this Addendum, the following terms and definitions shall apply:

(a) "Contract health service" has the meaning given in the Indian Health Care Improvement Act (IHCIA) Section 4(5), 25 U.S.C. § 1603(5).
(b) "Indian" has the meaning given in 45 C.F.R. 155.300.
(c) "Provider" means a health program administered by the Indian Health Service, a tribal health program, an Indian tribe or a tribal organization to which funding is provided pursuant to 25 U.S.C. § 47(commonly known as the "Buy Indian Act"), or an urban Indian organization that receives funding from the IHS pursuant to Title V of the IHCIA (Pub. L. 94-437), as amended, and is identified by name in Section 1 of this Addendum.
(d) "Indian Health Service or IHS" means the agency of that name within the U.S. Department of Health and Human Services established by the IHCIA Section 601, 25 U.S.C. § 1661.
(e) "Indian tribe" has the meaning given in the IHCIA Section 4(14), 25 U.S.C. § 1603(14).
(f) "Qualified Health Plan" (QHP) has the meaning given in Section 1301 of the Affordable Care Act, 42 U.S.C. § 18021.
(g) "Tribal health program" has the meaning given in the IHCIA Section 4(25), 25 U.S.C. § 1603(25).
(h) "Tribal organization" has the meaning given in the IHCIA Section 4(26), 25 U.S.C. § 1603(26).
(i) "Urban Indian organization" has the meaning given in the IHCIA Section 4(29), 25 U.S.C. § 1603(29).

3. Description of Provider.

The Provider identified in Section 1 of this Addendum is (check the appropriate box):

/_/ The IHS.

/_/ An Indian tribe that operates a health program under a contract or compact to carry out programs, services, functions, and activities (or portions thereof) of the IHS pursuant to the ISDEAA, 25 U.S.C. § 450 et seq.

/_/ A tribal organization that operates a health program under a contract or compact to carry out programs, services, functions, and activities (or portions thereof) of the IHS pursuant to the ISDEAA, 25 U.S.C. § 450 et seq.

/_/ A tribe or tribal organization that operates a health program with funding provided in whole or part pursuant to 25 U.S.C. § 47 (commonly known as the Buy Indian Act).

/_/ An urban Indian organization that operates a health program with funds in whole or part provided by IHS under a grant or contract awarded pursuant to Title V of the IHCIA.

4. Persons Eligible for Items and Services from Provider.

(a) The parties acknowledge that eligibility for services at the Provider's facilities is determined by federal law, including the IHCIA, 25 U.S.C. § 1601, et seq. and/or 42 C.F.R. Part 136. Nothing in this agreement shall be construed to in any way change, reduce, expand, or alter the eligibility requirements for services through the Provider's programs.

(b) No term or condition of the QHP issuer's agreement or any addendum thereto shall be construed to require the Provider to serve individuals who are ineligible under federal law for services from the Provider. The QHP issuer acknowledges that pursuant to 45 C.F.R. 80.3(d), an individual shall not be deemed subjected to discrimination by reason of his/her exclusion from benefits limited by federal law to individuals eligible for services from the Provider. Provider acknowledges that the nondiscrimination provisions of federal law may apply.

5. Applicability of Other Federal Laws.

Federal laws and regulations affecting the Provider include but are not limited to the following:

(a) The IHS as a Provider:

(1) Anti-Deficiency Act, 31 U.S.C. § 1341;
(2) ISDEAA, 25 U.S.C. § 450 et seq.;
(3) Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 2671-2680;
(4) Federal Medical Care Recovery Act, 42 U.S.C. §§ 2651-2653;
(5) Federal Privacy Act of 1974 ("Privacy Act"), 5 U.S.C. § 552a, 45 C.F.R. Part 5b;
(6) Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
(7) Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. Parts 160 and 164; and
(8) IHCIA, 25 U.S.C. § 1601 et seq.

(b) An Indian tribe or a Tribal organization that is a Provider:

(1) ISDEAA, 25 U.S.C. § 450 et seq.;
(2) IHCIA, 25 U.S.C. § 1601 et seq.;
(3) FTCA, 28 U.S.C. §§ 2671-2680;
(4) Federal Medical Care Recovery Act, 42 U.S.C. §§ 2651-2653;
(5) Privacy Act, 5 U.S.C. § 552a, 45 C.F.R. Part 5b; and
(6) HIPAA, 45 C.F.R. Parts 160 and 164.

(c) An urban Indian organization that is a Provider:

MEETING CANCELLED

(1) IHCIA, 25 U.S.C. § 1601 et seq. (including without limitation pursuant to the IHCIA Section 206(e)(3), 25 U.S.C. § 1621e(e)(3), regarding recovery from tortfeasors);
(2) Privacy Act, 5 U.S.C. § 552a, 45 C.F.R. Part 5b; and
(3) HIPAA, 45 C.F.R. Parts 160 and 164.

6. Non-Taxable Entity.

To the extent the Provider is a non-taxable entity, the Provider shall not be required by a QHP issuer to collect or remit any federal, state, or local tax.

7. Insurance and Indemnification.

(a) *Indian Health Service.* The IHS is covered by the FTCA which obviates the requirement that IHS carry private malpractice insurance as the United States consents to be sued in place of federal employees for any damages to property or for personal injury or death caused by the negligence or wrongful act or omission of federal employees acting within the scope of their employment. 28 U.S.C. §§ 2671-2680. Nothing in the QHP network provider agreement shall be interpreted to authorize or obligate any IHS employee to perform any act outside the scope of his/her employment. The IHS shall not be required to acquire insurance, provide indemnification, or guarantee that the QHP will be held harmless from liability.

(b) *Indian Tribes and Tribal Organizations.* A Provider which is an Indian tribe, a tribal organization, or employee of a tribe or tribal organization shall not be required to obtain or maintain professional liability insurance to the extent such Provider is covered by the FTCA pursuant to federal law (Public Law 101-512, Title III, § 314, as amended by Public Law 103-138, Title III, § 308 (codified at 25 U.S.C. § 450f note); and 25 C.F.R. Part 900, Subpart M; 25 U.S.C. § 458aaa-15(a); and 42 C.F.R. § 137.220). Nothing in the QHP issuer network provider agreement or any addendum thereto shall be interpreted to authorize or obligate such Provider or any employee of such Provider to operate outside of the scope of employment of such employee. Such Provider shall not be required to acquire insurance, provide indemnification, or guarantee that the QHP issuer will be held harmless from liability.

(c) *Urban Indian Organizations.* To the extent a Provider that is an urban Indian organization is covered by the FTCA pursuant to Section 224(g)-(n) of the Public Health Service Act, as amended by the Federally Supported Health Centers Assistance Act, Public Law 104-73, (codified at 42 U.S.C. § 233(g)-(n)), 42 C.F.R. Part 6, such Provider shall not be required to obtain or maintain professional liability insurance. Nothing in the QHP issuer network provider agreement or any addendum thereto shall be interpreted to authorize or obligate such Provider or any employee of such Provider to operate outside of the scope of employment of such employee. Such Provider shall not be required to acquire insurance, provide indemnification, or guarantee that the QHP issuer will be held harmless from liability.

MEETING CANCELED

8. Licensure of Health Care Professionals.

(a) *Indian Health Service.* States may not regulate the activities of IHS-operated health care programs nor require that IHS health care professionals be licensed in the state where they are providing services, whether the IHS employee is working at an IHS-operated facility or has been assigned to a health care program of a tribe, tribal organization, or urban Indian organization. The parties agree that during the term of the QHP issuer's agreement, IHS health care professionals shall hold state licenses in accordance with applicable federal law, and that IHS facilities shall be accredited in accordance with federal statutes and regulations.

(b) *Indian tribes and tribal organizations.* Section 221 of the IHCIA, 25 U.S.C. § 1621t, exempts a health care professional employed by an Indian tribe or tribal organization from the licensing requirements of the state in which such tribe or organization performs services, provided the health care professional is licensed in any state. The parties agree that these federal laws apply to the QHP issuer's agreement and any addenda thereto.

(c) *Urban Indian organizations.* To the extent that any health care professional of an urban Indian provider is exempt from state regulation, such professional shall be deemed qualified to perform services under the QHP Sponsor's agreement and all addenda thereto, provided such employee is licensed to practice in any state. The parties agree that this federal law applies to the QHP issuer's agreement and any addenda thereto.

9. Licensure of Provider; Eligibility for Payments.

To the extent that the Provider is exempt from state licensing requirements, such Provider shall not be required to hold a state license to receive any payments under the QHP issuer's network provider agreement and any addendum thereto.

10. Dispute Resolution.

In the event of any dispute arising under the QHP issuer's network provider agreement or any addendum thereto, the parties agree to meet and confer in good faith to resolve any such disputes prior to resolution of any disputes through any process identified in the network provider agreement. If the Provider is an IHS provider, the laws of the United States shall apply to any problem or dispute hereunder that cannot be resolved by and between the parties in good faith. Notwithstanding any provision in the provider network agreement, IHS shall not be required to submit any disputes between the parties to binding arbitration.

11. Governing Law.

The QHP issuer's network provider agreement and all addenda thereto shall be governed and construed in accordance with federal law of the United States. In the event of a conflict between such agreement and all addenda thereto and federal law, federal law shall prevail. Nothing in the QHP issuer's network provider agreement or any addendum thereto shall subject an Indian tribe, tribal organization, or urban Indian organization to state law to any greater extent than state law is already applicable.

12. Medical Quality Assurance Requirements.

To the extent the QHP issuer imposes any medical quality assurance requirements on its network providers, any such requirements applicable to the Provider shall be subject to Section 805 of the IHCIA, 25 U.S.C. § 1675.

13. Claims Format.

The QHP issuer shall process claims from the Provider in accordance with Section 206(h) of the IHCIA, 25 U.S.C. § 1621e(h), which does not permit an issuer to deny a claim submitted by a Provider based on the format in which submitted if the format used complies with that required for submission of claims under Title XVIII of the Social Security Act or recognized under Section 1175 of such Act.

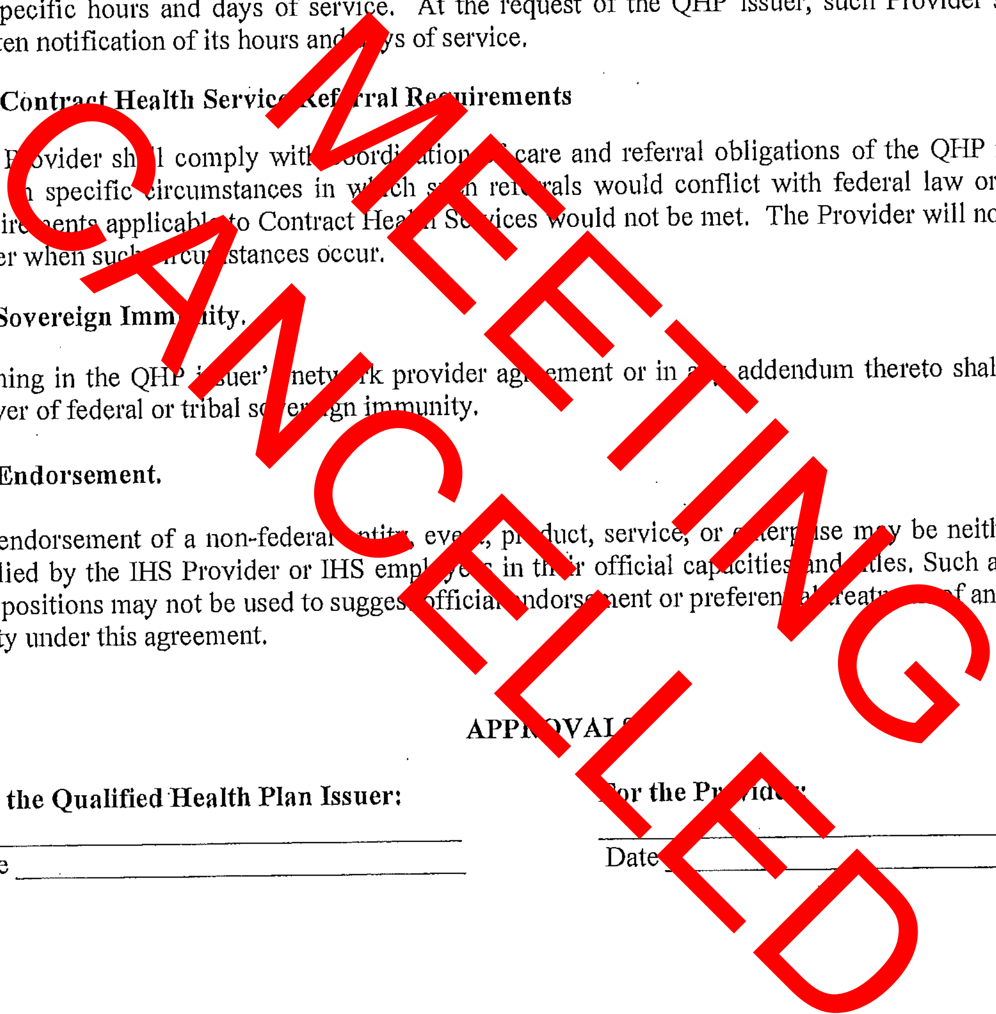
14. Payment of Claims.

MEETING CANCELED

The QHP issuer shall pay claims from the Provider in accordance with federal law, including Section 206 of the IHCIA (25 U.S.C. §1621e), and 45 C.F.R., Part 156, Subpart E. The QHP issuer shall be deemed compliant with Section 206 to the extent the QHP issuer and Provider mutually agree to the rates or amounts specified in the QHP issuer agreement as payment in full.

15. Hours and Days of Service.

The hours and days of service of the Provider shall be established by the Provider. Though not required prior to the establishment of such service hours, the QHP issuer and the Provider may negotiate and agree on specific hours and days of service. At the request of the QHP issuer, such Provider shall provide written notification of its hours and days of service.



16. Contract Health Service Referral Requirements

The Provider shall comply with coordination of care and referral obligations of the QHP issuer except only in specific circumstances in which such referrals would conflict with federal law or that referral requirements applicable to Contract Health Services would not be met. The Provider will notify the QHP issuer when such circumstances occur.

17. Sovereign Immunity.

Nothing in the QHP issuer's network provider agreement or in any addendum thereto shall constitute a waiver of federal or tribal sovereign immunity.

18. Endorsement.

An endorsement of a non-federal entity, event, product, service, or enterprise may be neither stated nor implied by the IHS Provider or IHS employees in their official capacities and titles. Such agency names and positions may not be used to suggest official endorsement or preferential treatment of any non-federal entity under this agreement.

APPROVALS

For the Qualified Health Plan Issuer:	**For the Provider:**
______________________________	______________________________
Date ______________________________	Date ______________________________

Oneida Business Committee Meeting
Agenda Request Form

Deadlines | Instructions

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required (see instructions.) Choose one:

Choose one:

Agenda header (choose one): New Business/Request

Agenda item title (see instructions):

Valley Forge Lobbying

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Approval of Lobbying efforts government to government.

3. Justification

Why BC action is required (see instructions):

For our elected official to gift calico bags to legislation while on diplomatic meetings.

4. Supporting Materials Instructions

☐ Memo of explanation with required information (see instructions)

☐ Resolution ☐ Contract ☐ Report ☒ Other (please list):

1. Excerpt Joint Minutes 1-12-15
2. Loretta Metoxen's Back up Documentation
3.
4.

☒ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Brandon Stevens, Council Member

Requestor (if different from above): Cheryl Skolaski, Enrollment Director
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

A copy of this document can be saved in a pdf format. Please e:mail this form and all supporting materials to BC_Agenda_Requests@oneidanation.org. Save and e:mail

MEETING CANCELLED

ONEIDA TRUST DEPARTMENT

COMMITTEE
Carole Liggins, Chairperson
Debra Danforth, Vice Chairperson
Elaine Skenandore-Cornelius, Secretary
Brandon Yellowbird-Stevens, Liaison
Linda S. Dallas, Member
Norbert Hill, Jr, Member
Loretta V. Metoxen, Member
Rita Reiter, Member
Lois Strong, Member

on<yote>a=ka latiwista>nunha
909 Packerland Dr, Green Bay WI 54304
P O Box 365, Oneida WI 54155
Ph: (920) 490-3935●Fax: (920) 496-7491

DEPARTMENT
Susan White, Director
Jim Bittorf, Attorney
Michelle Mays, Attorney
Jeff House, Financial Analyst
Misty Cannon, Research Asst.
Carol Silva, Administrative Assistant

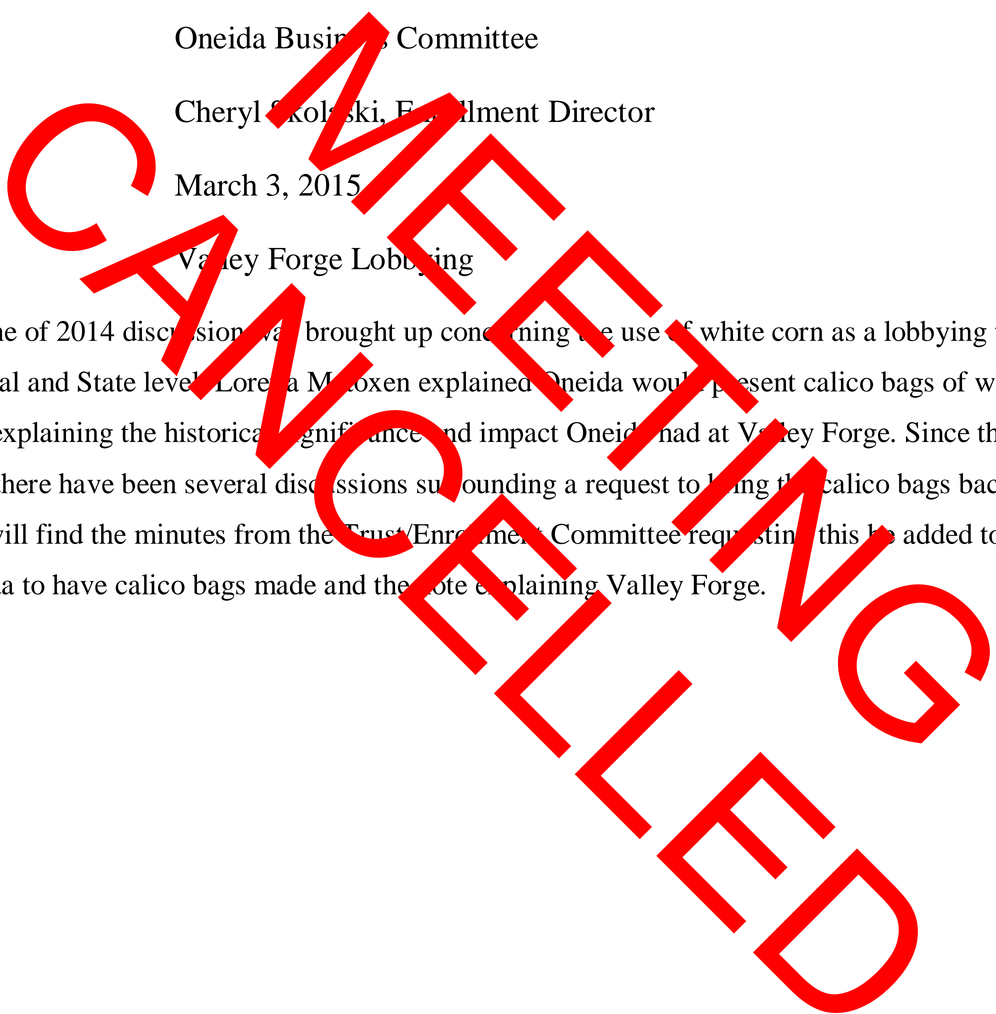
MEMORANDUM

To: Oneida Business Committee

From: Cheryl Skolaski, Enrollment Director

Date: March 3, 2015

Subject: Valley Forge Lobbying



In June of 2014 discussion was brought up concerning the use of white corn as a lobbying tool at the Federal and State level. Loretta Metoxen explained Oneida would present calico bags of white corn with a note explaining the historical significance and impact Oneida had at Valley Forge. Since that meeting in June there have been several discussions surrounding a request to bring the calico bags back. Attached you will find the minutes from the Trust/Enrollment Committee requesting this be added to the BC agenda to have calico bags made and the note explaining Valley Forge.

MEETING CANCELLED

Linda Dallas motioned to approve report. Seconded Rita Reiter. Motion carried unanimously.

Debra Danforth motioned to remove item from agenda. Seconded Elaine Skenandore-Cornelius. Oppose Linda Dallas. Motion carried.

B. Valley Forge – Discussion
6-24-2014 Reg Mtg. Discussion on lobbying with several U.S. Senator Staffers. Loretta V. Metoxen discussed when they use to present calico bags of white corn with a note concerning Valley Forge. Put Valley Forge on the 3rd quarterly Joint BC/TC meeting.
1-12-15 Status Update & Request to remove from agenda
Discussion: To increase the Annuity payment would take an Act of Congress. Loretta V. Metoxen presented information on Valley Forge. Years ago, when the Business Committee traveled to Madison and Washington D.C. to lobby, they would present the US Legislature with calico bags of corn. There was discussion on the costs to print the materials, the corn and the calico bags. Loretta V. Metoxen to present information to the Business Committee.

Linda Dallas motioned to place item on next Business Committee agenda. Seconded Loretta V. Metoxen. Motion carried unanimously.

C. Memorandum of Agreement between Trust and Business Committees
1-12-15 Status Update & Request to remove from agenda
Linda Dallas motioned to approve MOA and put on Business Committee agenda. Seconded Norbert Hill Jr. Treasurer discussed Page 4 & 6, 9 A. request if Trust Committee would consider increasing the amount of contribution over time, to fund the budget 100%. Enrollments stated they do 75% of Tribal work.

Linda Dallas withdraws her motion. Norbert Hill Jr withdraws his second. Request a formal request from the Business Committee. Debra Danforth motioned to approve MOA and section 9A remains the same. Seconded by Rita Reiter. Opposed Linda Dallas. Motion carried.

IV. Trust Fund Performance – Jeffrey S. House – Needs Approval
Discussion on the changes of Minor's Trust Fund payment process. Linda Dallas motioned to approve report. Seconded Elaine Skenandore-Cornelius. Motion carried unanimously.

V. Recent Events/Highlights
A. Sustain Oneida Initiative – Susan White & Cheryl Skolaski – Needs Approval
6-24-14 Discussion on material for the Sustain Oneida anthology. Brandon would like language, culture, history in our surrounding schools as to "What it is to be Oneida." Loretta V. Metoxen stated we need a definition of what it means to Sustain Oneida. 9-30-14 Jennifer Hill-Kelley provided the Status Update. Discussion: Contract to be discussed with HRD Manager.
1-12-15 Status Update
Discussion: Will be putting flyers on the chairs at the GTC meetings to make the members aware of the project. Lisa Summers discussed petition with Michelle Danforth.
Debra Danforth motioned to accept status update. Seconded Loretta V. Metoxen. Abstain Linda Dallas. Motion carried.

Carol Silva

From: Loretta Metoxen
Sent: Wednesday, February 04, 2015 2:07 PM
To: Carol Silva
Subject: FW: Message from "RNP002673743006"
Attachments: 20150202153318007.pdf

Okay, Carol,
Here are the references that I thought I sent you regarding the Revolutionary War.

-----Original Message-----
From: Scan_Culture
Sent: Monday, February 02, 2015 2:3[illegible] PM
To: Loretta Metoxen
Subject: Message from "RNP002673743006"

This E-mail was sent from "RNP002673743006" ([illegible]ficio MP C25[illegible])

Scan Date: 02.02.2015 15:33:[illegible]7 (-0[illegible])
Queries to: Scan_Culture@o[illegible]eid[illegible]nat[illegible]n.or[illegible]

MEETING CANCELLED

Carol Silva

From:	Loretta Metoxen
Sent:	Thursday, February 05, 2015 9:51 AM
To:	Carol Silva
Subject:	FW: Cost to make calico bags of corn

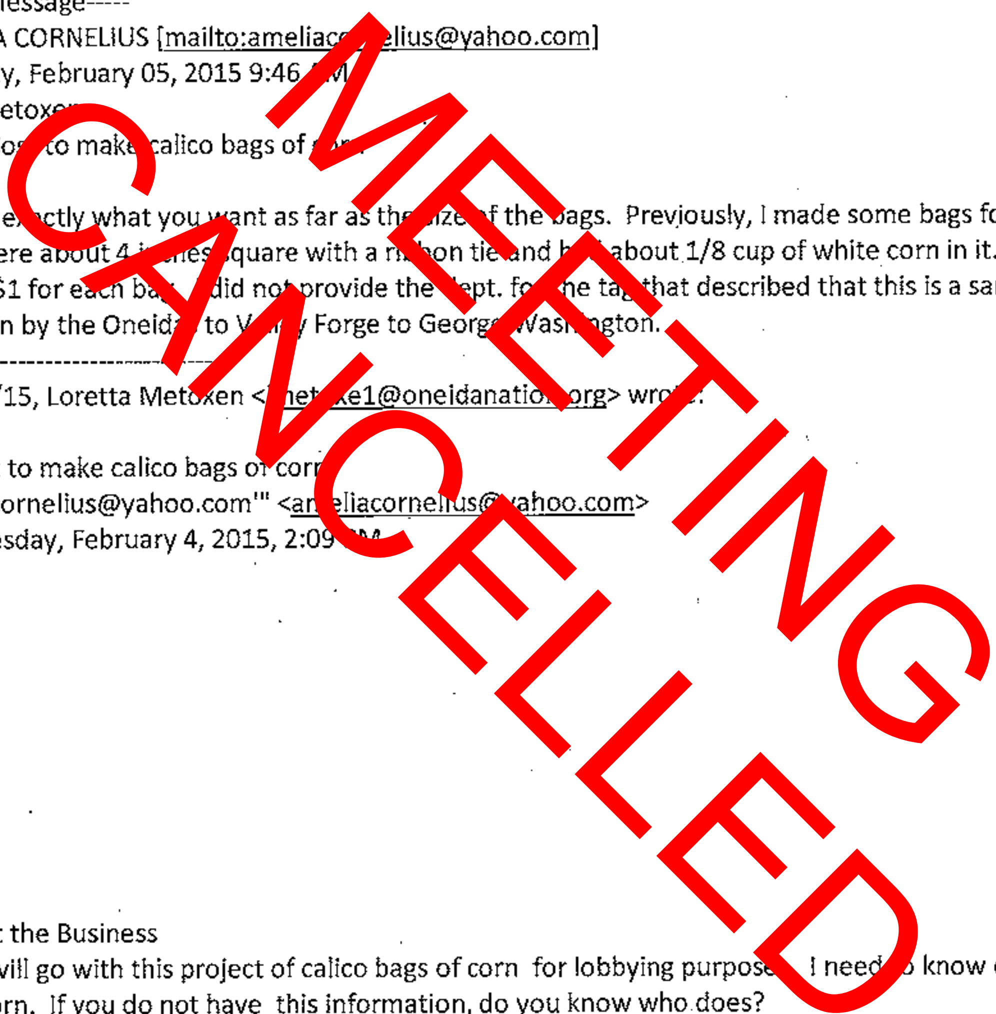
Carol,
Amelia could mean "charge" where she said "provide".

-----Original Message-----
From: AMELIA CORNELIUS [mailto:ameliacornelius@yahoo.com]
Sent: Thursday, February 05, 2015 9:46 AM
To: Loretta Metoxen
Subject: Re: Cost to make calico bags of corn

I am not sure exactly what you want as far as the size of the bags. Previously, I made some bags for Public Relations Dept.. that were about 4 inches square with a ribbon tie and had about 1/8 cup of white corn in it. I believed I charged the PR dept. $1 for each bag. I did not provide the Dept. for the tag that described that this is a sample of the same corn that was taken by the Oneida to Valley Forge to George Washington.

On Wed, 2/4/15, Loretta Metoxen <lmetoxe1@oneidanation.org> wrote:

Subject: Cost to make calico bags of corn
To: "'ameliacornelius@yahoo.com'" <ameliacornelius@yahoo.com>
Date: Wednesday, February 4, 2015, 2:09 PM



Amelia,
It seems that the Business
Committee will go with this project of calico bags of corn for lobbying purposes. I need to know cost of materials and cost of the corn. If you do not have this information, do you know who does?

Oneida Indian Nation

Print this article

Oneidas Brought Corn to Washington's Starving Troops at Valley Forge

Originally printed at http://www.oneidaindiannation.com/pressroom/morenews/36439904.html

December 19, 2008

MEETING CANCELLED

Two hundred thirty-one years ago this month colonial troops arrived at Valley Forge

During the American Revolutionary War, General George Washington moved his troops to Valley Forge in Pennsylvania on Dec. 19, 1777. That winter was harsh and history reports that about 2,[illegible]00 soldiers died. As allies of the colonists during the war, the Oneida Indian Nation carried their corn from their homelands several hundred miles to help alleviate the hunger of Washington's starving troops during the winter of 1777-78. Oneida oral history reports that an Oneida woman, Polly Cooper, stayed behind after the corn was delivered to help the troops prepare the white corn which was different than the yellow corn the colonists were familiar with. Prior to bringing the corn to Valley Forge, the Oneidas fought at the Battles of Oriskany and Saratoga on the side of the colonists.

[illegible] quotes found on 1:239.

57 A scheme is, indeed: My interpretation follows that of Fleming, *Washington's Secret War*, 166–73, 192–96.

57 "your Ardent Desire": Horatio Gates to Lafayette, January 24, 1778, *LAAR*, 1:249.

58 "As I neither know": Washington to the Board of War, as quoted in *LAAR*, 1:250.

58 Writing to Laurens: Lafayette to Laurens, January 26, 1778, *LAAR*, 1:253–56.

58 a letter of January 31: Lafayette to [the President of Congress], January 31, 1778, *LAAR*, 1:267–71.

58 a resolution of Congress: *LAAR*, 1:273.

58 "see if some harm can be done": Lafayette to Adrienne, February [illegible] 1778, *LAAR*, 1:462–63.

59 "blunders of madness or treachery": Lafayette to Washington, February [illegible] 1778, *LAAR*, 1:299.

59 "from a precipice": Lafayette to Laurens, February 19, 1778, *LAAR*, 1:296.

59 "Why am I so far from you": Lafayette to Washington, February 19, 1778, *LAAR*, 1:299.

60 "However sensibly your ardour": Washington to Lafayette, March [illegible], 1778, *LAAR*, 1:342–43.

60 "When a man does all he can": *George Washington's Rules of Civility and Decent Behaviour in Company and Conversation*, ed. Charles Moore (Boston: Houghton Mifflin, 1926), 11.

CHAPTER 6: ALLIANCES

61 "with infinite pleasure": George Washington to Henry Laurens, May [illegible] 1778, *PGWRW*, 15:5.

61 "in a transport of joy": David Ramsay, *The History of the American Revolution* (1789; repr., Trenton: James J. Wilson, 1811), 2:93.

61 "I am myself fit to receive": Lafayette to the president of Congress, May 1, 1778, *LAAR*, 2:40.

61 "that in serving the cause of humanity": Lafayette to Adrienne, June 16, 1778, *LAAR*, 2:401.

62 Baron Friedrich Wilhelm von Steuben: See Paul Lockhart, *The Drillmaster of Valley Forge: The Baron de Steuben and the Making of the American Army* (New York: HarperCollins, 2008), 114–15.

62 "must have more than the common quantity": *PGWRW*, 15:41, note 6.

62 "in order that due honour": Letter from George Bryan, vice president of the executive council of Pennsylvania, in Lancaster, Pennsylvania, to Washington, May 23, 1778. "As it is apprehended here, that the Marquis-de-la Fayette has been nominated by the Most Christian King Ambassador to the United States of America, and that he may be expected shortly to pass through this borough in his way to Congress, it would highly oblige the his Lordships Journey could be given by one of the Gentlemen of your Excellencys family, in order that due honour might be done to so respectable a personage by this state, as far as present circumstances may admit." *PGWRW*, 15:195.

62 "refused to listen": Laurens to Washington, July 31, 1778, *PGWRW*, 16:210.

63 "if my compatriots make war": Lafayette to Lazare-Jean Théveneau de Francy, May 14, 1778, *LAAR*, 2:398.

63 forty-seven Oneida warriors: Joseph T. Glatthaar and James Kirby Martin, *Forgotten Allies: The Oneida Indians and the American Revolution* (New York: Hill and Wang, 2006), 205.

63 "Young warriors often need advice": "Address to Oneida Warriors," *Connecticut Journal* 556 (June 10, 1778): 2.

64 "be all of one mind": On Anne-Louis de Tousard (1749–1817), who would go on to lose an arm fighting under General Sullivan at Newport in 1778, see Michael A. Burke, "Tousard, Anne-Louis," in *American National Biography: Supplement 2*, ed. Mark Christopher Carnes (New York: Oxford University Press, 2005), 553–54.

64 "The detachment under your command": Washington to Lafayette, May [illegible], 1778, *LAAR*, 2:54.

65 nine dead: The number of casualties is given by Washington in Washington to Laurens, May 24, 1778, *PGWRW*, 15:210.

65 "a timely and handsome retreat": "York-Town, May 30," *Pennsylvania Packet; or, The General Advertiser* (June 3, 1778): 2.

65 "The commander of the enemy's party": Ibid.

66 "French mercenaries": see, for example, "American News," *Morning Chronicle and London Advertiser* 2864 (July 25, 1778): 2. The British soldier's account appeared in multiple papers, including "Extract of a Letter from Philadelphia, May 25," *General Evening Post* (London), no. 6948 (July 7–9, 1778): 1; *Public Advertiser* (London), no. 13200 (July 8, 1778): 2.

67 "set up the war whoop": "York-Town, May 30," *Pennsylvania Packet; or, The General Advertiser* (June 3, 1778): 2.

67 the diary of Joseph Plumb Martin: James Kirby Martin, ed., *Ordinary Courage: The Revolutionary War Adventures of Joseph Plumb Martin*, 3rd ed. (Malden, MA: Blackwell, 2008), 71–72. I was directed to this source by Glatthaar and Martin, 208–16, which gives a full account of the role of the Oneidas at Barren Hill.

67 "six Indian scouts": Glatthaar and Martin, *Forgotten Allies*, photo opp. 179.

68 Lee and Washington: The hostilities between Lee and Washington have received considerable attention. My understanding of the events is particularly indebted to Fleming, *Washington's Secret War*, and Charles Lee, *The Lee Papers*, 4 vols. (New York: New-York Historical Society, 1872–75).

68 "when my honest quadruped friends": *Lee Papers*, 4:322.

68 "indecision": Lee to the president of the Massachusetts Council, *Lee Papers*, 2:303.

MEETING CANCELLED

Notes from The Marquis: Lafayette Reconsidered
Laura Auricchio

MEETING CANCELLED

The Revolutionary War

Oneidas' Legacy to Freedom

Story Created: Aug 6, 2008 at 2:26 PM EST
(Story Updated: Nov 5, 2014 at 1:30 PM EST)

The Oneidas played a significant role in the Revolutionary War. Having fought valiently at Oriskany and Saratoga, the Oneida Nation be[illegible] known as the First Allies.

Here's a s[illegible] of what Revolutionary War veterans [illegible]ced:

TOOLS

0 COM[illegible]NTS
Like [illegible]
DIGG
EMAIL THIS ARTICLE
PRIN[illegible] THIS ARTICLE

RELATED CONTENT

- War Comes to Oneida County
- First Allies, Continued Friendship

Chief Shenandoah prevented a massacre of se[illegible]s in *German Flats*, encouraged the Oneida[illegible] to fight on the side of the Americans during the War of Independence. He was given the name of the [illegible]hite m[illegible]'s friend" by his fellow Indians.

Shenendoah signed [illegible] treaties with the federal government. The first treaty, the Veteran's Treaty, recognized the Oneidas' sacrifices and their help during the Revolutionary War. The second was the 1794 Canandaigua Treaty which recognized Oneida sovereignty, land rights and tax freedoms.

Annuity (treaty) cloth continues to be sent to the O[illegible]ation as stipulated by the 1794 Treaty of Canandaigua, the oldest valid treaty in the United States. In a[illegible]ce with its terms, the United States deliver bolts of cloth - known as treaty cloth or annuity cloth -- to the Oneida Nation and its fellow members of the Haudenosaunee Confederacy.

Although the disbursement has changed and the yardage diminished since the 18th century, the symbolism of the cloth remains steadfast – the treaty is a living document, 18 years younger than the U.S. Constitution, but equally as valid and ageless.

At Oriskany

Reporting on the Aug. 6, 1777 Battle of Oriskany – where at least 60 Oneidas fought with the colonists -- the newspaper Pennsylvania Journal & Weekly Advertiser of Sept 3, 177[illegible] described Oneida Han Yerry and his family as...

> "... a friendly Indian, with his wife and son, who distinguished themselves remarkably on that occasion. The Indian killed nine of the enemy, when, having received a ball through his wrist that disabled him from using his gun, fought with his tomahawk. His son killed two and his wife, on horseback, fought by his side with pistols during the whole action."

Han Yerry's wife, Tyonajanegén aided her husband on the field of battle by loading his gun for him. For six hours, the duration of the fight, she fought side by side with her husband.

Tyonajanegen then went forth and notified the other colonists of the great bloodshed that had ensued from the British ambush of the colonists at Oriskany.

At Saratoga

"In the 1777 campaign, the Oneidas were instrumental," said Larry Arnold, chairman of the Friends of Saratoga Battlefield. "They were the first sovereign nation to recognize the country of the United States. People don't realize the staggering losses the Oneidas sustained during the Revolutionary War."

At Valley Forge

Search

LATEST NEWS

Turning Stone® RESORT | CASINO

Turning Stone Resort Hosts Pep Rally to Kick-Off AHL All-Star Weekend in Central New York
Press Conference: Friday, January 23 at 11:30 a.m. to officially kick-off the AHL All-Star Weekend celebration, welcoming hockey fans and guests to Central New York.

Change the Mascot!

Change the Mascot Campaign Applauds the Fritz Pollard Alliance for Issuing Clarion Call to the NFL and Washington's Team to Change the Racist R-Word Name
[illegible] Change the Mascot Campaign today applauded the [illegible]itz Pollard Alliance for taking an historic and definitive [illegible]stance in opposition to the R-word name of Washington's NFL team. On the national holiday...

Change the Mascot!

Phone Campaign by Washington Football Team Fans Urges Fellow Supporters to Call NFL and Back a Name Change for D.C.'s NFL Team
Lifelong supporters of the Washington NFL team are now literally calling upon fellow fans to join them in

Polly Cooper was an Oneida woman who according to Oneida oral tradition, walked several hundred miles from her home in Central New York to Valley Forge in the cruel winter of 1777 -78 to help feed Gen. George Washington's starving troops.

Polly Cooper, along with several Oneidas, carried hundreds of bushels of corn to feed the troops. The corn they brought was white corn and different from the yellow version that is prepared simply. By contrast, the white corn requires extended preparation before it can be eaten. The soldiers, however, were desperate for food when Polly Cooper and her fellow Oneidas arrived, and they tried to eat the corn uncooked. The Oneidas stopped the soldiers, knowing that if they ate the raw corn it would swell in their stomachs and kill them.

Polly Cooper taught the soldiers how to cook the white corn, taking them through the preparation process and the lengthy cooking time. She stayed on after the other Oneidas departed for their homeland and continued to help the troops.

After the war, the Colonial Army tried to pay Polly Cooper for her valiant service, but she refused any recompense, stating that it was her duty to help her friends in their time of need. However, she did accept a token of appreciation offered by Martha Washington -- a shawl and bonnet. The shawl has been handed down by successive descendants of [illegible]olly Cooper.

The United States Congress in 1777 recogni[illegible] Oneida contribution to the Revolutionary War stating:

> "W[illegible]ave expe[illegible]nced your love, stro[illegible] oa[illegible] and y[illegible] fidelity, unchangeable as t[illegible]. You have [illegible]t fast hold of the an[illegible]ent co[illegible]ant-c[illegible]n, a[illegible] preserved it free from r[illegible]t and decay, and bright as silver. Like bra[illegible]men, [illegible]lory yo[illegible]espised danger; you st[illegible]d forth, in the cause of your friends, and ventu[illegible] yo[illegible] lives in our battles. While the sun [illegible]n conti[illegible]ve light to the world, [illegible] shall lo[illegible] and res[illegible]t you. As our trusty friends, [illegible]all pr[illegible]ect you; and shall at all [illegible]es consider yo[illegible] we[illegible] as our own."

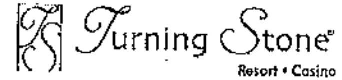
See also: The American Rev[illegible]ution [illegible]

Previous Article
Civil War Veterans

Next Artic[illegible]
Veterans Tr[illegible]

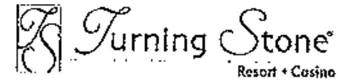
MOST POPULAR

advocating for a new name and mascot that doesn't demean and disparage Native Americans with the...



Turning Stone Resort Casino Welcomes Ron Ross as New Executive Chef

The Oneida Nation's Turning Stone Resort Casino today announced the appointment of Ron Ross as Executive Chef. In his new position, Ross will oversee and direct the food and beverage operations at the...



Two Turning Stone Resort Golf Courses [illegible]ighlighted Among America's 100 [illegible]reatest Public Courses by Golf Digest

[illegible]or the third consecutive time, Turning Stone Resort Casino'[illegible]orld-class golf courses Atunyote and Kalu[illegible] were each honored on Golf Digest's p[illegible]igious A[illegible]'s 100 Greatest Public Courses [illegible] for 2[illegible]-2016. F[illegible]uring pro-level play, pictu[illegible]que settings a[illegible] a long list of awards and acc[illegible]des, Turning St[illegible]'s golf courses have disti[illegible]ished th[illegible]selves as some of the best in the nation [illegible] in the [illegible]d.

Turning Stone
RESORT | CASINO
ESPN
FRIDAY NIGHT FIGHTS
[illegible]ANNER PROMOTIONS

Petr Petrov to defend NABA & NABO Lightweight titles against Hank Lundy on Friday, January 16 at Turning Stone Resort Casino on ESPN's Friday Night Fights

On Friday night, January 16, a mouthwatering title fight has been added as the second co-main event of a championship night of boxing at the Turning Stone Resort Casino and live on ESPN's Friday Night...

WEATHER

Local Pollen Reports

MEETING CANCELLED

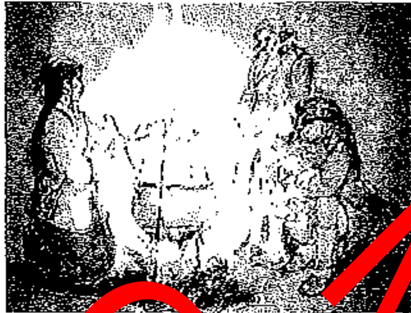
Polly Cooper shawl

MEETING CANCELLED

Gen'ls George Washington & M. LaFayette at Valley Forge 1777-78

MEETING CANCELLED

MEETING CANCELLED



Oneidas Brought Corn to Washington's Starving Troops at Valley Forge

Story Created: Dec 19, 2008 at 10:14 AM EST
(Story Updated: May 24, 2011 at 1:33 PM EST)

Two [illegible]d thirty-one years ago this month [illegible] troops arrived at Valley Forge

D[illegible]ng the [illegible] Revolutionary War, [illegible]eneral [illegible]orge Wa[illegible]ngton moved his troops to V[illegible]y Fo[illegible] in Pennsylvania on Dec. 19, 17[illegible]. That win[illegible] was har[illegible] and history reports that a[illegible]t 2,500 soldie[illegible]s allies of the colonists [illegible]ring the [illegible] the On[illegible]a Indian Nation carried th[illegible] corn [illegible]om their homelands several hundred miles to he[illegible] allevia[illegible] unger of Washington's s[illegible]ving troop[illegible] during th[illegible] winter of 1777-78. Oneida oral his[illegible]y re[illegible]s th[illegible] an One[illegible]a woman, Polly C[illegible]er, stayed behind a[illegible] the corn was delivered to help the t[illegible]ps pre[illegible]re th[illegible] white corn which was di[illegible]ent than the yel[illegible] the colonists were familiar with. Prior to [illegible]ng[illegible] the corn to Valley Forge, the Oneidas fou[illegible] at the Battles of Oriskany and Saratoga on the [illegible] of the [illegible]

TOOLS

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COLONIAL AMERICAN DIGRESSIONS

Glimpses of 17th and 18th Century colonial American life.

MEETING CANCELLED

Saturday, January 7, 2012

LESSER KNOWN [illegible]GHTE[illegible]S OF LIBERTY, [illegible]AR[illegible] SEVEN

Dear Reade[illegible]
If you would like to start with Part One, go he[illegible]

http://www.[illegible]webl[illegible]owler.com/2011/11/lesse[illegible]nown-daughte[illegible]-of-li[illegible]ty.html

Polly Cooper's Shawl
Courtesy of Native Heritage Project

Dear Reader,
This series of entries is about some lesser known Daughters of Liberty. It is u[illegible]kely that you have heard about most of them. They were common women who stood up [illegible] something they believed in. They made sacrifices so that other people could share and enjoy their belief.

Polly Cooper
At Valley Forge Pennsylvania during the winter of 1777-78, the Continental Army was desperate for food. In a letter to George Clinton (Governor of New York during the Revolutionary War and later Vice-President under both Thomas Jefferson and James Madison), General George Washington wrote of the 'dreadful situation of the army for want of provisions.' Word of this near-famine reached the Oneida Nation in central New York. (The Oneidas were allies who had fought alongside the American soldiers in earlier battles against the Royal Army.) Chief Oskanondohna persuaded tribal members to carry six hundred bushels of white corn (maize) to Valley Forge, which was two hundred fifty miles away.

Among the many people who carried bags of corn to the camp in southeast Pennsylvania was Polly Cooper. Legend has Polly being the person who stopped the Americans from eating raw corn (which would have swollen in the eater's stomach and caused pain, even death). She showed them how to crush the kernels and cook them in

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MEETING CANCELLED

soup (a traditional Iroquois meal). Polly stayed on after the corn was delivered and tended to sick men. When offered payment of money for her services, Polly declined it. However, she showed fondness for a black shawl offered for sale in a nearby village. Money was raised to purchase the shawl and it was given her.

'Rachel Silverthorn's Ride'
(Mural painted by [illegible] W Beauchamp, 1938)
Courtesy of [illegible]omenhistoryblog

Rachel Silverthorn

During the Revolutionary War, there were battles between American settlers and the people in Lycoming County Pennsylvania [illegible] valley along the West Branch of the Susquehanna River). Mainly, the sachem allied [illegible] people with the English, so they were enemies..

[illegible] outrages were committed by both sides in these fights. Three separate incidents [illegible]ned [illegible] 10 June 1778, including the 'Plum [illegible]ee Massacre.' The Pennsylvania colonial government couldn't send soldiers to p[illegible] the area, [illegible]ing the Quaker stand on non-violence [illegible] what few militiamen Pennsylvania [illegible] already having been sent to the Continental Army.

After hearing of the 'Wyoming Valley Massacre,' 3 July 17[illegible] and also that wa[illegible] and Royal Army soldiers were marching toward them, the settlers in Lycoming County decided they needed to evacuate the valley. [illegible]end has it that Robert C[illegible]enhoven rode the ridge of Bald Eagle Mountain to warn the people in the western part of the valley. Rachel Silverthorn volunteered to take a horse along Muncy Creek and the Wyalusing Path (that connected two branches of the Susquehanna River) to warn the people there. Everyone got out alive, though all of the [illegible] were burned (including Rachel's family home).

Elizabeth Hutchinson Jackson Memorial
Courtesy of findagrave.com

Elizabeth and Andrew Jackson emigrated from Ireland to North Carolina in the English North American colonies in 1765, along with their two sons, Hugh and Robert. Andrew died in an accident not quite two years later. Their third son was born three weeks later and was named Andrew in honor of his father.

Elizabeth's oldest son joined the local militia unit commanded by Colonel William Davie. Hugh died of heat and exhaustion at the Battle of Stono Ferry, South Carolina, May 1780. Robert and Andrew, Jr. became messengers for Col. Davie and were captured at the Battle of Waxhaw, 29 May. Elizabeth learned of their being held prisoner and went to Camden to get their release. By then, both boys had contracted smallpox. Robert died only a few days after the three of them reached the house of Elizabeth's sister in Waxhaw. Elizabeth nursed her only surviving son back to health. After he recovered, she learned of an outbreak of cholera among American soldiers aboard a prison ship in Charles Town harbor. Traveling two hundred miles to the seaport,

LAST WILLS AND TESTAMENTS: OPENING PARAGRAPHS
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DAUGHTERS OF LIBERTY CHORES: SOAP-MAKING
SONS OF LIBERTY OCCUPATION: CANDLE-MAKER (CHANDLE...
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COLONIAL CLOTHES, PART THREE
COLONIAL CLOTHING, PART TWO
AMERICAN COLONIAL CLOTHING
1741 STILL MORE AMERICANA
1741 MORE AMERICANA
▶ 2011 (80)

About Me

David Webb Fowler
San Bernardino, CA, United States

David Fowler stumbled across an odd fact: Benedict Arnold was a Son of Liberty, but George Washington was not. This led to his writing a history: Sons of Liberty-- Tools of Destruction. David can be contacted at 2edllordavid@gmail.com. Entries from this website are now available in book form.

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 3 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

ONSS Contract Personnel Salaries and Benefits SOP

Action requested (choose one):

☒ Information only

☐ Action - please describe:

Motion to accept the ONSS Contract Personnel Salaries and Benefits SOP as an FYI.

3. Justification

Why BC action is required (see instructions):

Request for BC to review ONSS Contract Personnel Salaries and Benefits SOP.

4. Supporting Materials Instructions

☒ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature is required)

☒ Other - please list (**Note:** multi-media presentations are due to Tribal Clerk 2 days prior to meeting)

1. Memo
2. SOP Contract Personnel Salaries and Benefits
3. School Board Minutes 2/6/15
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Fawn Billie, Council Member

Requestor (if different from above): Debbie Danforth, School Board Chair
Name, Title / Dept. or Tribal Member

Additional signature (as needed): ____________________
Name, Title / Dept.

Additional signature (as needed): ____________________
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

From: Fawn J. Billie
Sent: Friday, March 06, 2015 6:16 AM
To: BC_Agenda_Requests
Cc: Lisa M. Summers; Lisa A. Liggins; Fawn L. Cottrell
Subject: Fwd: BC agenda item re: school board
Attachments: 14 05 02 Memo to ONSS School Board re HR EE Contract Issue.pdf

Importance: High

MEETING CANCELLED

Sent from Samsung Mobile.

-------- Original message --------
From: "Debra J. Danforth"
Date:03/05/2015 5:13 PM (GMT-06:00)
To: "Fawn J. Billie"
Cc: "Cathy L. Bachhuber" ,"Sharon A. Mousseau" ,"J. Joanne [illegible]rmon Curry PhD (JC[illegible]y@[illegible]dnlaw.com)" ,"Apache B. Danforth" ,"Rhiannon R. Metoxen" ,dell[illegible]a co[illegible]li[illegible] ,"Sylvia S. Cornelius" ,"Priscilla E. Des[illegible]rt"
Subject: RE: BC agenda item

The School Board took the official action to approve the SOP based upon the Board's authority to deviate from HR policy when the members of the Board concluded that such deviation was required to be consistent with "sound educational administration." The Board's long-standing authority is delegated to it by the General Tribal Council (GTC). The GTC Resolution # 1-29-77-A created the School Board to "coordinate existing and future programs of the Tribe," including activities related to short-term and long-term planning, and to *coordinate its activities with the Business Committee.* By GTC Resolution #7-9-83-A, on January 8, 1983, the GTC directed that

> An agreement be reached between the Oneida Business Committee and the Oneida Tribal School Board regarding the *autonomous administration* of the Oneida Tribal School which would provide for full involvement of the Oneida Tribal School Board in all personnel matters related to all personnel employed in the operation of the Oneida Tribal School.

Pursuant to this authority, the School Board entered into a Memorandum of Agreement (MOA) with the Oneida Business Committee. The GTC adopted and approved a resolution on March 21, 1988, which approved the MOA. The MOA specifically provides that decisions related to the school personnel are to be

Based on sound educational administration recognizing the contractual and school year provisions for teaching personnel.

The Memorandum of Agreement (MOA) also addresses certain issues in the personnel and contract management of the ONSS. The MOA provides, in part, the following:

All contracts...related to the operation or planning of the Oneida Tribal School shall be first reviewed and endorsed by the BOARD. Such review and endorsement shall be presented in writing to the COMMITTEE at time consistent with existing Oneida Tribal Policies and Procedures. *The recommendations of the BOARD shall be followed by the COMMITTEE, unless good cause to the contrary is shown.... (JD Joanne Harmon Curry, Fredericks Peebles & Morgan LLP May 2, 2014)*

Therefore, based upon the legal advice from the School Board attorney as well as the historical difficulties the ONSS has had over the past year in retaining qualified teaching personnel
and based upon the number of still vacant positions within the ONSS, the SOP was created through the assistance of the School Board's attorney JD Joanne Harmon Curry as well as previous legal opinion of the Board's authority.

At our February 2, 2015 school board meeting, HR was invited to our school board meeting as the Contract discussion was to take place to be in compliance with our contractual obligations for the 2014-2015 contracts. Based upon the 2014-2015 contracts, the ONSS is contractually obligated to notify the contracted personnel no later than March 15, 2015 of our intent to offer a 2015-2016 contract. HR was offered a copy of the contract, looked at the contract and made no further recommendations and left before the contract discussion and SOP took place. Therefore, based upon the Board's authority as noted above, the School Board took official action based upon *sound educational administration* to approve the SOP and the 2015-2016 contracts and are forwarding to the Business Committee for acceptance as information only. All 2015-2016 contracts have been reviewed by the School Board attorney and are in process to be sent out to personnel to meet our compliance date of 03-15-2015. This is based upon previous BC action in which the Business Committee approved the wage proposal effective October 1, 2015 to be in effect for the 2015-2016 contracts. I hope this helps to address the Business Committee's concerns regarding the School Board's BC item specific to the Contract SOP.

Debbie Danforth
Oneida Nation School Board Chair

From: Fawn J. Billie
Sent: Thursday, March 05, 2015 4:07 PM
To: Debra J. Danforth
Cc: Cathy L. Bachhuber; Sharon A. Mousseau
Subject: BC agenda item

OK, received more feedback this afternoon and rest of team is requesting a response by tomorrow Friday Mar 6 at 9am. Being more specific, at the BC Agenda Review we need a follow-up on agenda item XII. E. Oneida Nation School Board's SOP Contract Personnel Salaries & Benefits.

The question: Why is there no signature box for HRD since the SOP is related to Personnel? Why SOP did not go to HRD?

Sorry in for the inconvenience. Thank you again!

Fawn Billie, Councilwoman
Oneida Business Committee
Oneida Tribe of Indians of WI
Office: (920) 869-4432
fbillie@oneidanation.org
https://oneida-nsn.gov/

MEETING CANCELLED

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ATTORNEYS AT LAW

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E-Mail: jcurry@ndnlaw.com
www.ndnlaw.com
*Licensed in the State of Wisconsin

MEETING CANCELLED

MEMORANDUM

CONFIDENTIAL AND ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS

TO: Oneida Nation School Board

FROM: Joanne Harmon Curry

DATE: May 2, 2014

RE: ONSS 2014-15 Employee Contracts and Indirect Compensation Issue

XC: Sharon Mousseau, Superintendent, Oneida Nation School System

---

This Memorandum is prepared as a response to the concerns raised by Geraldine R. Danforth, Tribal Human Resources Director, in recent communications regarding the Oneida Nation School System (ONSS) 2014-2015 Employee Contracts and the "Indirect Compensation" provision. In particular, Ms. Danforth has expressed the position that the contracts issued by the Oneida Nation School Board (Board) for the ONSS employees must be in compliance with two policies of the Tribal Human Resource Department (HR) related to (1) the maximum hours of personal leave that are allowed to accumulate and carry over from one contract year to the next contract year, and (2) the "trade-back for cash" provision.

In an e-mail dated February 4, 2014, regarding the total accumulated hours of personal leave by five (5) ONSS contracted employees, Ms. Danforth stated that three (3) employees "still remain to be over the max" at the end of January. Ms. Danforth asserted that the three employees are currently over the maximum number of hours of personal leave that an employee is allowed to accumulate and carry over from one year to the next under Tribal employment policy. Ms. Danforth also asserted that the School Board should change its contract language regarding the carry-over of personal leave time to "no payout of unused time, with a use or lose." Nevertheless, Ms. Danforth's e-mail message also stated that current Tribal policy allows for the accumulation of a maximum of 280 hours that may be accumulated under HR policy.

MEETING CANCELLED

This Memorandum focuses on the authority of the elected officials of the Board to deviate from HR policy when the members of the Board conclude that such deviation is required when consistent with "sound educational administration." The Board's long-standing authority is delegated to it by the General Tribal Council (GTC). The GTC Resolution #1-29-77-A created the School Board to "coordinate existing and future programs of the Tribe," including activities related to short-term and long-term planning, and to *coordinate its activities with the Business Committee*. By GTC Resolution #7-9-83-A, on January 8, 1983, the GTC directed that

> an agreement be reached between the Oneida Business Committee and the Oneida Tribal School Board regarding the *autonomous administration* of the Oneida Tribal School which would provide for full involvement of the Oneida Tribal School Board in all personnel matters related to all personnel employed in the operation of the Oneida Tribal School. [Emphasis supplied.]

Pursuant to this authority, the School Board entered into a Memorandum of Agreement (MOA) with the Business Committee. The GTC adopted and approved a resolution on March 21, 1988, which approved the MOA. The MOA specifically provides that decisions related to school personnel are to be

> based on sound educational administration recognizing the contractual and school year provisions for teaching personnel.

The Memorandum of Agreement (MOA) also addresses certain issues in the personnel and contract management of the ONSS. The MOA provides, in part, the following:

> All contracts . . . related to the operation or planning of the Oneida Tribal School shall be first reviewed and endorsed by the BOARD. Such review and endorsement shall be presented in writing to the COMMITTEE at times consistent with existing Oneida Tribal Policies and Procedures. *The recommendations of the BOARD shall be followed by the COMMITTEE, unless good cause to the contrary is shown* . . . . [Emphasis supplied.]

The MOA and its resulting authority that the GTC delegated to the elected officials of the Board is unique within the Tribal structure.

The above provision of the MOA remains in force and has been relied on by the Board and the Business Committee for the establishment of the ONSS Employee Contracts for many years now. After the Board reviews its current-year personnel contracts, it determines what, if any, revisions are needed in the contracts and then endorses a final contract to be offered to the Employees by Board action. The terms and conditions of the annual ONSS Employee Contracts are determined by the Board, with input from the ONSS Administration, based, in part, on the terms and conditions of public school contracts in the region, as well as other, comparable tribally-operated schools, in order for the ONSS to remain competitive in the market for highly trained, certified, and licensed school personnel. The ONSS must employ teaching personnel who hold degrees and licenses comparable to that required by the State of Wisconsin, Department of Public Instruction because the ONSS receives federal funds that support its teaching mission and must comply with certain minimum federal requirements. This requirement contributes to the unique position of the elected members of the

Board to act independently with regard to ONSS employees because the Board has unique considerations for selecting the ONSS employees that are grounded in the "sound educational administration" of the School System. These requirements set the ONSS and the Board apart from other tribal departments and the typical considerations applied by HR when recruiting and hiring other tribal employees. The independence of the Board articulated in the MOA is consistent with federal law governing Tribally-Controlled Grant Schools, such as the ONSS, where federal funding is provided and decisions regarding the schools are to be made at the discretion of the Board.

Notably, the MOA does not provide for HR review of the Board Employee Contract decision—including any authority to overrule, overturn, or prohibit the ONSS elected officials' decisions. The Board is required to present its annual Employee Contract decisions to the Business Committee, as per the above quoted provision. Additionally, even at the Business Committee level, the decision of the Board "shall be followed by the Committee," and cannot be overturned by the Business Committee "unless good cause to the contrary is shown."

Finally, even if the Board's contract employee decisions were not required to be made independently of the general HR policies when required for the sound educational administration of the ONSS, the GTC Resolution 05-22-11-B on "Amendments to the Personnel Policies and Procedures on Trade Back for Cash of Personal and Vacation Time" does not prohibit a Board Employee Contractual provision that provides for the annual trade back for cash for unused personal time. In fact, it specifically states as follows:

> **WHEREAS**, in some instances, limiting the trade back for cash program to those employees who have banked personal and/or vacation hours and are unable to utilize those hours due to their working conditions, such as a staffing shortage, will be fiscally responsible and will enable those employees to receive compensation in place of time off.

As the Board has explained to HR in the past, the requirements of the ONSS for the operation of a Tribal School results in working conditions that require licensed personnel in the classroom and school environment at all times when school is in session. Whenever any such employee takes personal leave during the school day, the ONSS is burdened with the obligation to replace that employee during the personal leave time that has been granted. The ONSS must hire a substitute, licensed individual to replace the ONSS Employee in the classroom. This adds to the fiscal burden on the ONSS budget, not to mention the administrative time required to replace the Employee.

The GTC Resolution allows for this very type of consideration. The Board has determined that the conditions for operating the Tribal School are such that its employees are sometimes unable to utilize their personal time due to the working conditions of a school, and it is "fiscally responsible" to allow the employees the option to trade back their personal leave time for cash, which "will enable those employees to receive compensation in place of time off."

In conclusion, the Board has determined that its decision to provide the ONSS Contracted Employees with a trade-back for cash option, as well as designated accumulated personal leave time, is grounded in the sound educational administration of the School, and it has approved the 2014-2015 Employee Contracts, including the Indirect Compensation provisions at issue here (consistent with previous years, including the current school year). The Board's decision is also consistent with

MEETING CANCELLED

the GTC 2011 Resolution permitting variances to the general policy on employee trade-back for cash options. The Board provided the employees with notice of any changes to the current Employee Contracts for the 2014-2015 school year by March 15, as it is compelled to do under the terms of the 2013-2014 Employee Contracts. The Employees have been notified that the Indirect Compensation terms and conditions for the 2014-2015 school year will remain the same as those offered in the 2013-2014 Employee Contracts.

Therefore, it is recommended that the Board proceed to the Business Committee and present the 2014-2015 Employee Contracts to the Business Committee, which is obligated to accept the Board's recommendations, *unless good cause to the contrary is shown*.

MEETING CANCELLED

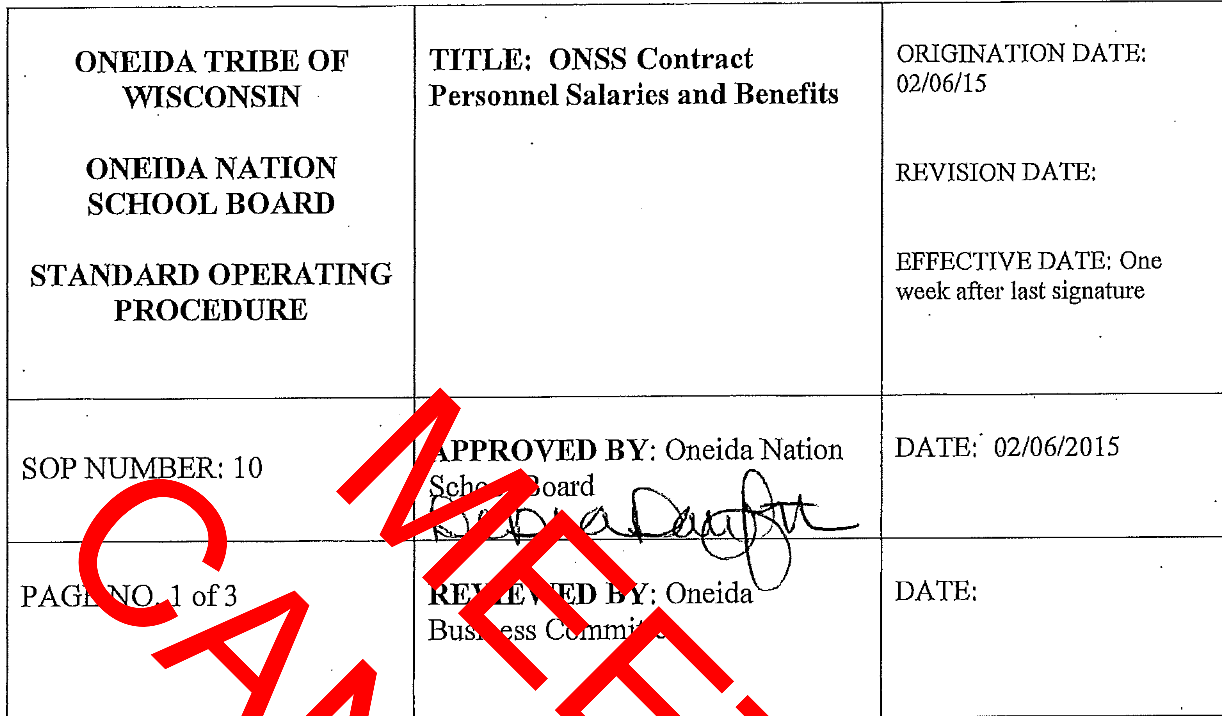
To: Oneida Business Committee
From: Cathy Bachhuber, ONES
Date: March 4, 2015
Re: ONSS Contract Personnel Salaries and Benefits SOP

The School Board is submitting the attached ONSS Contract Personnel Salaries and Benefits SOP as information only for Business Committee review. The School Board approved the SOP at the February 6, 2015 Special School Board Meeting and approved the February 6, 2015 minutes at the March 2, 2015 Regular School Board Meeting.

Requested action:

Motion to accept the ONSS Contract Personnel Salaries and Benefits SOP as an FYI.

MEETING CANCELLED



ONEIDA TRIBE OF WISCONSIN ONEIDA NATION SCHOOL BOARD STANDARD OPERATING PROCEDURE	TITLE: ONSS Contract Personnel Salaries and Benefits	ORIGINATION DATE: 02/06/15 REVISION DATE: EFFECTIVE DATE: One week after last signature
SOP NUMBER: 10	APPROVED BY: Oneida Nation School Board	DATE: 02/06/2015
PAGE NO. 1 of 3	REVIEWED BY: Oneida Business Committee	DATE:

1. PURPOSE

1.1 The General Tribal Council provided for the autonomous administration of the Oneida Nation School System (ONSS) (formerly known as the Oneida Tribal School) through the administration of the Oneida Nation School Board (formerly known as the Oneida Tribal School Board). By agreement with the Oneida Business Committee in the Memorandum of Agreement ("MOA") dated March 21, 1988, the Oneida Nation School Board, in its responsibilities related to all personnel matters, is to ensure that personnel decisions are based upon sound educational administration policies.

1.1.1 The MOA also directed that the Personnel Policies and Procedures system (formerly known as the Oneida Tribal Management System) shall be revised to accommodate the decisions made by the Oneida Nation School Board related to personnel.

1.2 The MOA also provides that the Oneida Nation School Board (hereafter referred to as "School Board") has the authority to enter into contracts, including contracts with personnel, as necessary for the sound educational administration of ONSS.

1.2.1 The MOA further directs that all contracts related to the operation or planning of the ONSS shall be first reviewed, endorsed, and approved by the School Board.

MEETING CANCELED

1.2.2 The School Board's initiation, review, endorsement, and approval of contracts, including personnel contracts, shall be presented in writing to the Oneida Business Committee at times consistent with existing Oneida Tribe of Indians Personnel Policies and Procedures or with the ONSS hiring and/or contract renewal timeline.

1.2.3 The MOA provides that the decisions and actions of the School Board shall be followed by the Oneida Business Committee, unless good cause to the contrary is shown.

1.3 This Standard Operating Procedure is enacted for the purpose of promulgating a rule that provides for the School Board's determination and approval of the salaries and benefits of ONSS contracted personnel.

1.3.1 The School Board's decisions for ONSS contracted personnel salaries and benefits shall be based on sound educational administration that considers the professional and educational needs of the ONSS, the School Board's ability to recruit and hire qualified personnel, and any annual funding constraints of the Oneida Tribe.

1.3.2 The School Board has determined that the salaries and benefits for ONSS personnel, who are required to satisfy certain licensing and certification requirements for employment, and the School Board's ability to successfully recruit and hire personnel for the ONSS are market driven by the public, private, and tribal schools within the region and athletic conference of the ONSS, and that it is fiscally responsible to review and determine personnel salaries and benefits on an annual basis to remain competitive in the marketplace for such personnel, consistent with sound educational administration.

MEETING CANCELLED

2. DEFINITIONS

2.1 Blue Book – Oneida Tribe of Indians Personnel Policies and Procedures

2.2 Contracted Personnel/Employee– An individual who is issued a contract of employment with the ONSS from the School Board and who has accepted employment with the ONSS.

2.3 MOA – March 21, 1988, Memorandum of Agreement between the Oneida Business Committee and the Oneida Nation School Board approved by the General Tribal Council

2.4 ONSS – Oneida Nation School System

2.5 Salary and Benefits – Financial compensation for work performed under the ONSS personnel contract, such as base salary, and may include, but not be limited to, additional duties compensation, merit pay or bonuses, paid personal leave time, and health insurance, dental insurance, retirement benefits, life insurance, and short- and long-term disability insurance.

2.6 School Board – Oneida Nation School Board

MEETING CANCELLED

3. WORK STANDARDS

3.1 The School Board shall make an annual determination of the nature and type of salary and benefits that will be offered to current and new employees under a contract with the ONSS to be issued by the School Board.

3.2 The annual review and determination of the ONSS contracted employees' salary and benefits shall be made in a timely manner and based on sound educational administration practices and market forces related to the recruitment and employment of educational personnel.

3.3 The School Board shall revise the then-current employee contracts based on its annual review, at its sole discretion as it deems necessary, and prior to any employee renewal notification that may be required under the then-current employee contracts.

3.4 The School Board shall determine the salary and benefits terms and conditions that will be offered to contracted personnel, including exceptions to the then-current Blue Book.

3.5 The School Board shall adopt the annual employee contract(s), including the terms and conditions for salaries and benefits, by motion at a properly convened meeting of the School Board.

3.5.1 Supervisors are responsible for monitoring employee vacation/personal time accruals, scheduling employees' working hours and approving or denying time off requests.

3.5.2 Employees are responsible for requesting time off utilizing personal, vacation, banked, and donated hours, if applicable, and shall comply with the procedures established by the ONSS Administration for documentation of the use of personal leave time, including approval.

3.5.3 Trade-back for cash of unused personal leave time shall be governed by the ONSS Standard Operating Procedure Number 8, ONSS Employee Indirection Compensation: Trade Back for Cash.

3.6 Consistent with the MOA, the Blue Book shall be revised to accommodate the decisions made by the Oneida Nation School Board related to personnel, including the ONSS salary and benefit determinations for personnel contracts.

3.6.1 The Oneida Human Resource Department shall process ONSS Contracted Employees' salaries and benefits consistent with the then-current terms and conditions of the ONSS employee contracts.

4. REFERENCES

4.1 Memorandum of Agreement between the Oneida Business Committee and the Oneida Nation School Board, March 21, 1988

4.2 Oneida Tribe of Wisconsin, Personnel Policies and Procedures

4.3 ONSS Employee Contracts

4.4 ONSS Standard Operating Procedure Number 8, ONSS Employee Indirection Compensation: Trade Back for Cash

Oneida Nation School Board
Special Meeting Minutes

DATE: Friday, February 6, 2015 **TIME:** 12:15 p.m.
PLACE: ONES Conference Room

The Oneida Nation School Board is committed and accountable to students, parents, families, staff, and community members to provide regulatory oversight for a safe, positive, culturally diverse, holistic, learning atmosphere based on Onʌyoté a·ka values. We will provide the expectations, resources, and educational opportunities to encourage students to be productive.

PRESENT: Apache Danforth, Debbie Danforth, Dellora Cornelius, Sylvia Cornelius, Priscilla Dessart, Rhiannon Metoxen

EXCUSED: Dewain Danforth

OTHERS: Sharon Mousseau, Artley Skenandore, Linda Jenkins, Cathy Bachhuber

OPENING: Dellora Cornelius

CALL TO ORDER: Debbie Danforth **TIME:** 12:15 p.m.

I. Approval of Agenda

II. Special Presentation

III. Minutes

IV. Tabled Business

V. Old Business

A. Follow-up

1. Employee Contracts 2015-2016
   Motion by Priscilla Dessart to approve the contract with the noted changes, seconded by Sylvia Cornelius. Motion carried unanimously.

   Motion by Sylvia Cornelius to adopt the teachers' Scale D 2% increase for the 2015-2016 employee contracts and include the 2% for the Superintendent and Administration contract, seconded by Rhiannon Metoxen. (No vote)

2. Superintendent Contracts 2015-2016

VI. New Business

A. ONSS Contract Personnel Salaries and Benefits SOP
Motion by Dellora Cornelius to approve, seconded by Priscilla Dessart. Motion carried unanimously.

VII. Reports

VIII. Executive Session

MEETING CANCELLED

IX. Recess/Adjourn

Recess/break at 12:50 p.m. (Lack of quorum)
Return from recess/break at 1:15 p.m.

Motion by Apache Danforth to recess [at 1:15 p.m.] until Wednesday, February 11, 2015, seconded by Rhiannon Metoxen. Motion carried unanimously.

Oneida Nation School Board
Special Meeting Agenda

MEETING CANCELED

DATE: Wednesday, February 11, 2015 **TIME:** 12:00 p.m.
PLACE: ONES Conference Room

PRESENT: Dellora Cornelius, Debbie Danforth, Apache Danforth, Rhiannon Metoxen, Sylvia Cornelius, Priscilla Dessart

EXCUSED: Dewain Danforth

OTHERS: Artley Skenandore, Linda Jenkins, Yvette Peguero, Sharon Mousseau, Cathy Bachhuber

CALL TO ORDER: Debbie Danforth **TIME:** 12:05 p.m.

Motion by Sylvia Cornelius to come out of recess [at 12:05pm.], seconded by Dellora Cornelius. Motion carried unanimously.

V. Old Business

A. Employee (Teacher) Contracts 2015-2016

Excerpt from Feb. 6, 2015: *Motion by Priscilla Dessart to approve the contract with the noted changes, seconded by Sylvia Cornelius. Motion carried unanimously.*

Motion by Sylvia Cornelius to adopt the teachers' Scale D 2% increase for the 2015-2016 employee contracts and include the 2% for the Superintendent and Administration contract, seconded by Rhiannon Metoxen. (No vote)

[Vote on teachers' scale motion] Motion carried unanimously.

B. Superintendent Contract 2015-2016

Motion by Rhiannon Metoxen to approve the contract with the changes noted, seconded by Priscilla Dessert. Motion carried unanimously.

VI. New Business

A. Administrator Contracts 2015-2016

Motion by Apache Danforth to accept the changes for the Administrator Contract and approve the contract, seconded by Dellora Cornelius. Motion carried unanimously.

Motion by Apache Danforth to support the increase to the base of the administrative salaries to 3, to include the other changes to reflect the changes that the Board had made with the contracts specifically under classification II., adding the Principal, K-8 and 9-12, and the days to 260, seconded by Sylvia Cornelius. Motion carried unanimously.

VII. Reports

VIII. Executive Session

IX. Recess/Adjourn

Motion by Priscilla Dessart to adjourn [at 12:42 p.m.], seconded by Dellora Cornelius. Motion carried unanimously.

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):
Accept quarterly reporting update and direct appropriate follow up

Action requested (choose one):

☐ Information only

☒ Action - please describe:

1. Accept quarterly reporting update
2. Direct the respective liaisons/supervisors to follow up on the missing/unlocated quarterly reports.

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

Instructions

☒ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Lisa Summers, Tribal Secretary

Requestor (if different from above):
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

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MEETING CANCELLED

INTEROFFICE MEMORANDUM

TO: ONEIDA BUSINESS COMMITTEE
FROM: LISA SUMMERS, TRIBAL SECRETARY
SUBJECT: QUARTERLY REPORTING UPDATE
DATE: MARCH 3, 2015

MEETING CANCELLED

Background
On February 5, 2015, my office requested a review of the FY-2014 and FY-2015 quarterly reports from the Business Committee Support Office. This review was to ensure all reports for FY-2014 and FY-2015 were submitted to the Business Committee.

On March 2, 2015, Kathleen Metoxen, Executive Tribal Clerk, informed my office that the following reports are missing/unlocated for FY-2014:

Area	Missing/Unlocated Quarter	Liaison/Supervisor
Emergency Management	FY-2014 Q2	OBC Officers
Oneida Gaming Commission	FY-2014 Q4	Brandon Stevens
Human Resources Department	FY-2014 Q4	OBC Officers
Oneida Land Claims Commission	FY-2014 Q2	Brandon Stevens
Retail Enterprise	FY-2014 Q2-Q4	OBC Officers

All reports Q1 reports for FY-2015 are up to date.

Requested Action

1. Accept quarterly reporting update.
2. Direct the respective liaisons/supervisors to follow up on the missing/unlocated quarterly reports.

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Other - BC Approval to Accept TribalNet Advisory Board Position

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

TribalNet Advisory Board Approval & Acceptance

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Requesting BC approval for Kelly L. Skenandore to represent the Oneida Tribe of Indians of WI by accepting a TribalNet Advisory Board Position

3. Justification

Why BC action is required (see instructions):

Kelly L. Skenandore would like to accept a position as a TribalNet Board Member with the approval of the BC. As a member of the TribalNet Advisory Board, it is requested for the board members to be present at the conference. The Conference Fee of $ 7[illegible] is waived for TribalNet Board Members.

4. Supporting Materials Instructions

☒ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.		3.	
2.		4.	

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Debbie Danforth, Division Director/Operations

Requestor (if different from above): Jeff Carlson, CHD Business Office Manager/Comprehensive Health

Name, Title / Dept. or Tribal Member

Additional signature (as needed): ____________________

Name, Title / Dept.

Additional signature (as needed): ____________________

Name, Title / Dept.

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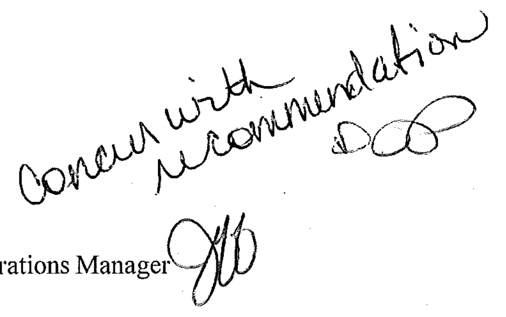
Memorandum



To: Oneida Business Committee

CC: Kelly Skenandore, Health Information Systems Specialist
Debbie Danforth, Comprehensive Health Division Manager

From: Jeff Carlson, Comprehensive Health Division Business Operations Manager

Date: 2/23/2015

Re: TribalNet Board Acceptance Approval by OBC

MEETING CANCELED

Shekoli OBC Members,

As a 20 plus year employee in the Oneida Comprehensive Health Division, I would like to request your support and approval for Kelly L. Skenandore to accept another year as a Board Member to the TribalNet Conference. The TribalNet Conference is in its 16th year and has become a very successful industry organized and information Technology resource for tribal communities in all of Indian Country nationwide.

As a TribalNet Board Member, Kelly will be expected to participate in conference calls with other tribe contributors from the board to develop content for the TribalNet conference. Content will be specific to Kelly's field of Tribal Health, but may also lend ideas to Tribal Government or General IT tracks of the conference's agenda.

The TribalNet 16th Annual Conference is scheduled for Monday November 2, 2015 through Thursday November 5, 2015 and is being held this year in Austin, TX. As a TribalNet Board Member, Kelly will be requested to attend the conference and partake as either moderator and/or presenter for 1-3 agenda track items of the conference.

She is very honored to be a 5 year TribalNet Board Member and represent our Oneida Nation in the areas of health & government while serving on this board. It is with great enthusiasm that I ask for you to support and approve her continued efforts to serve on the TribalNet Conference, once again as a TribalNet Board Member.

Thank you & Respectfully,

Jeff Carlson, Comprehensive Health Division Business Operations Manager

TribalNet 16th Annual Conference- 11/2/15-11/5/15 – Renaissance Austin, Austin, TX

"Bringing Technology & Tribes Together"- www.tribalnetonline.com

TribalNet

Advisory Board Member Duties and Calendar- 2015

What are the duties of an advisory board member?

To make recommendations and/or provide key information for the Annual TribalNet Conference.

This is typically fulfilled through the following actions

- Participate in pre-scheduled conference calls to collaboratively develop content for the TribalNet conference.
- Attend the TribalNet conference as a moderator and/or presenter (FREE conference registration).
- Partake in reviewing and deciding on the recipient of the Annual Tribal Technology Leadership Award.
- Board member bios and pictures will be included on the TribalNet website and related marketing materials.
- In 2015, board members will be asked to create session summaries and/or develop key learnings for up to 3 sessions on the conference agenda that fall into their area of expertise and influence.

MEETING CANCELLED

Advisory Board Member Structure:

Board Chairman/Director- This position will oversee the direction of both boards- **2015- Michael Day**
Board Coordinator- This position will handle the coordination of meetings and related materials- **2015- Shannon Bouschor**
Gaming & Hospitality Board-
Consists of selected members with a background/interest in tribal gaming and hospitality.
-A minimum of 7 available member seats, terms are 1 year with renewal by invitation
Tribal Government/Health Board-
Consists of selected members with a background/interest in tribal government and/or membership and health services.
-A minimum of 7 available member seats, terms are 1 year with renewal by invitation
Industry Liaison Committee-
TribalNet may appoint up to 3 individuals as Liaisons to the tribal technology industry for this committee. These individuals are appointed volunteers and will not be required to participate in board meeting calls, however may be asked to join on some calls for input. Committee members will not take part in the industry award decision, and like board members, will not be responsible for making any fiduciary decisions.

Board members and committee members are appointed volunteers, will not be responsible for any fiduciary decisions and may resign or be removed from their position at any time.

Tentative Meeting Calendar:

Board Meeting- **4/30/15**: Introduction of 2015 board, overall ideas, review '14 feedback, confirm yearly meeting calendar
Board Meeting- **5/21/15**: Potential topics, speakers, tracks, keynotes, workshops, themes, industry award process review
Board Meeting- **6/25/15**: More session/topic/speaker brainstorm, ratings, keynotes decided, review of conference week ideas
Board Meeting- **7/16/15**: Drill down on sessions and speaker ideas- 50% agenda
Board Meeting- **8/6/15**: Drill down on sessions and speaker ideas- 75% agenda
Board Meeting– **9/17/15**: 90-100% Agenda– session summaries finalized
Board Meeting- **10/15/15**: Confirm all moderating sheets and checklist, decision for industry award finalized
Annual Conference- **11/2/15-11/5/15**: Onsite participation– Austin, TX

We realize that there is potential for meeting conflicts, however we simply ask that by accepting the volunteer appointment that board and committee members make their best effort to participate and perform the duties as requested. You have been invited to serve as an advisory board member because of your valued industry knowledge and experience.

JM Carlson
2/23/15

Please select if you accept/decline the invitation to serve in 2015- DUE 3/30/15

__X__ I am honored to participate on the 2015 TribalNet Advisory Board! :)

_____ Thank you, but I decline the invitation to participate on the 2015 TribalNet Advisory Board :(

Name: Kelly L. Skenandore Date: 2/19/15

Signature: Kelly L. Skenandore

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELED

1. Meeting Date Requested: 3 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

N/A

Agenda Header (choose one): New Business/Request

Agenda item title (see instructions):

Dissertation Research Review – Cottrell "The Enduring Alterity of American Indians in German Museums"

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Motion to support the dissertation research by Courtney Cottrell tentatively titled "The Enduring Alterity of American Indians in German Museums" and to request that a copy of the approved dissertation be made available to the Oneida Nation Museum and to the Oneida Community Library.

3. Justification

Why BC action is required (see instructions):

Community support letters are typically required of Internal Review Boards of Universities when dissertation research includes Tribal communities.

4. Supporting Materials

Instructions

☒ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☒ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. Draft Correspondence
2.
3.
4.

☒ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Jo Ann House, Chief Counsel

Requestor (if different from above): ______________________
Name, Title / Dept. or Tribal Member

Additional signature (as needed): ______________________
Name, Title / Dept.

Additional signature (as needed): ______________________
Name, Title / Dept.

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JO ANNE HOUSE, PHD
CHIEF COUNSEL
JAMES R. BITTORF
DEPUTY CHIEF COUNSEL
REBECCA M. WEBSTER, PHD
SENIOR STAFF ATTORNEY

ONEIDA LAW OFFICE

N7210 SEMINARY ROAD
P.O. BOX 109
ONEIDA, WISCONSIN 54155

PATRICIA M. STEVENS GARVEY
CAROYL J. LONG
KELLY M. MCANDREWS
MICHELLE L. MAYS

(920) 869-4327 FAX (920) 869-4065

MEMORANDUM

TO: Oneida Business Committee

FROM: Jo Anne House, Chief Counsel

DATE: March 5, 2015

SUBJECT: Dissertation Research Review × Cottrell ÙThe Enduring Alterity of American Indians in German MuseumsÚ

MEETING CANCELLED

Courtney Cottrell is a doctoral candidate at the University of Michigan. Her dissertation proposal looks at German museums and Tribal museums presentation of Tribal contemporary and historical culture. The dissertation focus is on identifying whether museums have continued the propensity to view Native American culture as having a historical and non-contemporary existence. The conclusion of this dissertation could result in modifications or improvements to museum management and presentation of Native American culture, and more specifically a third party review of the TribeÙ museum exhibits.

Ms. Cottrell proposes interviews of Tribal employees, a visit to the museum, photographic documentation of the museum and exhibits. This work would be repeated on at least one other Tribal or tribal related museum as well as museums in Germany.

A review of the proposal for the dissertation identifies no financial or confidential information of the Tribe will be released. Further, the interviews of Tribal employees do not affect the youth or elders as a protected population under NIH research guidelines. However, typically Tribal governments are requested to provide community support to these types of research projects under those same guidelines.

I have included a draft community support letter for Ms. Cottrell to include with her application to the UniversityÜ Internal Review Board as supporting and authorizing her research.

If you have further questions, please contact me.

Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: (920) 869-2214 **Oneida, Wi 54155**

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 possble.

MEETING CANCELED

March 5, 2015

Courtney Cottrell
Doctoral Candidate
University of Michigan
Anthropology Department
Via e-mail at ccottre@umich.edu

RE: Dissertation Research Review – Cottrell "The Enduring Alterity of American Indians in German Museums"

Dear Ms. Cottrell:

The Oneida Business Committee has reviewed your request for a community support letter and approval of the research project involving the Oneida Nation Museum and interviewing Tribal employees. We understand the goal of your research project is to identify trends in museum exhibits regarding Native American culture which portray a non-contemporary existence of tribes and ongoing tribal communities. You have also indicated that you will provide a review of the museums included in the study and a discussion of how museums can recognize this trend in an attempt to avoid incorporating it into ongoing and future exhibits.

We believe that this study will have a positive impact on Indian Country, and by including the Oneida Nation Museum, can help the Oneida Tribe of Indians of Wisconsin to recognize where we can make improvements in our own museum exhibits. We also believe that this study can result in a positive impact on museum management across the United States as well as abroad.

On March ___, 2025, the Oneida Business Committee, the elected government of the Oneida Tribe of Indians of Wisconsin, met in regular session and approved the following motion.

> Motion to support the dissertation research by Courtney Cottrell tentatively titled ÙThe Enduring Alterity of American Indians in German MuseumsÚand to request that a copy the approved dissertation be made available to the Oneida Nation Museum and to the Oneida Community Library.

Please note, our support and authorization of this research project requires that the Oneida Law Office review the draft dissertation in order to identify errors or unclear references to the Oneida Tribe of Indians of Wisconsin. Our past and current government is a long and complex

relationship with the federal government, Tribal governments and the surrounding communities. This review will not reflect upon the research, findings or recommendations made in the dissertation as those are purely the responsibility of yourself.

We look forward to seeing the end result of your research and wish you strength in your educational endeavors. If you need further assistance, please contact me.

Sincerely,

Lisa Summers, Tribal Secretary
Oneida Business Committee
Oneida Tribe of Indians of Wisconsin

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Follow Up

Agenda item title (see instructions):

Accept Self-Funded Health Insurance Rate Financial Impact 1st Quarter Report

Action requested (choose one):

☒ Information only

☐ Action - please describe:

3. Justification

Why BC action is required (see instructions): Follow-up will be a handout

Requested reporting per BC meeting 10/22/14

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)

☒ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

2.

3.

4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): Larry Barton, Chief Financial Officer

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

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MEETING CANCELED

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Travel Report

Agenda item title (see instructions): Travel Report -BYS-

Action requested (choose one)

☐ Information only

☒ Action - please describe:

Approve 2014-NCAI Travel report

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials Instructions

☒ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature is required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Brandon Stevens, Council Member

Requestor (if different from above): ____________________

Name, Title / Dept. or Tribal Member

Additional signature (as needed): ____________________

Name, Title / Dept.

Additional signature (as needed): ____________________

Name, Title / Dept.

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MEETING CANCELED

Oneida Business Committee

Oneida Tribe of Indians of Wisconsin
PO Box 365 Oneida, WI 54155
The office of: Councilman Stevens
Office: 920-869-4378
Email: BSTEVENS@ONEIDANATION.ORG
RMETOXE2@ONEIDANATION.ORG

MEMO

TO: ONEIDA BUSINESS COMMITTEE

FROM: COUNCILMAN BRANDON STEVENS

SUBJECT: TRAVEL REPORT –BYS NCAI-

DATE: MARCH 11TH, 2015

MEETING CANCELED

National Congress of American Indians (NCAI) 10/27-31/2015

During the NCAI conference I was able to obtain a meeting with the acting Chairman of the National Indian Gaming Commission (NIGC), Jonodev Chaudhuri on Tuesday October 28, 2014. Also in attendance was NIGC staff attorney John Hay. The purpose of the meeting was to discuss the recent change in reporting requirements of Oneida's financial audits. NIGC is requesting that Oneida submit individual consolidated financial statements for each gaming location. Currently Oneida submits one financial statement with accompanying revenue schedules for each location. I shared two concerns; the undue financial burden that the proposed request for consolidated financial statements for each location would impose on the tribe and the imposition the proposed request would have on the way Oneida manages their operation. I shared that the proposed request would alter the way Oneida manages because Oneida would have to make changes to their current way of managing to be able to track and report the specific costs that NIGC is requesting. I also suggested that a reasonable allocation formula could be used by Oneida with minimal cost and intrusion in to Oneida's management as a way to resolve the issue.

Overall, this meeting was much more productive than the prior phone conference with NIGC staff. In the previous phone conference with Oneida, NIGC staff was rigid about the regulation and did not seem willing to work with Oneida on understanding the possible burdens the change would impose on Oneida. At this meeting, Chairman Chaudhuri expressed a willingness to work with Oneida to resolve the issue and understood the possible burdens that could be imposed on Oneida. NIGC will review Oneida's suggestion of using a reasonable allocation formula and will send formal correspondence stating NIGC's position.

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Travel Request

Agenda item title (see instructions):
CACIC Conference - Carlton MN - Apr. 27-30, 2015

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Approve the travel request for Lisa Summers to attend the Crimes Against Children in Indian Country (CACIC) Conference – Carolton, MN - April 27-30, 2015

3. Justification

Why BC action is required (see instructions):

Business Committee travel

4. Supporting Materials [Instructions]

☒ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☒ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. Travel Authorization
2. 2015 CACIC Agenda
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Lisa Summers, Tribal Secretary

Requestor (if different from above): ______________________
Name, Title / Dept. or Tribal Member

Additional signature (as needed): ______________________
Name, Title / Dept.

Additional signature (as needed): ______________________
Name, Title / Dept.

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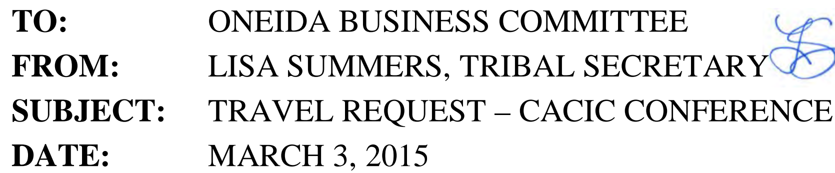
INTEROFFICE MEMORANDUM



TO: ONEIDA BUSINESS COMMITTEE
FROM: LISA SUMMERS, TRIBAL SECRETARY
SUBJECT: TRAVEL REQUEST – CACIC CONFERENCE
DATE: MARCH 3, 2015

MEETING CANCELLED

This memorandum serves as request to attend the Crimes Against Children in Indian Country (CACIC) Conference in Carlton, MN.

From the conference website (www.ncjtc.org/cacic):

> *"Native American youth are impacted by unique and challenging threats that affect their physical and emotional development and well-being. Often tribal communities do not have the same access to the necessary resources for addressing these threats. The Crimes Against Children in Indian Country (CACIC) Conference was formed in response to the often unmet needs of Native youth. The advisory/planning committee is made up of representatives from a wide range of tribal and non-tribal law enforcement, government, and social service agencies. An important goal of the conference is to strengthen relationships between various agencies, tribes, and states, to promote a multi-disciplinary, multi-jurisdictional approach to serving Native young people."*

As liaison to both the Oneida Child Protective Board and the Oneida Police Commission, this travel fits with those responsibilities.

Event Name:	Crimes Against Children in Indian Country (CACIC) Conference
Location:	Carlton, MN
Dates:	April 27-30, 2015
Estmated Cost:	$667.73

Requested Action

1. Approve the travel request for Lisa Summers to attend the Crimes Against Children in Indian Country (CACIC) Conference – Caroltom, MN – April 27-30, 2015

ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST

MEETING CANCELLED

General Travel Information

Name of Traveler	Lisa Summers		
Please list name as it appears on Travelers Driver's License or WI State ID			
Employee #		Date of Birth	
Destination	Carlton, MN		
Departure date	April 27, 2015	Return date	April 30, 2015
Purpose of travel	Crimes Against Children in Indian Country Conference		
Charged GL Account	001-4272000-004-701000-000		

GSA Rate Information for the destination

Per Diem rate per day	$ 46.00	Lodging rate per day	$ 83.00

Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem initial travel date	$ 46.00	75 %	1	$ 34.50
Per Diem full day at destination	$ 46.00	100 %	2	$ 92.00
Per Diem return travel date	$ 46.00	75 %	1	$ 34.50
Subtract included meals				$
Lodging including room rate plus taxes 6.875%	$ 52.00		3	$ 166.73 taxes included
Airfare	$			$
Private Car Mileage	$			$
~~Taxi or car rental~~ Gas Allowance for Tribal Vehicle	$ 115.00			$ 115.00
Luggage Fees	$			$
Registration – accept VISA? (Yes) / No	$ 225.00			$ 225.00
Allowable price adjustment **If travel arrangements exceed the Total Cost Estimate re-approval is required**				$ ~~200.00~~
Total Cost Estimate				$ 667.73

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler			
Program Director			Not needed
General Manager			Not needed

2015 Conference Agenda

April 28-30, 2015 | Carlton, Minnesota

10th Annual Multi-Disciplinary Approaches to Prevent

Crimes Against Children in Indian Country

MEETING CANCELLED

Tuesday, April 28, 2015

8:00 am – 4:30 pm **Conference Registration and Information Desk Open** — Otter Creek Ballroom

8:30 am – 9:00 am **Opening Ceremony**
Mistress of Ceremonies ~ *Janell Rasmussen* ~ Director, Criminal Justice Training & Education
Bureau of Criminal Apprehension
Minnesota Department of Public Safety
Fond du Lac Band of Lake Superior Chippewa
Presentation of Colors ~ Drum ~ Traditional Prayer

9:00 am – 9:20 am **Welcoming Remarks**
Karen Diver ~ Chairwoman, Fond du Lac Band of Lake Superior Chippewa
Andrew Luger ~ United States Attorney, State of Minnesota ***(Invited)***
Mark Dayton ~ Governor, State of Minnesota ***(Invited)***

9:20 am – 9:30 am *Break*

9:30 am – 10:20 am **Children Exposed to Violence ~ Creating a Climate of Hope** — Otter Creek Ballroom
David Raasch **~** Chief Judge (retired), Stockbridge-Munsee Community, Band of Mohican Indians
This session will discuss the need to reinvigorate the cultures of Native America, cultures that have lain dormant for hundreds of years, cultures that need to be re-seeded, nurtured, weeded and watered so once again we can harvest the beauty of our spirit. Protecting our Youth by Preserving our Culture.

10:20 am – 10:30 am *Break*

10:30 am – 11:20 pm **Workshop #1**

A — Understanding & Investigating Child Pornography — Otter Creek Ballroom
Steve Del Negro ~ Sergeant (retired), Digital Evidence Media Section/ICAC Task Force, Massachusetts State Police
This presentation will provide prosecutors and investigators with an understanding of child pornography and the effects of Child sexual abuse. The technology used, the scope of the problem as it pertains to the internet, the impact that it has on a victim, and the risk levels associated with the child pornography offender will also be discussed.

B — Synthetic Drugs — Fond du Lac Creek Hall
Amy Granlund ~ Forensic Scientist, Minnesota Bureau of Criminal Apprehension
Session Summary

C — Sex Trafficking – Safe Harbors — Stoneybrook Hall
David Pinto ~ Assistant Ramsey County Atty & Director, Safe Harbor Training and Protocol Development, MN House of Representatives
Session Summary

11:20 am – 11:30 am *Break*

11:30 am – 12:20 pm **Workshop #2**

A — Understanding & Investigating Child Pornography *(continued)* — Otter Creek Ballroom
Steve Del Negro ~ Sergeant (retired), Digital Evidence Media Section/ICAC Task Force, Massachusetts State Police
This presentation will provide prosecutors and investigators with an understanding of child pornography and the effects of Child sexual abuse. The technology used, the scope of the problem as it pertains to the internet, the impact that it has on a victim, and the risk levels associated with the child pornography offender will also be discussed.

B — Synthetic Drugs *(continued)* — Fond du Lac Creek Hall
Amy Granlund ~ Forensic Scientist, Minnesota Bureau of Criminal Apprehension
Session Summary

C — Sex Trafficking – Safe Harbors *(continued)* — Stoneybrook Hall
David Pinto ~ Assistant Ramsey County Atty & Director, Safe Harbor Training and Protocol Development, MN House of Representatives
Session Summary

12:20 pm – 1:30 pm *Lunch (On Your Own)*

Tuesday, April 28, 2015 (con't)

1:30 pm – 2:20 pm Workshop #3

A

Threat Assessments
Otter Creek Ballroom

BCA Fusion Center ~

Session Summary

B

Drugs – Case Study
Fond du Lac Creek Hall

Amy Granlund ~ Forensic Scientist, Minnesota Bureau of Criminal Apprehension

Session Summary

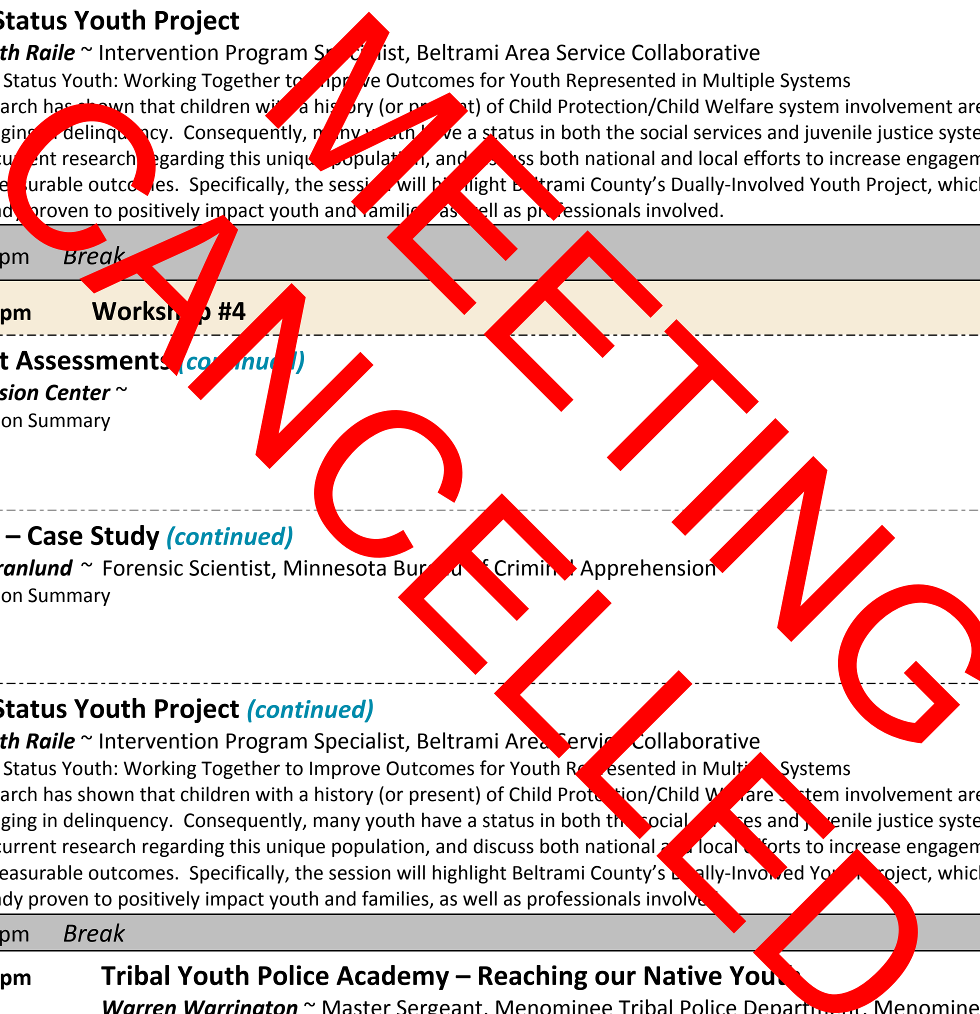
C

Dual Status Youth Project
Stoneybrook Hall

Elizabeth Raile ~ Intervention Program Specialist, Beltrami Area Service Collaborative

Dual Status Youth: Working Together to Improve Outcomes for Youth Represented in Multiple Systems

Research has shown that children with a history (or present) of Child Protection/Child Welfare system involvement are at an increased risk of engaging in delinquency. Consequently, many youth have a status in both the social services and juvenile justice systems. This session will look at the current research regarding this unique population, and discuss both national and local efforts to increase engagement and improve a number of measurable outcomes. Specifically, the session will highlight Beltrami County's Dually-Involved Youth Project, which though in its infancy, has already proven to positively impact youth and families, as well as professionals involved.



2:20 pm – 2:30 pm *Break*

2:30 pm – 3:20 pm Workshop #4

A

Threat Assessments *(continued)*
Otter Creek Ballroom

BCA Fusion Center ~

Session Summary

B

Drugs – Case Study *(continued)*
Fond du Lac Creek Hall

Amy Granlund ~ Forensic Scientist, Minnesota Bureau of Criminal Apprehension

Session Summary

C

Dual Status Youth Project *(continued)*
Stoneybrook Hall

Elizabeth Raile ~ Intervention Program Specialist, Beltrami Area Service Collaborative

Dual Status Youth: Working Together to Improve Outcomes for Youth Represented in Multiple Systems

Research has shown that children with a history (or present) of Child Protection/Child Welfare system involvement are at an increased risk of engaging in delinquency. Consequently, many youth have a status in both the social services and juvenile justice systems. This session will look at the current research regarding this unique population, and discuss both national and local efforts to increase engagement and improve a number of measurable outcomes. Specifically, the session will highlight Beltrami County's Dually-Involved Youth Project, which though in its infancy, has already proven to positively impact youth and families, as well as professionals involved.

3:20 pm – 3:30 pm *Break*

3:30 pm – 4:20 pm Tribal Youth Police Academy – Reaching our Native Youth
Otter Creek Ballroom

Warren Warrington ~ Master Sergeant, Menominee Tribal Police Department, Menominee Tribe of Wisconsin

The Tribal Youth Police Academy (TYPA) provided an excellent opportunity for Native American youth to explore law enforcement and other criminal justice careers. Classroom and hands-on learning connected students and practitioners. These professionals serve as mentors, and answer questions about criminal justice careers. Students participated in a large scale police scenario allowing them to investigate a case from beginning to end. Academy students heard from tribal leaders and tribal police officers about the challenges facing Native American youth.

5:00 pm – 7:00 pm *Reception*
Otter Creek Ballroom

Master of Ceremonies ~ ***Warren Warrington*** ~ Master Sergeant, Menominee Tribal Police Department, Menominee Tribe of Wisconsin

Traditional Prayer

Tribal Youth Police Academy Slide Show

South of the Border Buffet includes:

~ Flour Tortillas and Crispy Corn Taco Shells

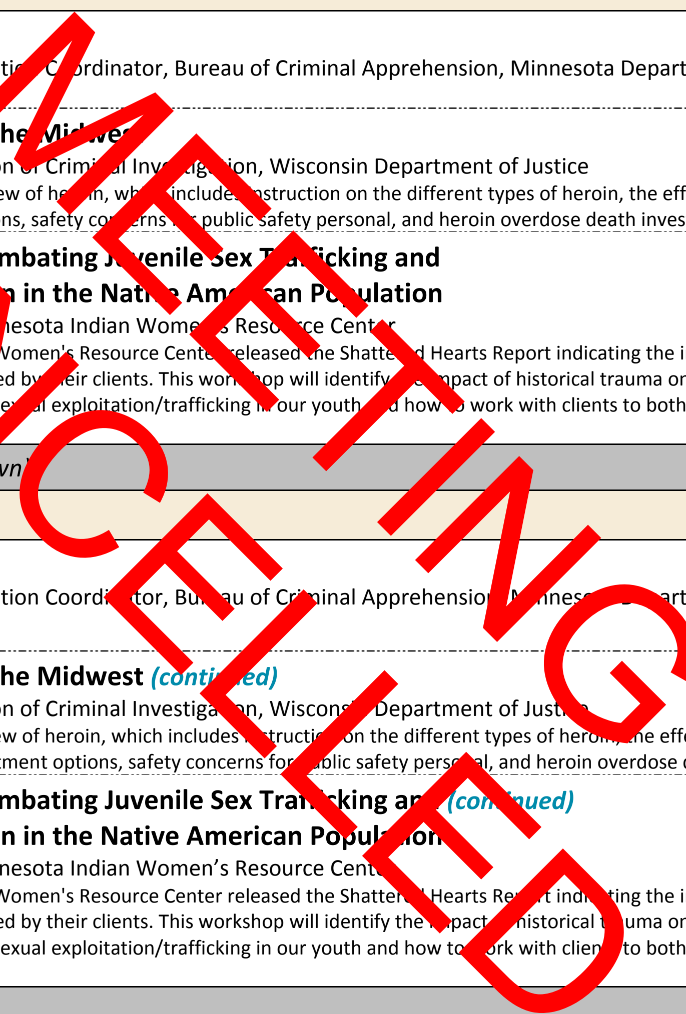
~ Seasoned Chicken & Beef Spanish Rice

~ Freshly Baked Corn Bread

~ Fry Bread

Wednesday, April 29, 2015

Time	Session	Location
8:30 am – 5:00 pm	**Conference Registration and Information Desk Open**	Outside Otter Creek Ballroom
9:00 am – 10:50 am	**Native Mob Case Study and Recruiting Juveniles into Gangs** ***Ricky Wuori*** ~ Special Agent, Minnesota Bureau of Criminal Apprehension ***Jerry Wilhelmy*** ~ Investigator, Minnesota Department of Corrections This session will cover the history of how and why Native gangs originated in Minnesota, how they recruit and why juveniles join gangs. Specifically the instructors will address how juveniles are targeted by gangs, the hierarchy of different gangs in Minnesota and touch on the newer gangs that are being established in Minnesota. The session will also include a recent case involving the Native Mob and how laws surrounding Racketeer Influenced and Corrupt Organizations Act (RICO) brought down the gang. Attendees will be taken from arrest, to trial and final outcomes. The session will conclude with an overview of the current state of Native Mob as a result of this case.	Otter Creek Ballroom
10:50 am – 11:00 am	*Break*	
11:00 am – 11:50 am	**Workshop #5**	
A	**Technology** ***Karina Hedinger*** ~ Training and Education Coordinator, Bureau of Criminal Apprehension, Minnesota Department of Public Safety Session Summary	Otter Creek Ballroom
B	**Heroin Use and Trafficking in the Midwest** ***Bryan Kastelic*** ~ Special Agent, Division of Criminal Investigation, Wisconsin Department of Justice This session will provide a basic overview of heroin, which includes instruction on the different types of heroin, the effects on the user, its prevalence of use in the Midwest, treatment options, safety concerns for public safety personal, and heroin overdose death investigations.	Fond du Lac Creek Hall
C	**Hearing the Victim's Voice: Combating Juvenile Sex Trafficking and Commercial Sexual Exploitation in the Native American Population** ***Patina Park*** ~ Executive Director, Minnesota Indian Women's Resource Center In August 2009, the Minnesota Indian Women's Resource Center released the Shattered Hearts Report indicating the impact of trafficking in the Native American population represented by their clients. This workshop will identify the impact of historical trauma on the population in how it affects the persistence of commercial sexual exploitation/trafficking in our youth and how to work with clients to both heal from victimization and to lessen vulnerability to exploitation.	Stoneybrook Hall
11:50 am – 1:00 pm	*Lunch (On Your Own)*	
1:00 pm – 1:50 pm	**Workshop #6**	
A	**Technology** ***(continued)*** ***Karina Hedinger*** ~ Training and Education Coordinator, Bureau of Criminal Apprehension, Minnesota Department of Public Safety Session Summary	Otter Creek Ballroom
B	**Heroin Use and Trafficking in the Midwest** ***(continued)*** ***Bryan Kastelic*** ~ Special Agent, Division of Criminal Investigation, Wisconsin Department of Justice This session will provide a basic overview of heroin, which includes instruction on the different types of heroin, the effects on the user, its prevalence of use in the Midwest, treatment options, safety concerns for public safety personal, and heroin overdose death investigations.	Fond du Lac Creek Hall
C	**Hearing the Victim's Voice: Combating Juvenile Sex Trafficking and** ***(continued)*** **Commercial Sexual Exploitation in the Native American Population** ***Patina Park*** ~ Executive Director, Minnesota Indian Women's Resource Center In August 2009, the Minnesota Indian Women's Resource Center released the Shattered Hearts Report indicating the impact of trafficking in the Native American population represented by their clients. This workshop will identify the impact of historical trauma on the population in how it affects the persistence of commercial sexual exploitation/trafficking in our youth and how to work with clients to both heal from victimization and to lessen vulnerability to exploitation.	Stoneybrook Hall
1:50 pm – 2:00 pm	*Break*	



Wednesday, April 29, 2015 (con't)

2:00 pm – 2:50 pm **Workshop #7**

A

How Much does your phone know about you?
Otter Creek Ballroom

Lee Reed ~ Officer (Retired), City of Abilene Police Department; Consultant, Team Adam

This session will discuss the operation of a cellphone/smartphone and to learn the proper procedure in obtaining the necessary information. How much does your phone know about you?

B

Native American Gangs and their Connections to National Gangs
Fond du Lac Creek Hall

Bryan Kastelic ~ Special Agent, Division of Criminal Investigation, Wisconsin Department of Justice

Richard Van Boxtel ~ Chief of Police, Oneida Tribal Police Department, Oneida Tribe of Wisconsin

Since 2007, the Native American Drug and Gang Initiative (NADGI) Task Force has addressed the crime associated with gang and drug activity in the Wisconsin Native American communities. The NADGI covers 9 10 Tribal Reservations spanning most of the State of Wisconsin. Although the gangs on the Reservations hold many elements associated with Native American culture, they hold strong ties to larger gangs in urban areas. These affiliations have led to a steady trade in drugs, weapons and gang violence human trafficking. The presentation will provide a look into the unique character of Native American gangs in Wisconsin and their relationships with other gangs in the large metropolitan areas. Past and present criminal investigations will be referenced to illustrate these points and also offer strategies that have had success in combating this activity. NADGI has formed many partnerships throughout Wisconsin with Federal, State, County, local, and Tribal partners to include programming such as Drug Endangered Children (DEC).

C

The Deadly Triad of Suicide: What you need to know to reduce risk in your community
Stoneybrook Hall

Cary Waubanascum ~ Project Specialist, National Criminal Justice Training Center of Fox Valley Technical College

This session explores the impact of historical and intergenerational trauma on suicide in Native American/Alaska Native communities. We will discuss significant risk factors including substance abuse, prior suicide attempts, mood and anxiety disorders and access to lethal means. Participants will learn how to reduce the risk of suicide by eliminating any one element of the Deadly Triad - alcohol, firearms and distress.

2:50 pm – 3:00 pm *Break*

3:00 pm – 3:50 pm **Workshop #8**

A

How Much does your phone know about you? *(continued)*
Otter Creek Ballroom

Lee Reed ~ Officer (Retired), City of Abilene Police Department; Consultant, Team Adam

This session will discuss the operation of a cellphone/smartphone and to learn the proper procedure in obtaining the necessary information. How much does your phone know about you?

B

Native American Gangs and their Connections to National Gangs *(continued)*
Fond du Lac Creek Hall

Bryan Kastelic ~ Special Agent, Division of Criminal Investigation, Wisconsin Department of Justice

Richard Van Boxtel ~ Chief of Police, Oneida Tribal Police Department, Oneida Tribe of Wisconsin

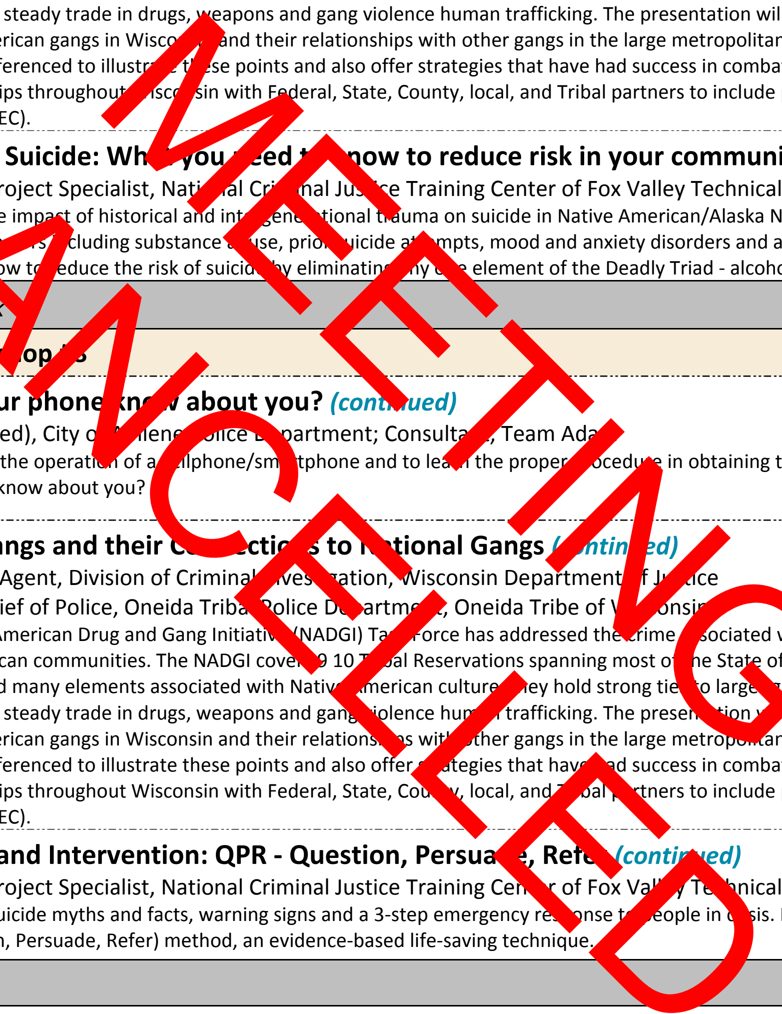
Since 2007, the Native American Drug and Gang Initiative (NADGI) Task Force has addressed the crime associated with gang and drug activity in the Wisconsin Native American communities. The NADGI covers 9 10 Tribal Reservations spanning most of the State of Wisconsin. Although the gangs on the Reservations hold many elements associated with Native American culture, they hold strong ties to larger gangs in urban areas. These affiliations have led to a steady trade in drugs, weapons and gang violence human trafficking. The presentation will provide a look into the unique character of Native American gangs in Wisconsin and their relationships with other gangs in the large metropolitan areas. Past and present criminal investigations will be referenced to illustrate these points and also offer strategies that have had success in combating this activity. NADGI has formed many partnerships throughout Wisconsin with Federal, State, County, local, and Tribal partners to include programming such as Drug Endangered Children (DEC).

C

Suicide Prevention and Intervention: QPR - Question, Persuade, Refer *(continued)*
Stoneybrook Hall

Cary Waubanascum ~ Project Specialist, National Criminal Justice Training Center of Fox Valley Technical College

This session examines suicide myths and facts, warning signs and a 3-step emergency response to people in crisis. Participants will learn how to apply the QPR (Question, Persuade, Refer) method, an evidence-based life-saving technique.



3:50 pm – 4:00 pm *Break*

4:00 pm – 4:50 pm

Using Social Media in Crimes Against Children Investigations
Otter Creek Ballroom

Jerry Jones ~ Consultant, National White Collar Crime Center, Portland Police Department (Retired)

Social Media is an invaluable intelligence tool to assist with crimes against children investigations. In this session we demonstrate the usage of several social media mining tools that search multiple sites, harnessing the power of social media for investigations. The session will also introduce many of the tools are that are free and attendees can start using them immediately.

5:00 pm *Dinner (On Your Own)*

MEETING CANCELLED

Thursday, April 30, 2015

Time	Session	Location
8:30 am – 12:00 pm	**Conference Registration and Information Desk Open**	Otter Creek Ballroom
9:00 am – 9:50 am	**The Path of the Native American Runaway Child** ***Lee Reed*** ~ Officer (Retired), City of Abilene Police Department; Consultant, Team Adam This program will give an overview of the runaway issue in America and Indian Country. It will also Identify profiles of the runaway and the personality traits that a chronic runaway will exhibit and effective ways to use intervention in deterring the behavior	Otter Creek Ballroom
9:50 am – 10:00 am	*Break*	
10:00 am – 10:50 am	**Child Sex Trafficking and Exploitation in Indian Country** ***Jim Walters*** **~** Program Administrator-Amber, National Criminal Justice Training Center of Fox Valley Technical College Human trafficking and exploitation is one of the fastest growing forms of victimization facing tribal communities. The expansion of technology, man camps associated with natural resources and increase in tribally operated casinos and travel plazas have all contributed to the growth of this problem. This course will provide the participant with the background of sexual exploitation in tribal communities in the United States as well as issues of generational trauma which facilitate continued victimization. Participants will learn about the use of technology in victimization as well as investigative and prevention techniques for protecting children in Indian Country.	Otter Creek Ballroom
10:50 am – 11:00 am	*Break*	
11:00 am – 11:50 am	**Case Study – Bobb[illegible] Jo's Journey Home** ***Grant Snyder*** **~** Sergeant, Criminal Investigation Division, Minneapolis Police Department Session Summary	Otter Creek Ballroom
11:50 am – 12:00 pm	**Closing Ceremony and Conference Conclusion** **Mistress of Ceremonies** ~ ***Janell Rasmussen*** ~ Director, Criminal Justice Training & Education Bureau of Criminal Apprehension, Minnesota Department of Public Safety **Fond du Lac Band of Lake Superior Chippewa** Retire Colors ~ Drum ~ Traditional Prayer	Otter Creek Ballroom

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Report

Agenda item title (see instructions):

Organizational Development Specialist 1st Quarter Report

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Request deferral to March 25, 2015 agenda due to vacation the week of March 9-13

3. Justification

Why BC action is required (see instructions):

Regular quarterly reporting.

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): Melanie Burkhart, Organizational Development Specialist
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Meeting
Agenda Request Form

1. **Meeting Date Requested:** ~~03 / 10 / 15~~ 03/11/15

2. **Nature of request**

   Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

   Agenda Header (choose one): Quarterly Report

   Agenda item title (see instructions): SG Quarterly Report

   Action requested (choose one):

   ☒ Information only

   ☐ Action - please describe:

3. **Justification**

   Why BC action is required (see instructions): Requested

4. **Supporting Materials**

   Instructions

   ☐ Memo of explanation with required information (see instructions)

   ☒ Report ☐ Resolution ☐ Contract (check the box below if signature required)

   ☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

   1.
   2.
   3.
   4.

   ☐ Business Committee signature required

5. **Submission Authorization**

   Authorized sponsor (choose one): Melinda Danforth, Vice-Chair

   Requestor (if different from above): Christopher Johns, SG Coordinator

   Name, Title / Dept. or Tribal Member

   Additional signature (as needed): ______

   Name, Title / Dept.

   Additional signature (as needed): ______

   Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEETING CANCELLED

Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: (920) 869-2214

Oneida, WI 54155

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 possble.

MEETING CANCELED

Quarterly Report
to the
Oneida Business Committee
March 10, 2015

Christopher Johns
Self-Governance Coordinator

FY 2015 Budget

Congress finally approved appropriations for FY 2015. While there were modest increases in some areas, the Tribe's share did not significantly increase. Congress once again failed to address the cost to tribes of the sequestration that recently occurred, and this failure means that all tribes continue to fall behind in their ability to keep pace with the rising costs of health care.

President's FY 2016 Budget Request

Following are some of the more significant items contained in the President's Budget Request for FY 2016.

→ Mandatory Contract Support Costs: To stabilize long-term funding and address programmatic concerns with CSC, the 2016 budget also puts forth a proposal to reclassify these costs to mandatory funding beginning in fiscal year 2017. Beginning the reclassification in 2017 will allow time for tribal consultation in 2016 on operational details. The budget proposes to adjust the discretionary budget caps to reflect the reclassification. The current estimate for projected BIA program growth above the discretionary cap amount, totals $105 million for fiscal years 2017-2019 and would be treated as a PAYGO cost for the authorizing legislation. New CSC estimates will be provided on a three-year cycle as part of the reauthorization process. If enacted, mandatory funding for contract support costs will help stabilize this vital funding for tribes and further self-governance and self-determination efforts. Additionally, Indian Affairs will continue to work with and consult with tribes to strengthen administrative capacity and program management. The FY 2016 request also will fully fund contract support costs, based on the most recent BIA and IHS analyses.

→ Significant Increases: The budget proposes an overall increase of 12 percent for BIA over the FY 2015 enacted level, the largest increase in more than a decade

(excluding Recovery Act funding). The Indian Health Service would receive a nine percent increase.

→ Public Safety: The budget includes $417.4 million for the Department of Justice (DOJ) public safety initiatives in Indian Country, which is a $102 million increase compared to the FY 2015 DOJ enacted total for Indian Country.

→ The President's budget proposes $4.0 million to establish a "**One-Stop Tribal Support Center**" to support Tribes in accessing hundreds of services across the Federal government.

→ The FY 2016 budget includes $4.5 million to establish an "Indian Energy Service Center" to facilitate vital energy development in Indian Country.

→ In the BIA, a data initiative of $12.0 million is proposed to establish an Office of Indian Affairs Policy, Program Evaluation, and Data which will help the Interior Department collect, analyze, and use evidence to support effective policy making and program implementation. The funds also will assist the Department in working with Tribes to improve Interior and BIA data quality and availability and will support efforts with the Census Bureau to identify and address data gaps in Indian Country.

→ The BIA budget builds on the "Tiwahe (Family) Initiative": a comprehensive and integrated approach to address the interrelated problems of poverty, violence, and substance abuse faced by Indian communities. The FY16 budget would provide $15 million to expand the Tiwahe Initiative, $6 million more for Social Services, $4 million more for law enforcement for alternatives to incarceration, and $5 million more for aid to tribal family courts.

→ "Generation Indigenous" is an initiative in the budget to address Native youth issues. The Generation Indigenous, or "Gen-I", initiative takes a comprehensive approach to help improve the lives of and opportunities for Native youth. The initiative crosses multiple agencies, including the Departments of the Interior, Education (ED), Housing and Urban Development (HUD), Health and Human Services (HHS), Agriculture (USDA), Labor (DOL) and Justice (DOJ). Increases include: (1) $34.2 million at DOI to extend broadband internet and computer access to all BIE-funded schools and dormitories; (2) $10 million at HUD and $8 million at DOI to address teacher housing needs; (3) $50 million at HHS to provide youth-focused behavioral, mental health, and substance abuse services; and (4) $53 million for Native Youth Community Projects at ED to support comprehensive strategies to improve college and career-readiness of Native youth.

→ **Tax provisions**: Treasury includes a proposal to exclude from income student loan forgiveness and certain scholarship amounts for participation in the IHS health professions program; a modification of the adoption tax credit to allow Indian Tribal Governments to make a status determination of a "child with special needs"; modifications of Tax Exempt Bonds for Indian Tribal Governments that include the repeal of the "essential government function" for tax exempt bond financing, and new flexibility for Tribal Economic Development Bonds.

MEETING CANCELLED

MEETING CANCELLED

→ The HHS **Tribal Behavioral Health Grant** (TBHG) program would receive $30 million, including $15 million in the Mental Health appropriation and $15 million in the Substance Abuse Prevention appropriation as part of Generation Indigenous. With the expansion of the TBHG program, SAMHSA aims to reduce substance use and the suicide among Native youth and address conditions which impact learning in BIE schools. The TBHG program will support mental health promotion and substance use prevention for high-risk Native youth and their families, enhance early detection of mental and substance use disorders among Native youth, and increase referral to treatment.

→ The proposed Budget includes a $70 million increase for the Purchased/Referred Care (formerly Contract Health) program to cover rising health care costs and to expand services provided through this important program, which funds care outside of IHS and tribal facilities when it is not available at an IHS or tribal facility.

→ ***Carcieri***: Language to address the *Carcieri* Supreme Court decision is again included in the Department of Interior general provisions of the President's budget.

FY 2017 Budget

The FY 2017 Budget Formulation process has begun. Regional meetings have been held. Each Region will make a presentation to the Tribal-Interior Budget Council (TIBC) in March.

Contract Support Costs (CSC) Claims Update

The Tribe has received the settlement amount for this claim for unpaid CSC funds under the Self-Governance Compact with the Indian Health Service. There has not yet been a resolution to the Salazar v. Ramah Navajo Chapter class action suit for unpaid CSC funds under the SG Compact with the Department of Interior's Bureau of Indian Affairs.

Office of the Special Trustee (OST) Automated Audit Pilot Project

The OST Office of Trust Review and Audit (OTRA) is in the process of designing a "Tribal Methodology" system which would greatly simplify the statutorily-required audit of tribal trust programs assumed by SG Tribes. This would operate as a voluntary, self-reporting computer-based system that would greatly reduce the cost of on-site visits for the OST and standardize report data for each participating tribe which should make the process more efficient. Oneida has agreed to be one of several sites for the testing phase of the Project which should begin in May, 2015. The system should be up and running by October 1, 2015.

Self-Governance Advisory Committee (SGAC)

The SGAC most recently discussed three concerns with Kevin Washburn, the Assistant Secretary – Indian Affairs (AS-IA) and Tommy Thompson of the Bureau of Indian Affairs Office of Management and Budget (BIA-OMB) including speeding up the release of funding to Tribes, changes to the internal financial processes, and the budget formulation process for DOI. Self-Governance Tribes continue to urge BIA/DOI to work more quickly to get Tribal money out more quickly, especially CSC and programs outside the BIA. BIA indicated that they had made significant progress regarding funding distribution internally but when Congress fails to provide an entire year of appropriations, it leads to impediments in the timely distribution of funds to Tribes. The BIA also reported that anticipated changes to the current financial system will improve the speed in which the agency can get money out to Tribes. As a result,

SGAC requested that DOI consider the impact changes to their finance system will have on Tribes. Tribes are also concerned that the current regional formulation process is not working well for Self-Governance Tribes and that often the priorities from TIBC are not represented in the President's Budget request. The AS-IA agreed that the current formulation process does not allow for maximum Tribal participation at the regional level and would be willing to consider changes.

Indian Health Service Director

Congress has yet to confirm the President's nominee - Dr. Yvette Roubideaux - as the Director of the Indian Health Service. There is a statutory limit on the amount of time a nominee can serve in an "Acting" position for which they are nominated. As a result, HHS Secretary Burwell has appointed Dr. Roubideaux as a Senior Advisor to the Secretary and appointed Robert McSwain, the current IHS Deputy Director, to serve as Acting Director. Mr. McSwain has previously served as the Director.

Bemidji Area Office Director

Mr. Keith Longie has been named the new Director of the Bemidji Area. He is an enrolled member of the Turtle Mountain Band of Chippewa Indians. Mr. Longie is a Commissioned Officer in the U.S. Public Health Service and has held a variety of positions in the Portland and Phoenix Areas and served as IHS Chief Information Officer at the IHS' Headquarters in Rockville, MD.

MEETING CANCELLED

Upcoming Events

Following are dates and locations of upcoming meetings and conferences as requested.

March 5-6, 2015	Tribal-Interior Budget Council	Washington, DC
March 22-26, 2015	Self-Governance Advisory Committees	Washington, DC
April 26-30, 2015	Annual SG Consultation Conference	Reno, NV
May 20-21, 2015	Tribal-Interior Budget Council	Washington, DC
July 20-24, 2015	Self-Governance Advisory Committees	Washington, DC
August 5-6, 2015	Tribal-Interior Budget Council	Albuquerque, NM
October 5-8, 2015	Self-Governance Advisory Committees	Washington, DC

MRO/BIA and BAO/IHS Representatives

TIBC Representatives:

Primary: Darrell Seki, Treasurer, Red Lake Band of Chippewa Indians
Alternate: Jimmie Mitchell, Natural Resources Director, Little River Band of Ottawa Indians

SGAC Representatives:

Primary: Derek Bailey, Tribal Councilor, Grand Traverse Band
Alternate: Vacant

Technical Committee Members:

John Mojica, Mille Lacs
Dave Connor, Red Lake
Jessica Burger, Little River
Barb Brodeen, Bois Forte
Christopher Johns, Oneida

<u>TSGAC Representatives</u>

Primary: Derek Bailey, Tribal Councilor, Grand Traverse Band
Alternate: Vacant

Technical Committee Members:
John Mojica, Mille Lacs
Jessica Burger, Little River
Christopher Johns, Oneida

Federal Officials

Bureau of Indian Affairs

Kevin Washburn, Assistant Secretary
Mike Black, Director

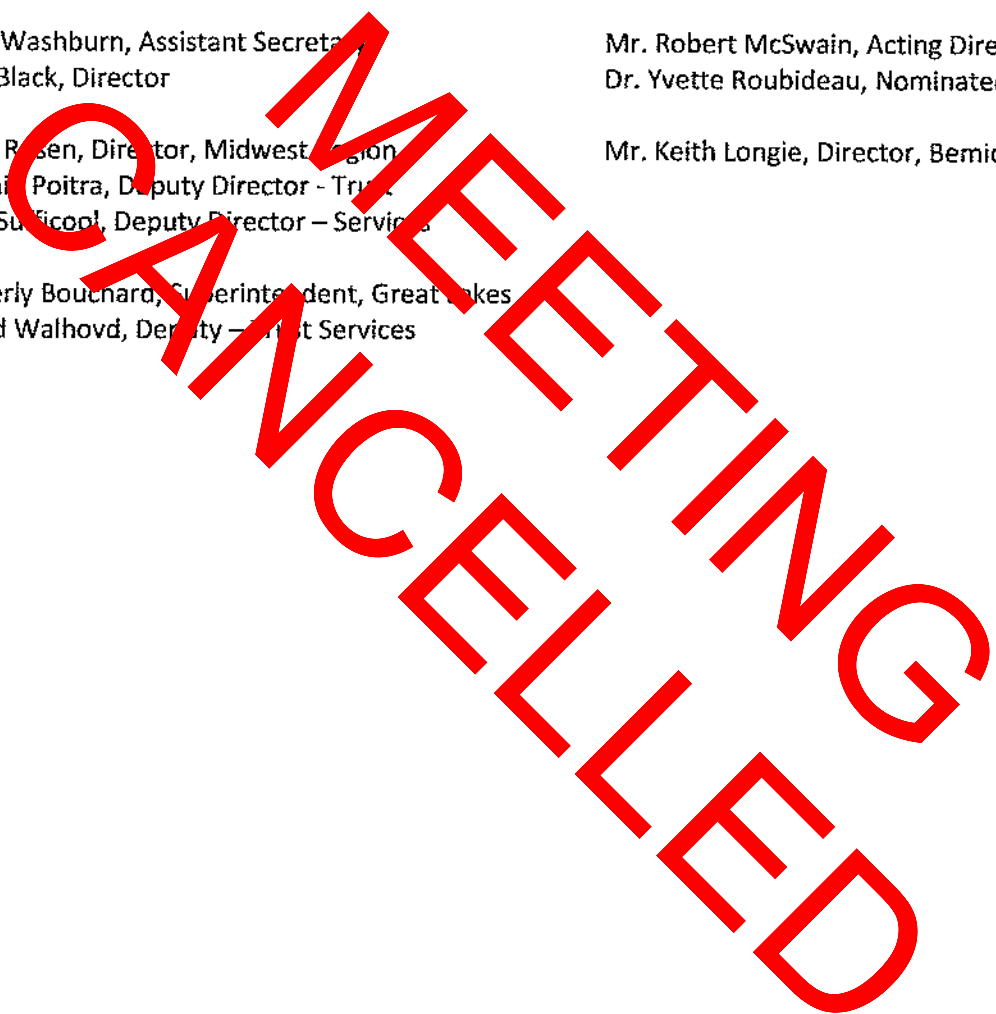
Diane Rosen, Director, Midwest Region
Tammie Poitra, Deputy Director - Trust
Scott Sufficool, Deputy Director – Services

Kimberly Bouchard, Superintendent, Great Lakes
Gerald Walhovd, Deputy – Trust Services

Indian Health Service

Mr. Robert McSwain, Acting Director
Dr. Yvette Roubideau, Nominated

Mr. Keith Longie, Director, Bemidji Area



Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Report

Agenda item title (see instructions):

OAHC 1st Quarter Report

Action requested (choose one):

☒ Information only

☐ Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)

☒ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Trish King, Tribal Treasurer

Requestor (if different from above): Janice Skenandore-Hirth

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEETING CANCELLED

Oneida Airport Hotel Corporation
Radisson Hotel & Conference Center
Quarterly Report
For the quarter ended: December 31, 2014

Narrative Section

Business practice, market overview, place within market:

- STR report shows for the Quarter that we are down in Occupancy YOY -0.6% index, down in ADR YOY -1.0% index with a result of -1.6% index YOY for RevPar; group rooms had shortage in November due to funding getting cut from a large group & we discounted transient rate to pick up the loss of occupancy.
- Sales team Booking Pace for YOY Q1 includes an increase of +$3.61 ADR per room; an increase of 4,888 rooms YOY an increase of room revenue of $511,262 and F&B revenue increase of $77,589 for an overall Revenue Booking Pace increase from prior year of +$588,851.

Competitive analysis:

- Casino food outlets continue to be a source of competition for F&B revenue

Strategies for improved value:

- Developed packaging in Corporate/Association Meetings, Tour & Travel, Wedding, Travel Agents and Transient markets to gain short term bookings for Q1 and other need months
- Working with Radisson Corporate in all Sales markets to gain leverage and recognition
- Working closely with Green Bay CVB in all Sales markets to keep top of mind and participate in all sales initiatives
- Conducted a Client Appreciation event in November with our corporate clients
- Conducted a Holiday/Corporate Meeting sales blitz in October; Sales team visited over 100 companies in the Green Bay area – cross promoting Wingate as well

Material changes or developments in market/business:

- KI Convention Center Expansion began Dec 6, 2013, adding 23,000 square ft of meeting space total of 80,000 when complete, due to complete September 1, 2015

Market growth:

- Northland Hotel to start construction on 147 room hotel downtown to compliment the KI Convention Center expansion, due to open fall of 2015
- Former Clarion Hotel downtown, has started construction to become a Hampton Inn due to open fall of 2015 with 146 rooms.
- Residence Inn 100 room property set to build and open 2016 in Green Bay

MEETING CANCELED

- 77 room Staybridge Suites will be under construction and attached to Brett Favre's Steakhouse

Pending legal action:

- One (1) Personnel issue.

MEETING CANCELLED

Oneida Airport Hotel Corporation
Three Clans Airport, LLC
Quarterly Report
For the quarter ended: December 31, 2014

Business practice, market overview, place within market:

- Ranking for the 1st quarter from the STR Report the Wingate is 4 out of 5 based on REVPAR and 3 out 5 based on Occupancy. Wingate is continuing to gain and maintain fair market share within the competitive set.
- For the start of the 1st quarter the Wingate focused on growing occupancy to increase awareness in the market.

The Wingate averaged a 69.2% occupancy for the 1st quarter. This was a 3.44% increase year over year. Due to the consistent high occupancy the Wingate is performing [illegible], the strategy for the second half of the 1st quarter was to increase rates now that there is base business.

Competitive analysis:

- The competitors ran a REVPAR of $93.70 to Wingate's $60.03 for the quarter.
- The competitive set had an occupancy of 6[illegible].1% to the Wingate's 69.2%.

Strategies for improved value:

- The Wingate's strategy to continually grow rate is to yield rates sooner especially on high demand dates and to offer less heavily discounted rates on slow dates. Discounted rates will still be offered for slower dates but not as much as they have been in the past.
- The Wingate continues to use all 3rd party booking channels to increase bookings on low demand dates.
- The Wingate continues to run last minute deals on Expeida and hotels.com over the weekend to increase last short term bookings.
- The Radisson Sales team continues to cross sell the hotel. We have begun to see new leads and new bookings from this joint effort.

Material changes or developments in market/business:

- We continued to see an increase in the corporate business traveler over the 1st quarter. The corporate travelers are now booking their negotiated rates and not buying down to the deeply discounted rates.
- We were able to negotiate rates with some new local companies to add to the Wingate's preferred list.

MEETING CANCELLED

Market growth:

- For the 1st Quarter, the Wingate ended with 64.1% REVPAR Index. The Wingate was able to grow 3.4% year over year for REVPAR Index.
- For the 1st Quarter, the Wingate ran an average of 69.2% which is an increase of 6.1% year over year.
- Revenues for the first quarter were $436708 which were up from prior year by $17757. This was achieved better within our competitive set and the Green Bay Market.

Pending legal action:

- None.

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): Report

Agenda item title (see instructions):
OGE 1st Quarter Report

Action requested (choose one):
☒ Information only
☐ Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials Instructions

☐ Memo of explanation with required information (see instructions)
☒ Report ☐ Resolution ☐ Contract (check the box below if signature required)
☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1. 3.
2. 4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Trish King, Tribal Treasurer

Requestor (if different from above): Janice Skenandore-Hirth
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

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MEETING CANCELLED

Oneida Golf Enterprise Corporation

Fiscal year-To-Date Reporting for period Ending:

December 30, 2014

The Oneida Golf Enterprise Corporation (OGEC) is a corporation of the Oneida Tribe of Indians of Wisconsin established to oversee and manage the business known as Thornberry Creek at Oneida.

Narrative Report

Business Practice, Market Overview, Place Within Market:

- Thornberry Creek at Oneida (TCO) is a 27 hole premier golf course settled in a rural prestigious housing development on the Oneida reservation.
- TCO is the Official Golf Course of the Green Bay Packers.
- TCO is one of 10 Official PGA Family golf courses in Wisconsin offering tees for kids based upon skill level and ability to further enjoy the game.
- TCO includes a banquet facility, driving range, pro shop and sports pub & grill.
- TCO is considered a leader in charitable golf event hosting and a leading choice for future brides.
- TCO hosted 37 special events in the first quarter.

Competitive Analysis:

GOLF

- Area competitors in this market for public golf courses with 9 holes is Village Green in Howard; 27 holes includes Mid Vallee in De Pere; 18 holes include Brown County and Crystal Springs.
- Outside our 10 mile radius are other courses such as Royal St. Patrick's, Ledgeview, The Woods, and Northbrook. Courses outside the area but still considered competitors include The Bull in Sheboygan and Blackwolf Run/Whistling Straits in Kohler.
- Our nearest competitor, Brown County Golf Course, had temporary greens due to winter damage and have renovated and rebuilt all their greens to be ready for opening in spring 2014. **New greens opened May 15, 2014 at Brown County and their business has had a negative impact on our rounds.**

Banquet

- Thornberry Creek at Oneida has 7,000 square feet of flexible banquet space with large windows and spectacular views. This space will accommodate 300 guests at round tables.

MEETING CANCELED

We also future a porch room that accommodates up to 40 people. Included in this space is the Cupola available for smaller wedding ceremonies and intimate gatherings.

- Thornberry Creek at Oneida also offers a full range of conference equipment and amenities for the corporate client.
- Our large bar and grill offers full coverage on all 24 HDTV flat screen televisions for all sporting events and seats up to 160 customers.
- Area competitors in this market include Rock Gardens and the Radisson.

Strategies for Improved Value:

MEETING CANCELLED

- *Golf Digest* has continued to speak about considering TCO for "Best in State" honors to be published in 2017, rating would occur over next two years.
- TCO was featured on the cover of *Premiere Golf Destinations Magazine*, February 2015 issue. TCO will also be featured inside the publication with a 3 page editorial.
- Publication reaches 4 surrounding states and will be available in all travel centers, approximate circulation is 96,000. Debuts at Fox Cities Golf Expo
- Thank You N.E.W. promo generated major traffic; 450 tee times reserved in 12 hours
- Our "Taste of Thornberry" event saw close to 100 potential clients; well received
- Packer Radio Shows continue to grow in attendance and revenue
- Thornberry Fall Classic once again sold out to 1[illegible]8 players on a cold rainy day in November
- Halloween Cash Bash had over [illegible]00 in attendance and was very well received
- Ugly Sweater Party had over 100 in attendance and the momentum continues to grow
- New strategic pricing has been put into place to offer access to multiple budgets different times of the day
- Season pass prices have been reduced to encourage purchases and drive traffic: as of December 31st we've grown pass sales by 15% over last year
- New tee signs, tee markers, trash receptacles, practice tee necessities and benches have been received and will be unveiled at the start of our 2015 season.
- Our social media presence continues to grow and gain interest, 283 new users engaged in the 1st quarter.
- New signage has been added to the entryway allowing for greater visual existence
- Using the Packer partnership we have grown revenues through ticket promotions by over $20,000
- Working with Joint Marketing on new events and ideas that include the Radisson and Oneida Casino. We are committed to working with our partners for the good of all.
- Started working on 2015 Marketing Calendar to be used with our partners to generate more interest in our special events
- Was the featured facility in *Wedding Magazine* showcasing our grounds and reception venues

- New website was being built and anticipated launch in early 2015; focus on ease of access and create a more visually appealing product
- Spending necessary marketing dollars and are starting to gain recognition in multiple markets

<u>Material Changes or Developments in Market/Business:</u>

- Facility improvements continue to occur including the parking lot and additions in signage and guardrail systems are anticipated to be installed in 2015
- New winter menu released focusing more on creating a consistent food product but also shrinking the total offerings to allow for assistance in food cost reductions
- Debuted at the "Friends of Thornberry" event, we launched a few new signature items such as the Nacho's, Cheese Steak pizza and Chicken Parmesan sandwich
- New Service Training 101 is being developed to be trained to all staff regarding our expectations and what "service" is
- Old equipment is being sold and creating additional revenue to the facility
- Our new truck and plow is getting good use at the facility and at the Wingate
- We've made an effort to bid on additional plow jobs in the area
- We have started interviewing for the position of New Business Development Manager, this is a new position who's responsibility will be solely generating new business to the facility
- Our new website is almost complete and will be launched in early 2015
- Special event menus have been finalized and the increases will have a significant financial impact on the facility in 2015
- Verbiage for the new bronze plaques found on the course is underway and will be installed in the Spring of 2015

MEETING CANCELLED

<u>Market Growth</u>:

- Our social media presence continues to grow, up 26% since May of 2014 and up 12% in the first quarter of 2015
- We have added 7 new golf outings to the 2015 schedule
- Weddings continue to grow and only 1 Saturday remains in inventory for the 2015 peak season
- Weddings for 2016 are being booked and showings for 2017 have started
- We have begun exploring the rebranding of the restaurant which will be necessary for its growth and sustained success in the future

- Josh Doxtator and Zach Knight have become members of Current YP in Green Bay
- They have attended a few events and have already booked a few events from the contacts made within the group and a major event in August for the YP group
- Mark Becker was named as a "Master Kids Teacher" by US Kids Golf, their highest designation for teaching juniors
- Communication has begun with local hotels to offer Thornberry as their preferred golf and restaurant space

Pending Legal Action:

No litigation pending

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):
Bay Bancorporation Inc.

Action requested (choose one):

☐ Information only
☐ Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials Follow-up will be a handout. Instructions

☒ Memo of explanation with required information (see instructions)
☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)
☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): Jeff Bowman, President
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

From: Mary C. Graves
Sent: Friday, March 06, 2015 9:17 AM
To: Jeff Bowman
Cc: Chad A. Wilson
Subject: RE: BC Agenda Review: Follow-up (Due 9:00 am Friday) - Bay Bancoporation Inc - 1st Quarter Report (Oct to Dec 2014) Not Sumbitted

Will do Jeff.

From: Jeff Bowman [mailto:jeff.bowman@baybankgb.com]
Sent: Friday, March 06, 2015 9:12 AM
To: Mary C. Graves
Subject: RE: BC Agenda Review: Follow-up (Due 9:00 am Friday) - Bay Bancoporation Inc - 1st Quarter Report (Oct to Dec 2014) Not Sumbitted

Hi Mary,

We'll put the package together right away. I checked with Steve our CFO, and he never received the reporting calendar for 2015.

I thought that a reporting deadline was coming up, but I didn't have the calendar for 2015 either.

Can you have someone send that to me please?

We'll get a package ready by the end of today or Monday morning at the very latest.

Sorry for the delay.

Jeff

MEETING CANCELED

From: Mary C. Graves [mailto:MGRAVES@oneidanation.org]
Sent: Friday, March 06, 2015 8:54 AM
To: Jeff Bowman (jeff.bowman@baybankgb.com)
Subject: FW: BC Agenda Review: Follow-up (Due 9:00 am Friday) - Bay Bancoporation Inc - 1st Quarter Report (Oct to Dec 2014) Not Sumbitted

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From: BC_Agenda_Requests
Sent: Thursday, March 05, 2015 4:13 PM
To: Cristina S. Danforth
Cc: Mary C. Graves
Subject: BC Agenda Review: Follow-up (Due 9:00 am Friday) - Bay Bancoporation Inc - 1st Quarter Report (Oct to Dec 2014) Not Sumbitted

Good afternoon:

Tina,

I wish things are going along good.

At BC Agenda Review we need a follow-up on agenda item XV.B. *Baybancorporation* Inc.

Could you please research where the Bay Bancoporation Inc - 1st Quarter Report is at? And let me know if it is going to be deferred or forward me the report.

Please submit your findings to me by 9:00 a.m. tomorrow, Friday March 06, 2015.

Thanks,

Chad W.

Chad Wilson
Project Manager
ERB x5361 Mon & Tuesday
OBC x4475 Wed, Thurs, & Fri

MEETING CANCELLED

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 03 / 11 / 14

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Defer Oneida Total Integrated Enterprises Report to the 03/25/15 BC meeting

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Motion to defer to the March 25, 2015 Business Committee Regular Meeting

3. Justification

Why BC action is required (see instructions):

Regular quarterly reporting

4. Supporting Materials Instructions

☒ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
3.
4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Tehassi Hill, Council Member

Requestor (if different from above): Wilbert "Butch" Rentmeester
Name, Title / Dept. or Tribal Member

Additional signature (as needed):
Name, Title / Dept.

Additional signature (as needed):
Name, Title / Dept.

1) Save a copy of this form in a pdf format.
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MEETING CANCELLED

From: Wilbert Rentmeester <WRentmeester@otie.com>
Sent: Tue 2/24/2015 8:51 AM
To: BC_Agenda_Requests
Cc: Heather Cotey; Nick Ni; Ronald W. Hill; Jennifer A. Webster; Lisa A. Liggins
Subject: First Quarter report

Dear Oneida Business Committee,

OTIE respectfully request that the first quarter report scheduled for the March 3, 20[illegible] and March [illegible] 2015 Business Committee Meetings be deferred until the March 24, 2015 and March 25,2015 Oneida Business Committee meetings. OTIE will present the $200,000 payment to the Tribe at the March 25, 2015 meeting

Sincerely,

Wilbert Rentmeester
Executive Vice President
Oneida Total Integrated Enterprises (OTIE)
2555 Packerland Drive
Green Bay, WI 54313
920.884.3966 direct
920.664.5598 mobile
920.884.3989 fax
www.otie.com

Engineering, Science and Construction

Oneida Business Committee Meeting
Agenda Request Form

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one):

Agenda item title (see instructions):

Defer Oneida Engineering Science & Construction Group, LLC to the 03/25/15 BC meeting

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Motion to defer to the March 25, 2015 Business Committee Regular Meeting

3. Justification

Why BC action is required (see instructions):

Regular quarterly reporting

4. Supporting Materials

Instructions

☒ Memo of explanation with required information (see instructions)

☐ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.
2.
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4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one):

Requestor (if different from above): Wilbert "Butch" Rentmeester

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

MEETING CANCELED

From: Wilbert Rentmeester <WRentmeester@otie.com>
Sent: Friday, March 06, 2015 9:46 AM
To: Lisa A. Liggins; BC_Agenda_Requests; Ronald W. Hill; Jennifer A. Webster
Cc: Nick Ni; Heather Cotey
Subject: FW: First Quarter report

I inadvertently forgot to include that the OESC Quarterly report also be deferred until the March 24 and 25 OBC meeting. Please allow the requested deferment to apply to both the OTIE and OESC report.

Sincerely,

Wilbert Rentmeester
Executive Vice President
Oneida Total Integrated Enterprises (OTIE)
920.884.3966 direct
www.otie.com

MEETING CANCELLED

From: Wilbert Rentmeester
Sent: Tuesday, February 2[illegible], 2015 8:[illegible]1 AM
To: 'BC_Agenda_Requests@oneidanation.org'
Cc: Heather Cotey (hcotey@otie.com); Nick Ni; 'rhill7@oneidanation.org'; 'iwebste1@oneidanation.org'; 'Lisa A. Liggins'
Subject: First Quarter report

Dear Oneida Business Committee,

OTIE respectfully request that the first quarter report scheduled for the March 3, 2015 and March 4, 2015 Business Committee Meetings be deferred until the March 24, 2015 and March 25,2015 Oneida Business Committee meetings. OTIE will present the $200,000 payment to the Tribe at the March 25, 2015 meeting.

Sincerely,

Wilbert Rentmeester
Executive Vice President
Oneida Total Integrated Enterprises (OTIE)
2555 Packerland Drive
Green Bay, WI 54313
920.884.3966 direct
920.664.5598 mobile
920.884.3989 fax
www.otie.com

Engineering, Science and Construction

Oneida Business Committee Meeting
Agenda Request Form

03 / 11 / 15

1. Meeting Date Requested: ~~2 / 25 / 15~~

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Agenda Header (choose one): BCC Report

Agenda item title (see instructions):

Land Claims Commission BC Quarterly Report: 2014 4th Quarter Report October-December, 2014

Action requested (choose one):

☒ Information only

☐ Action - please describe:

3. Justification

Why BC action is required (see instructions):

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)

☒ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

2.

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4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Brandon Stevens, Council Member

Requestor (if different from above): Jennifer Stevens, LCC Executive Assistant

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.
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MEETING CANCELLED

ONEIDA LAND CLAIMS COMMISSION
QUARTERLY REPORT
October 1 to December 31, 2014

Submitted by Jennifer M. Stevens, LCC Executive Assistant I 490-3955

MEETING CANCELLED

LAND CLAIMS COMMISSIONERS:
Chair-Amelia Cornelius, Vice-Chair-Loretta V. Metoxen, Secretary/Treasurer-Rita Summers, Newly Elected Commissioners: Dakota Webster and Michael Hill. New BC appointed Commissioner; Donald McLester. Brandon Stevens/Jenny Webster, BC Chair and LCC Liaison. (Note: Need to do Internal Elections when we have a full board-waiting for another BC appointment to be completed.)

PURPOSE:
"Make recommendations to the Business Committee on ways to foster General Tribal Council participation in the decision making process regarding the settlement of the Oneida land claims in New York State. Article I-Authority 1-b ~LCC By-Laws"

- Special Note: The Land Claims Commission is an educational resource and liaison for the Oneida community regarding the New York Land Claims case and history. The Land Claims Commission strives to provide educational opportunities to learn more about the Upstate New York in order for the G.T.C. to make better informed and/or sound decisions. Although there is a sensitivity and confidentiality to our case, the Land Claims Commission continues to strive to assist G.T.C. members to be interested and better informed in the New York Land Claims case to the best of our knowledge and resourced provided for us.

OBJECTIVES:
The Oneida Land Claims Commission is an elected governing body and will still strive to meet the needs of the GTC. The Land Claims Commission since has been invited to attend the BC Executive Sessions. Jennifer Stevens completed her training with Mark Osterberg October 7, 2014 and developed a New York Land Claims On-Base Project Manual-waiting for the LCC review-first draft completed December 18, 2014. Donald McLester was given a BC appointment to be on the LCC as their 6th commissioner, currently waiting for the 7th BC appointed commissioner.

MEETINGS:
Land Claims Commission has been meeting once a month on a regular basis as scheduled, the third Thursday of every month at 5PM.

FOLLOW UP:
Questions asked during our September 2014 BC Quarterly Report:

Who is the LCC Liaison and who is the current New York Land Claims Assistant who replaced Diane House?

- **Answer: Lisa Summers alternate: Jenny Webster (This needs clarified-it says Brandon Stevens/alternate, Jenny Webster.**
- LCC requests a BC and LCC Meeting: Agenda-New York Land Claims Update.
- **Lisa Summers, Tribal Secretary will be in contact with the LCC to set up NYLC Update Meeting. (There is no follow-up on this request.)**

Oneida Business Committee Meeting
Agenda Request Form

MEETING CANCELLED

1. Meeting Date Requested: 03 / 11 / 15

2. Nature of request

Session: ☒ Open ☐ Executive - justification required. See instructions for the applicable laws that define what is considered "executive" information, then choose from the list:

Other - type reason

Agenda Header (choose one): BCC Report

Agenda item title (see instructions):

Land Commission 1st Quarter Report

Action requested (choose one):

☐ Information only

☒ Action - please describe:

Accept Report

3. Justification

Why BC action is required (see instructions):

It is on the reporting schedule

4. Supporting Materials

Instructions

☐ Memo of explanation with required information (see instructions)

☒ Report ☐ Resolution ☐ Contract (check the box below if signature required)

☐ Other - please list (**Note:** multi-media presentations due to Tribal Clerk 2 days prior to meeting)

1.

2.

3.

4.

☐ Business Committee signature required

5. Submission Authorization

Authorized sponsor (choose one): Patrick Pelky, Division Director/EHS

Requestor (if different from above): Lori Elm, DOLM Office Manager

Name, Title / Dept. or Tribal Member

Additional signature (as needed):

Name, Title / Dept.

Additional signature (as needed):

Name, Title / Dept.

1) Save a copy of this form in a pdf format.
2) Email this form and all supporting materials to: BC_Agenda_Requests@oneidanation.org

Land Commission–(Oct-Dec, 2014) 4th quarter report

FIRST QUARTER IMPRESSION: This quarter has been filled with expectations and information on how to achieve goals in an efficient and effective manner.

New Member; Bart Cornelius, is a great asset to the commission bringing in new vibrant qualities. Overall, expectations are quite high for FY 2015 Land Commission.

The moratorium is still in place until April, 2015. Procedural exceptions have been granted by the OBC and the Land Commission will continue to move forward in acquiring land to benefit the Tribe and Tribal members.

MEETING CANCELLED

Oneida Land Commission Members

Officers:

Amelia Cornelius, Chair
Rae Skenandore, V[illegible]
Lloyd Powless, Secretary

Members:

Donald McLester
Sherrole Benton
Bart Cornelius
Vacant Position

MISSION

"The Land Commission is an elected body of policy makers for the Division of Land Management, overseeing land acquisition, leases, loan approvals, land use, probates and all other tribal land issues."

BC Liaison:

Ron "Tehassi" Hill, Jr. , OBC

Alternate:

Jennifer Webster, OBC

LAND ACQUIRED

- 12.77 acres 1ST quarter
- 8 DREAM homes (1 Reacquired)
- 1 OHA home
- 2.04 Vacant land
- Currently Own 38.3% Or 25,072.48 Acres Of Original Reservation 65,400 Acres

Meetings:

Regular Meetings held the 2nd Monday of each month; Acquisition Meetings held the 4th Monday of each month.

Strategy Meetings were held once a month for 3 months

8 Meetings were held:

- 3 Regular
- 2 Acquisition
- 3 Strategy
- 0 Hearings

MEETING CANCELLED

BC Collaborations

- Next Joint meeting with Business Committee is scheduled for Thursday, March 19, 2015 at the BCCR

POINTS OF INTEREST

- strategies for land acquisition–met with ; Oneida Housing Authority, Development Division, Division of Land Management, Retail, gaming, Oneida Nation Farms, internal services and Environmental to assist in developing strategies
- Developing specific considerations for acquisitions
- Developing an SOP for meeting cancellations
- Scheduling summit to review strategies for the new York properties
- Review Land Commission By-Laws to ensure they accurately reflect duties and responsibilities
- Reviewing processes and agreements to ensure that decisions are made in the best interest of the tribe
  - √ acquisition Process & considerations
  - √ Lease agreements and processes
- Contributing to the amendments and development of;
  - √ Real Property Law
  - √ Leasing Law

Land commission oversight

- Residential Leases
- Commercial Leases
- Agricultural Leases
- Land Use Agreements
- Easements
- Mortgage Loans
- Home Equity Loans
- ⇒ AND all other Land issues that may arise

Communication to Community

BC Action Needed: Request BC to accept the Land Commission 1st Quarter report