



Oneida Business Committee

Regular Meeting
8:30 AM Wednesday, November 10, 2021
BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

Meeting agenda is available here: oneida-nsn.gov/government/business-committee/agendas-packets/. Materials for the "General Tribal Council" section of the agenda, if any, are available to enrolled members of the Oneida Nation; to obtain a copy, visit the BC Support Office, 2nd floor, Norbert Hill Center and present a valid Tribal I.D. or go to <https://goo.gl/uLp2jE>. Scheduled times are subject to change.

NOTICE

Effective August 20, 2021, the Norbert Hill Center Administrative Offices are closed to the public; this include OBC meetings. Any person who has comments or questions regarding open session items may submit them via e-mail to the OBC at secretary@oneidanation.org no later than the close of business the day before the OBC meeting. Any comments or questions received shall be noticed to the OBC and entered into the record as a handout by the BC Support Office. The meeting will also be conducted using Microsoft Teams, please contact the BC Support Office at 920-869-4364 for instructions on how to join virtually.

The decision to close Norbert Hill Center Administrative Offices to the public is due to both the rise in COVID-19 cases throughout both Brown and Outagamie Counties, as well as to ensure compliance with protocols relating to public access to the Oneida Nation High School.

I. CALL TO ORDER

II. OPENING

III. ADOPT THE AGENDA

IV. OATH OF OFFICE

- A. **Oneida Nation School Board - Aaron Manders**
Sponsor: Lisa Liggins, Secretary
- B. **Oneida Police Commission - Jeanette Ninham**
Sponsor: Lisa Liggins, Secretary
- C. **Oneida Trust Enrollment Committee - Geraldine Danforth and Sandra Skenadore**
Sponsor: Lisa Liggins, Secretary

V. MINUTES

- A. Approve the October 27, 2021, regular Business Committee meeting minutes**
Sponsor: Lisa Liggins, Secretary

VI. RESOLUTIONS

- A. Adopt resolution entitled Extension of the Emergency Amendments to the Oneida Nation Gaming Ordinance**
Sponsor: David P. Jordan, Councilman
- B. Adopt resolution entitled Extension of the Emergency Amendments to the Budget Management and Control Law**
Sponsor: David P. Jordan, Councilman
- C. Adopt resolution entitled CY 2022 County Tribal Law Enforcement Grant – Brown County**
Sponsor: Rich Van Boxtel, Chair/Oneida Police Commission
- D. Adopt resolution entitled CY 2022 County Tribal Law Enforcement Grant – Outagamie County**
Sponsor: Rich Van Boxtel, Chair/Oneida Police Commission
- E. Enter the e-poll results into the record regarding the adoption of resolution # BC-11-01-21-A Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue**
Sponsor: Lisa Liggins, Secretary

VII. STANDING COMMITTEES

- A. COMMUNITY DEVELOPMENT PLANNING COMMITTEE**
- 1. Accept the September 2, 2021, regular Community Development Planning Committee meeting minutes**
Sponsor: Brandon Stevens, Vice-Chairman
- B. LEGISLATIVE OPERATING COMMITTEE**
- 1. Accept the October 20, 2021, regular Legislative Operating Committee meeting minutes**
Sponsor: David P. Jordan, Councilman
- C. QUALITY OF LIFE COMMITTEE**
- 1. Accept the September 16, 2021, regular Quality of Life Committee meeting minutes**
Sponsor: Marie Summers, Councilwoman

VIII. STANDING ITEMS**A. ARPA FRF Updates and Requests/Proposals**

1. **Adopt resolution entitled Obligation for Government Infrastructure, American Rescue Plan Act of 2021 Fiscal Recover Funds Lost Revenue**

Sponsor: Lisa Liggins, Secretary

IX. TRAVEL REQUESTS

- A. Approve the travel request - Vice-Chairman Brandon Stevens - National Indian Gaming Association Mid-Year Conference - Temecula, CA - November 14-17, 2021**

Sponsor: Brandon Stevens, Vice-Chairman

X. NEW BUSINESS

- A. Approve three (3) actions regarding the 2022 schedule**

Sponsor: Lisa Liggins, Secretary

- B. Schedule a special Business Committee on December 17, 2021, at 9:00 a.m. for the Year End Financial Statements**

Sponsor: David P. Jordan, Councilman

- C. Review the Sportsbook Rules of Play and determine appropriate next steps**

Sponsor: Mark A. Powless, Sr., Chair/Oneida Gaming Commission

XI. EXECUTIVE SESSION**A. REPORTS**

1. **Accept the Retail General Manager FY-2021 4th quarter report (10:00 a.m.)**

Sponsor: Debra Powless, Retail General Manager

2. **Accept the Human Resources FY-2021 4th quarter report (10:30 a.m.)**

Sponsor: Todd VanDen Heuvel, Executive HR Director

3. **Accept the Emergency Management FY-2021 4th quarter report (11:00 a.m.)**

Sponsor: Kaylynn Gresham, Director/Emergency Management

4. **Accept the preliminary September 2021 Treasurer's report (11:30 a.m.)**

Sponsor: Tina Danforth, Treasurer

5. **Joint Marketing FY-21 4th quarter report (not submitted)**

6. **Accept the Gaming General Manager FY-21 4th quarter report (1:30 p.m.)**
Sponsor: Louise Cornelius, Gaming General Manager
7. **Accept the November 2021 Sports Wagering implementation update (2:00 p.m.)**
Sponsor: Louise Cornelius, Gaming General Manager
8. **Accept the Chief Counsel report**
Sponsor: Jo Anne House, Chief Counsel
9. **Accept the General Manager report**
Sponsor: Mark W. Powless, General Manager

B. AUDIT COMMITTEE

1. **Accept the September 16, 2021, regular Audit Committee meeting minutes**
Sponsor: David P. Jordan, Councilman
2. **Accept the Cage/Vault/Kiosk compliance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
3. **Accept the Drop and Count compliance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
4. **Accept the Table Games compliance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
5. **Accept the Title 31 compliance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
6. **Accept the Card Games/Poker Rules of Play compliance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
7. **Accept the Craps Rules of Play compliance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
8. **Accept the Child Support performance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
9. **Accept the Legislative Operating Committee performance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman

C. NEW BUSINESS

1. **Accept two (2) draft Security Department standard operating procedures as information (9:30 a.m.)**
Sponsor: Katsi Danforth, Security Director
2. **Approve three (3) actions regarding 2021 Annual Project/Goal #3 for BCDR10 (2:30 p.m.)**
Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs
3. **Approve a limited waiver of sovereign immunity - Brown Advisory LLC Investment Advisory Agreement - file # 2021-0690**
Sponsor: Jennifer Webster, Councilwoman
4. **Approve the revised addendum A for DR09 employment contract - file # 2021-0563**
Sponsor: Jessica Vandekamp, Employee Relations Representative

XII. ADJOURN

Posted on the Oneida Nation's official website, www.oneida-nsn.gov pursuant to the Open Records and Open Meetings law (§ 107.14.)

The meeting packet of the open session materials for this meeting is available by going to the Oneida Nation's official website at: oneida-nsn.gov/government/business-committee/agendas-packets/

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

Oneida Nation School Board - Aaron Manders

Business Committee Agenda Request**1. Meeting Date Requested:** 11/10/21**2. General Information:**Session: ☒ Open ☐ Executive – must qualify under §107.4-1.Justification: *Choose reason for Executive.***3. Supporting Documents:**

- | | | |
|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:


- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:Authorized Sponsor: Lisa Liggins, SecretaryPrimary Requestor: Brooke Doxtator, BCC SupervisorAdditional Requestor: (Name, Title/Entity)Additional Requestor: (Name, Title/Entity)Submitted By: BDOXTAT1



Memorandum

TO: Oneida Business Committee

FROM: Brooke Doxtator, BCC Supervisor 

DATE: November 3, 2021

RE: Oath of Office – Oneida Nation School Board

Background

On October 27, 2021 the Oneida Business Committee appointed Aaron Manders to the Oneida Nation School Board.

Oneida Police Commission - Jeanette Ninham

Business Committee Agenda Request**1. Meeting Date Requested:** 11/10/21**2. General Information:**Session: ☒ Open ☐ Executive – must qualify under §107.4-1.Justification: *Choose reason for Executive.***3. Supporting Documents:**

- | | | |
|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
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| <input type="checkbox"/> Other: <i>Describe</i> | | |

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- | | | |
|--|--|-------------------------------------|
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| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:Authorized Sponsor: Lisa Liggins, SecretaryPrimary Requestor: Brooke Doxtator, BCC SupervisorAdditional Requestor: (Name, Title/Entity)Additional Requestor: (Name, Title/Entity)Submitted By: BDOXTAT1



Memorandum

TO: Oneida Business Committee

FROM: Brooke Doxtator, BCC Supervisor 

DATE: November 3, 2021

RE: Oath of Office – Oneida Police Commission

Background

On October 27, 2021 the Oneida Business Committee appointed Jeanette Ninham to the Oneida Police Commission.

Oneida Trust Enrollment Committee - Geraldine Danforth and Sandra Skenadore

Business Committee Agenda Request

1. Meeting Date Requested: 11/10/21

2. General Information:

Session: ☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

- | | | |
|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
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| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:

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|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: Brooke Doxtator, BCC Supervisor

Additional Requestor: (Name, Title/Entity)


Additional Requestor: (Name, Title/Entity)

Submitted By: BDOXTAT1



Memorandum

TO: Oneida Business Committee

FROM: Brooke Doxtator, BCC Supervisor 

DATE: November 3, 2021

RE: Oath of Office – Oneida Trust Enrollment Committee

Background

On October 27, 2021 the Oneida Business Committee appointed Geraldine Danforth and Sandra Skenadore to the Oneida Trust Enrollment Committee.

Approve the October 27, 2021, regular Business Committee meeting minutes

Business Committee Agenda Request

1. Meeting Date Requested: 11/10/21

2. General Information:

Session: ☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

- | | | |
|---|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input checked="" type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: LLIGGINS

DRAFT**Oneida Business Committee**

Regular Meeting
8:30 AM Wednesday, October 27, 2021
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes**REGULAR MEETING**

Present: Chairman Tehassi Hill, Secretary Lisa Liggins, Council members: Daniel Guzman King (via Microsoft Teams¹), David P. Jordan, Marie Summers (via Microsoft Teams), Jennifer Webster;

Not Present: Vice-Chairman Brandon Stevens, Councilman Kirby Metoxen;

Arrived at: Treasurer Tina Danforth at 2:00 p.m.;

Others present: Jo Anne House, Ralinda Ninham-Lamberies, Mark W. Powless (via Microsoft Teams), Melinda J. Danforth (via Microsoft Teams), Danelle Wilson (via Microsoft Teams), Kristen Hooker, Layatalati Hill, Rodney Dequaine, Lisa Summers, Brooke Doxtator, Justin Nishimoto, Michele Yantes (via Microsoft Teams), Amy Dequaine (via Microsoft Teams), Jeanette Dequaine (via Microsoft Teams), Chris Brooks (via Microsoft Teams), Rhiannon Metoxen (via Microsoft Teams), Carmen Vanlanen (via Microsoft Teams), Michael Debraska (via Microsoft Teams), Pixie Degrand (via Microsoft Teams), Jessica Vandekamp (via Microsoft Teams), Kristal Hill (via Microsoft Teams), Lori Hill (via Microsoft Teams), Nancy Barton (via Microsoft Teams), Clorissa Santiago (via Microsoft Teams), Michelle Danforth-Anderson (via Microsoft Teams), Krista Denny (via Microsoft Teams), Debra Powless (via Microsoft Teams), Carey Gleason (via Microsoft Teams), Todd Vanden Heuvel (via Microsoft Teams);

I. CALL TO ORDER

Meeting called to order by Chairman Tehassi Hill at 8:36 a.m.

For the record: Vice-Chairman Brandon Stevens is on approved travel to the 2021 Board of Regents Meeting in Lawrence, KS. Treasurer Tina Danforth is out this morning on personal time. Councilman Kirby Metoxen is on approval travel to the Annual American Indian Tourism Conference in Scottsdale, AZ. Councilwoman Jennifer Webster is excused at 10:00 a.m. to attend the Quarterly Administration for Children and Families Tribal Advisory Committee meeting.

II. OPENING (00:00:09)

Opening provided by Chairman Tehassi Hill.

III. ADOPT THE AGENDA (00:05:02)

Motion by Lisa Liggins to adopt the agenda as presented, seconded by Jennifer Webster. Motion carried:

Ayes:	Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers, Jennifer Webster
Not Present:	Tina Danforth, Kirby Metoxen, Brandon Stevens

¹ Microsoft Teams is software which provides a communication and collaboration platform for workplace chat, file sharing, and video meetings.

DRAFT

IV. OATH OF OFFICE (00:07:15)

Oath of office for the Family Court Judge - Judiciary administered by Chief Judge of the Trial Court Layatalati Hill. Rodney Dequaine was present.

A. Family Court Judge - Judiciary - Rodney Dequaine

Sponsor: Lisa Liggins, Secretary

Oath of office for the Agent administered by Secretary Lisa Liggins. Justin Nishimoto was present.

B. Oneida Golf Enterprise Agent - Justin Nishimoto

Sponsor: Lisa Liggins, Secretary

V. MINUTES

A. Approve the October 13, 2021, regular Business Committee meeting minutes (00:10:56)

Sponsor: Lisa Liggins, Secretary

Motion by Jennifer Webster to approve the October 13, 2021, regular Business Committee meeting minutes, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers, Jennifer Webster

Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

B. Approve the October 20, 2021, special Business Committee meeting minutes (00:11:28)

Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan to approve the October 20, 2021, special Business Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers, Jennifer Webster

Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

VI. RESOLUTIONS

A. Adopt resolution entitled Extension of the Emergency Amendments to the Pardon and Forgiveness Law (00:11:57)

Sponsor: David P. Jordan, Councilman

Motion by Jennifer Webster to adopt resolution 10-27-21-A Extension of the Emergency Amendments to the Pardon and Forgiveness Law, seconded by Lisa Liggins. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers, Jennifer Webster

Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

DRAFT

- B. Adopt resolution entitled Opposing Enbridge's Construction of Pipelines 3 and 5 (00:17:36)**
Sponsor: Daniel Guzman King, Councilman

Motion by Jennifer Webster to adopt resolution 10-27-21-B Opposing Enbridge's Construction of Pipelines 3 and 5, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers, Jennifer Webster
Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

- C. Adopt resolution entitled Amending Fiscal Year 2022 budget approval timelines provided in BC resolution # 09-22-21-E Continue to Operate Fiscal Year 2022 (00:26:42)**
Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan to adopt resolution 10-27-21-C Amending Fiscal Year 2022 budget approval timelines provided in BC resolution # 09-22-21-E Continue to Operate Fiscal Year 2022, including the date of December 2021 in line 26, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Marie Summers, Jennifer Webster
Abstained: Lisa Liggins
Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

VII. APPOINTMENTS

- A. Determine next steps regarding five (5) vacancies - Oneida Nation School Board (00:32:33); (02:02:59)**
Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to defer this item until after executive session, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers, Jennifer Webster
Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

Item VII.B was addressed next.

Motion by Lisa Liggins to accept the selected applicant and appoint Aaron Manders to the Oneida Nation School Board with a term ending July 31, 2023 and to request the Secretary to re-post the remaining vacancies, seconded by Marie Summers. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers
Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

Item VII.B. was re-addressed next.

DRAFT**B. Determine next steps regarding one (1) vacancy - Oneida Police Commission (00:32:33); (02:03:40)**

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to defer this item until after executive session, seconded by Jennifer Webster.
Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers,
Jennifer Webster
Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

Item VII.C. was addressed next.

Motion by Lisa Liggins to accept the selected applicant and appoint Jeanette Ninham to the Oneida Police Commission with a term ending July 31, 2022, seconded by David P. Jordan. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,
Marie Summers
Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

Item VII.C. was re-addressed next.

C. Determine next steps regarding two (2) vacancies - Oneida Trust Enrollment Committee (00:32:33); (02:04:12)

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to defer this item until after executive session, seconded by Jennifer Webster.
Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers,
Jennifer Webster
Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

Item VIII.A.1. was addressed next.

Motion by Lisa Liggins to accept the selected applicants and appoint Geraldine Danforth and Sandra Skenadore to the Oneida Trust Enrollment Committee with terms ending July 31, 2024 and July 31, 2023, respectively, seconded by Tina Danforth. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,
Marie Summers
Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

Item XII.A.1. was addressed next.

DRAFT**VIII. STANDING COMMITTEES****A. FINANCE COMMITTEE**

1. **Accept the October 4, 2021, regular Finance Committee meeting minutes (00:33:15)**

Sponsor: Tina Danforth, Treasurer

Motion by Jennifer Webster to accept the October 4, 2021, regular Finance Committee meeting minutes, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers, Jennifer Webster

Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

2. **Accept the October 21, 2021, regular Finance Committee meeting minutes (00:33:44)**

Sponsor: Tina Danforth, Treasurer

Motion by Jennifer Webster to accept the October 21, 2021, regular Finance Committee meeting minutes, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers, Jennifer Webster

Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

B. LEGISLATIVE OPERATING COMMITTEE

1. **Accept the October 6, 2021, Legislative Operating Committee meeting minutes (00:34:11)**

Sponsor: David P. Jordan, Councilman

Motion by David P. Jordan to accept the October 6, 2021, Legislative Operating Committee meeting minutes, seconded by Lisa Liggins. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers, Jennifer Webster

Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

C. QUALITY OF LIFE COMMITTEE

1. **Approve the revised Quality of Life Committee charter (00:35:21)**

Sponsor: Marie Summers, Councilwoman

Motion by David P. Jordan to approve the revised Quality of Life Committee charter, seconded by Lisa Liggins. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers, Jennifer Webster

Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens

DRAFT

IX. STANDING ITEMS

A. ARPA FRF Updates and Requests/Proposals

1. Consider request for an ARPA GWE payment for December 2021 (00:49:14)

Sponsor: Michael Debraska, Tribal Member

Councilwoman Marie Summers left at 9:57 a.m.

Councilwoman Marie Summers returned at 10:02 a.m.

Councilwoman Jennifer Webster left 10:03 a.m. to attend the Quarterly Administration for Children and Families Tribal Advisory Committee meeting.

Motion by Lisa Liggins to accept the request for an ARPA GWE payment for December 2021 as information, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers
Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens, Jennifer Webster

X. NEW BUSINESS

A. Research Request: Gleason et al-Univ. of Minnesota-Addressing Alzheimer's Disease and Related Dementias Disparities: Indigenous Adaptation of the Mild Behavioral Impairment Checklist (IAMBIC) - Review recommendation and determine next steps (01:56:20)

Sponsor: Mark W. Powless, General Manager

Motion by Lisa Liggins to approve the research request from Gleason et al through the University of Minnesota named Addressing Alzheimer's Disease and Related Dementias Disparities: Indigenous Adaptation of the Mild Behavioral Impairment Checklist (IAMBIC) in accordance with BC resolution # 05-08-19-A noting the recommendation was submitted by the Comprehensive Health Medical Director, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers
Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens, Jennifer Webster

B. Review the Poker Rules of Play and determine appropriate next steps (01:58:55)

Sponsor: Mark A. Powless, Sr., Chairman/Oneida Gaming Commission

Motion by Lisa Liggins to accept the notice of the Poker Rules of Play amendments, approved by the Oneida Gaming Commission on October 12, 2021, and to direct notice to the Oneida Gaming Commission there are no requested revisions under section 501.6-14(d), seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers
Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens, Jennifer Webster

DRAFT

C. Post one (1) vacancy - Oneida Nation Arts Board (01:59:56)

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to post one (1) vacancy for the Oneida Nation Arts Board, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers
Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens, Jennifer Webster

XI. GENERAL TRIBAL COUNCIL**A. Schedule a special Business Committee meeting on November 5, 2021, to determine next steps regarding the November 15, 2021, tentatively scheduled special General Tribal Council meeting (02:00:33)**

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to schedule a special Business Committee meeting on November 5, 2021, to determine next steps regarding the November 15, 2021, tentatively scheduled special General Tribal Council meeting, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers
Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens, Jennifer Webster

XII. EXECUTIVE SESSION (02:01:52)

Motion by David P. Jordan to go into executive session at 10:38 a.m., seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers
Not Present: Tina Danforth, Kirby Metoxen, Brandon Stevens, Jennifer Webster

Councilwoman Marie Summers changed from virtual attendance to in person.

The Oneida Business Committee, by consensus, recessed at 12:24 p.m. to 2:00 p.m.

Meeting called to by Chairman Tehassi Hill at 2:00 p.m.

Roll call for the record:

Present: Treasurer Tina Danforth; Councilman Daniel Guzman King (via Microsoft Teams); Chairman Tehassi Hill; Councilman David P. Jordan; Secretary Lisa Liggins; Councilwoman Marie Summers;

Not Present: Councilman Kirby Metoxen; Vice-Chairman Brandon Stevens; Councilwoman Jennifer Webster;

Motion by Daniel Guzman King to come out of executive session at 2:44 p.m., seconded by Marie Summers. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers
Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

Item VII.A. was re-addressed next.

DRAFT**A. REPORTS****1. Accept the Intergovernmental Affairs, Communications, and Self-Governance October 2021 report (02:05:06)**

Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

Motion by Lisa Liggins to accept the Intergovernmental Affairs, Communications, and Self-Governance October 2021 report, seconded by Marie Summers. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers

Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

2. Accept the General Manager report (02:05:29)

Sponsor: Mark W. Powless, General Manager

Motion by Lisa Liggins to accept the General Manager report, seconded by Marie Summers. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers

Abstained: Tina Danforth

Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

3. Accept the Chief Counsel report (02:05:54)

Sponsor: Jo Anne House, Chief Counsel

Motion by Marie Summers to accept the Chief Counsel report, seconded by Lisa Liggins. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers

Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

B. NEW BUSINESS**1. Approve the attorney contract - Legislative Reference Office staff attorney - file # 2021-0743 (02:06:21)**

Sponsor: Jessica Vandekamp, Employee Relations Representative

Motion by David P. Jordan to approve the attorney contract for the Legislative Reference Office staff attorney - file # 2021-0743, seconded by Marie Summers. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins, Marie Summers

Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

DRAFT**2. Approve the performance expectations - attachment A and 2021-2022 annual projects & targets for DR14 (02:06:45)**

Sponsor: Jessica Vandekamp, Employee Relations Representative

Motion by Lisa Liggins to approve the performance expectations - attachment A and 2021-2022 annual projects & targets for DR14, seconded by David P. Jordan. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,
Marie Summers

Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

3. Review the job position assessment report and determine next steps (02:07:15)

Sponsor: Jessica Vandekamp, Employee Relations Representative

Motion by David P. Jordan to accept the job position assessment report, seconded by Lisa Liggins. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,
Marie Summers

Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

4. Review application(s) for five (5) vacancies - Oneida Nation School Board (02:07:38)

Sponsor: Lisa Liggins, Secretary

Motion by Marie Summers to accept the discussion regarding the Oneida Nation School Board application as information, seconded by David P. Jordan. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,
Marie Summers

Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

5. Review application(s) for one (1) vacancy - Oneida Police Commission (02:07:58)

Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan to accept the discussion regarding the Oneida Police Commission application as information, seconded by Marie Summers. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,
Marie Summers

Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

6. Review application(s) for two (2) vacancies - Oneida Trust Enrollment Committee (02:08:18)

Sponsor: Lisa Liggins, Secretary

Motion by David P. Jordan to accept the discussion regarding the Oneida Trust Enrollment Committee applications as information, seconded by Lisa Liggins. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,
Marie Summers

Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

DRAFT**7. Consider a tribal member concern related to 105.7-4 (02:08:41)**

Sponsor: Lisa Liggins, Secretary

Motion by Lisa Liggins to accept the tribal member concern related to 105.7-4 as information, seconded by Tina Danforth. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,
Marie Summers

Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

XIII. ADJOURN (02:09:25)

Motion by Marie Summers to adjourn at 2:51 p.m., seconded by Lisa Liggins. Motion carried:

Ayes: Tina Danforth, Daniel Guzman King, David P. Jordan, Lisa Liggins,
Marie Summers

Not Present: Kirby Metoxen, Brandon Stevens, Jennifer Webster

Minutes prepared by Lisa Liggins, Secretary.
Minutes approved as presented on _____.

Lisa Liggins, Secretary
ONEIDA BUSINESS COMMITTEE

Oneida Business Committee Agenda Request

Adopt resolution entitled Extension of the Emergency Amendments to the Oneida Nation Gaming Ordinance

1. Meeting Date Requested: 11 / 10 / 21

2. General Information:

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

Agenda Header: Resolutions

- ☐ Accept as Information only
☒ Action - please describe:

Adopt the resolution entitled, "Extension of the Emergency Amendments to the Oneida Nation Gaming Ordinance"

3. Supporting Materials

- ☐ Report ☐ Resolution ☐ Contract
☒ Other:

- | | |
|-----------------------------|------------------------------|
| 1. Emergency Extension Memo | 3. Emergency Extension Draft |
| 2. Statement of Effect | 4. |

☐ Business Committee signature required

4. Budget Information

- ☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison: David P. Jordan, Councilmember

Primary Requestor/Submitter: Kristen M. Hooker, LRO Staff Attorney
Your Name, Title / Dept. or Tribal Member

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.



Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54155-0365
Oneida-nsn.gov



TO: Oneida Business Committee
FROM: David P. Jordan, LOC Chairperson
DATE: November 10, 2021
RE: Extension of the Oneida Nation Gaming Ordinance Emergency Amendments

Please find the following attached backup documentation for your consideration of the extension of the Oneida Nation Gaming Ordinance Emergency Amendments:

1. Resolution: Extension of the Emergency Amendments to the Oneida Nation Gaming Ordinance
2. Statement of Effect: Extension of the Emergency Amendments to the Oneida Nation Gaming Ordinance
3. Oneida Nation Gaming Ordinance

Overview

Emergency amendments to the Oneida Nation Gaming Ordinance (“ONGO”) were adopted by the Oneida Business Committee (“OBC”) through resolution BC-05-12-21-D to protect the Nation against potential exposure to litigation/legal claims relating to ONGO’s placement of the Gaming Security Department (“Security”) within the Nation’s organizational structure. More specifically, the emergency amendments removed an avenue for potential liability that had arisen with respect to Security being placed under the Oneida Police Department in section 501.9-1 of ONGO by temporarily reassigning Security to the OBC while a more appropriate permanent placement could be established and vetted, absent the risks that existed under the status quo. [5 O.C. 501.9-1].

The OBC can temporarily enact legislation when it is necessary for the immediate preservation of the public health, safety, or general welfare of the Reservation population, and the amendment of the legislation is required sooner than would be possible under the Legislative Procedures Act (“LPA”). [1 O.C. 109.9-5].

The emergency amendments to ONGO were necessary for the preservation of the general welfare of the Reservation population. The emergency amendments were needed to shield the Reservation population against the legal risks that existed with respect to the previous placement of Security within the Nation’s organizational structure. By re-assigning Security to the OBC on a temporary basis, it expeditiously disposed of the legal risk, as well as the cost of having to defend claims relating thereto, while affording the organization time to establish a more appropriate permanent placement for Security under section 501.9-1 of ONGO.

Additionally, observance of the requirements under the LPA for the adoption of the emergency amendments was contrary to the public interest. So long as Security remained under the Oneida Police Department, the potential existed for claims relating thereto to be raised against the Nation,

which, even if successfully defended against in the end, would have still cost the Nation money that could be put towards a use more beneficial to the Reservation population. Given the ease within which claims can be filed, regardless of merit, the process and requirements of the LPA could not be completed in time to ensure against the financial burden that the Nation could have incurred in defense costs if this issue was not expeditiously resolved before a more permanent solution was established and properly vetted by the appropriate individuals within the organization.

The emergency amendments to ONGO will expire on November 12, 2021. The LPA allows the OBC to extend emergency amendments for an additional six (6) month time period. *[1 O.C. 109.9-5(b)]*. A six (6) month extension of the emergency amendments to ONGO is being requested because the Legislative Operating Committee, along with the workgroup of individuals within the organization that were chosen to assist in the process, is still developing the area under which Security will be permanently placed within section 501.9-1 of ONGO and needs the additional window of time to complete the task without the legal risks that would exist if the law reverted back to its pre-emergency amendment version.

The extension of the emergency amendments to ONGO will become effective on November 12, 2021, when the emergency amendments as adopted by resolution BC-05-12-21-D expire and will remain in effect for an additional six (6) month term which will end on May 12, 2022. Per the LPA, a fiscal impact statement and public meeting are not required for emergency legislation. *[1 O.C. 109.9-5(a)]*.

Requested Action

Adopt the Resolution: Extension of the Emergency Amendments to the Oneida Nation Gaming Ordinance.

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution

Extension of the Emergency Amendments to the Oneida Nation Gaming Ordinance

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Nation Gaming Ordinance (“ONGO”) was adopted by the Oneida General Tribal Council through resolution GTC-07-05-04-A; subsequently amended by the Oneida Business Committee through the adoption of resolutions BC-10-06-04-D, BC-03-23-05-C, BC-09-23-09-D, BC-06-24-14-B and BC-09-09-15-A; and most recently amended by the Oneida Business Committee on an emergency basis through the adoption of resolution BC-05-12-21-D; and
- WHEREAS,** the purpose of ONGO is to govern all Gaming Activities that occur on lands under the jurisdiction of the Nation and all individuals or entities that engage in said Gaming Activities, including those who provide goods or services to persons or entities engaged in Gaming Activities; and
- WHEREAS,** section 501.9 of ONGO assigns certain responsibilities to the Gaming Security Department (“Security”) that are meant to protect Gaming assets, patrons and Gaming Employees from an activity, repeat activity or ongoing activities which could injure or jeopardize Gaming assets, patrons and Gaming Employees; and
- WHEREAS,** in late 2020, the Oneida Law Office raised concerns over a possible legal issue regarding the placement of Security under the Oneida Police Department in section 501.9-1 of ONGO that could expose the Nation to unnecessary litigation costs, regardless of merit; and
- WHEREAS,** on May 12, 2021, the Oneida Business Committee adopted emergency amendments to ONGO that expeditiously disposed of the issue by temporarily reassigning Security to the Oneida Business Committee so that the Nation could explore a more appropriate option to permanently place it, without worrying about the legal risks that existed under the status quo; and
- WHEREAS,** the Legislative Procedures Act (“LPA”) authorizes the Oneida Business Committee to enact legislation on an emergency basis, to be in effect for a period of six (6) months, renewable for an additional six (6) months; and
- WHEREAS,** emergency adoption of temporary legislation is allowed when necessary for the immediate preservation of the public health, safety or general welfare of the Reservation population, and the amendment of the legislation is required sooner than would be possible under the LPA; and

WHEREAS, emergency amendments to ONGO were necessary for the preservation of the general welfare of the Reservation population to shield it against the legal risk that existed with respect to the placement of Security within the organizational structure of the Nation; and

WHEREAS, by temporarily reassigning Security to the Oneida Business Committee, the legal risk was disposed of, as was the cost of having to defend claims that could have been raised absent the emergency amendments, even if said claims/legal theories were without merit; and

WHEREAS, observance of the requirements under the LPA for adoption of the emergency amendments was contrary to the public interest because: (1) so long as Security remained under the Oneida Police Department, potential existed for claims relating thereto to be raised against the Nation, which, even if successfully defended against, would have still cost the Nation money that could be put towards a use more beneficial to the Reservation population; and (2) given the ease within which claims can be filed, regardless of merit, the process and requirements of the LPA could not be completed in time to ensure against the financial burden the Nation could have suffered in defense costs if the issue was not expeditiously resolved before a more permanent solution was established and vetted by the appropriate individuals within the organization; and

WHEREAS, the emergency amendments to ONGO will expire on November 12, 2021 if not extended for an additional six (6) month period in accordance with the LPA; and

WHEREAS, a six (6) month extension of the emergency amendments to ONGO is being requested because the Legislative Operating Committee, along with the workgroup of individuals within the organization it chose to assist in the process, is still developing the area under which Security will be permanently placed within section 501.9-1 of ONGO and needs the added window of time to complete the task without the legal risks that would exist if ONGO was to revert back to its previous state; and

WHEREAS, the extension of the emergency amendments to ONGO will become effective on November 12, 2021, when the emergency amendments as adopted by resolution BC-05-12-21-D expire, and will remain in effect for an additional six (6) month term which will end on May 12, 2022; and

WHEREAS, the LPA does not require a public meeting or fiscal impact statement when considering emergency legislation; and

NOW THEREFORE BE IT RESOLVED, the emergency amendments to the Oneida Nation Gaming Ordinance are hereby extended for an additional six (6) months, effective November 12, 2021, and shall expire May 12, 2022.



Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54155-0365
Oneida-nsn.gov



Statement of Effect

Extension of the Emergency Amendments to the Oneida Nation Gaming Ordinance

Summary

This resolution extends the emergency amendments to the Oneida Nation Gaming Ordinance, as adopted through resolution BC-05-12-21-D, for an additional six (6) months in accordance with the Legislative Procedures Act.

Submitted by: Kristen M. Hooker, Staff Attorney, Legislative Reference Office

Date: October 29, 2021

Analysis by the Legislative Reference Office

This resolution extends the emergency amendments to the Oneida Nation Gaming Ordinance for an additional six (6) month term. The Oneida Nation Gaming Ordinance (“ONGO”) was adopted to govern all Gaming Activities that occur on lands under the jurisdiction of the Nation and all individuals or entities that engage in said Gaming Activities, including those who provide goods or services to persons or entities engaged in Gaming Activities. [5 O.C. 501.1-1]. Section 501.9 of ONGO assigns certain responsibilities to the Gaming Security Department (“Security”) that are meant to protect Gaming assets, patrons and Gaming Employees from an activity, repeat activity or ongoing activities which could injure or jeopardize Gaming assets, patrons and Gaming Employees. [5 O.C. 501.9-1].

In late 2020, the Oneida Law Office raised concerns over a possible legal issue regarding the placement of Security under the Oneida Police Department in section 501.9 of ONGO that could expose the Nation to unnecessary litigation costs, regardless of merit. In response, on May 12, 2021, the Oneida Business Committee (“OBC”) adopted emergency amendments to ONGO that expeditiously disposed of the issue by temporarily reassigning Security to the OBC so that the Nation could explore a more appropriate option to permanently place it, without worrying about the legal risks that existed under the status quo.

The Legislative Procedures Act (“LPA”) allows the OBC to enact emergency legislation when it is necessary for the immediate preservation of the public health, safety or general welfare of the Reservation population and when enactment or amendment of legislation is required sooner than would be possible under the LPA. [1 O.C. 109.9-5].

According to the resolution, emergency amendments to ONGO were necessary for the preservation of the general welfare of the Reservation population to shield it against the legal risk that existed with respect to the placement of Security within the Nation’s organizational structure. Specifically, by temporarily reassigning Security to the OBC, the legal risk was disposed of, as was the cost of having to defend claims that could have been raised absent the emergency amendments, even if said claims/legal theories were without merit.

Additionally, the resolution provides that observance of the requirements under the LPA for adoption of the emergency amendments was contrary to the public interest because: (1) so long as Security remained under the Oneida Police Department, potential existed for claims relating thereto to be raised against the Nation, which, even if successfully defended against, would have still cost the Nation money that could be put towards a use more beneficial to the Reservation population; and (2) given the ease within which claims can be filed, regardless of merit, the process and requirements of the LPA could not be completed in time to ensure against the financial burden the Nation could have suffered in defense costs if the issue was not expeditiously resolved before a more permanent solution was established and vetted by the appropriate individuals within the organization.

The emergency amendments to ONGO are set to expire on November 12, 2021. The LPA allows the OBC to extend emergency amendments for an additional six (6) month time period. [*1 O.C. 109.9-5(b)*]. Through this resolution, a six (6) month extension of the emergency amendments to ONGO is being requested because the Legislative Operating Committee, along with the workgroup of individuals within the organization that it chose to assist in the process, is still developing the area under which Security will be permanently placed within section 501.9 of ONGO and needs the additional window of time to complete the task without the legal risks that would exist if ONGO reverted back to its previous state.

The LPA does not require a fiscal impact statement or public meeting for emergency legislation. [*1 O.C. 109.9-5(a)*].

Conclusion

Adoption of this resolution would not conflict with any of the Nation's laws. If adopted, the extension of the emergency amendments to ONGO will become effective on November 12, 2021, when the emergency amendments as adopted by resolution BC-05-12-21-D expire and will remain in effect for an additional six (6) month term which will end on May 12, 2022.

Title 5. Business - Chapter 501**Thatiwi·ʔStunya·tha Olihwa·ke***Matters of interest to where they make the money***ONEIDA NATION GAMING ORDINANCE**

501.1. Purpose and Policy	501.11. Licenses, Generally
501.2. Adoption, Amendment, Repeal	501.12. Gaming Employee License
501.3. Definitions	501.13. Gaming Services Licensing and Non-Gaming Services Permitting
501.4. Jurisdiction	501.14. Gaming Facility License
501.5. Oneida Business Committee: Powers and Duties	501.15. Gaming Operator License
501.6. Oneida Gaming Commission	501.16. Games
501.7. Gaming Surveillance: Powers, Duties and Limitations	501.17. Allocation of Gaming Funds
501.8. [Reserved for future use.]	501.18. Audits
501.9. Gaming Security Department	501.19. Enforcement and Penalties
501.10. Background Investigations	

501.1. Purpose and Policy

501.1-1. *Purpose.* The purpose of this Ordinance is to set forth the laws of the Oneida Nation regarding all Gaming Activities conducted within the jurisdiction set forth in this Ordinance. It is intended to govern the Gaming Activities of all persons, Gaming Employees, consultants, business entities, vendors, boards, committees, commissions and hearing bodies. This Ordinance does not authorize the operation of Gaming by a private person or private entity for gain. This Ordinance shall govern all Gaming Activities occurring on lands under the jurisdiction set forth in this Ordinance and all individuals or entities engaged in Gaming Activities, including those providing goods or services to any person or entity engaged in Gaming Activities.

501.1-2. *Policy.* It is the policy of this Ordinance to ensure that the Oneida Nation is the primary beneficiary of its Gaming Operations and has the sole proprietary interest; that Gaming Activities within the jurisdiction set forth in this Ordinance are conducted fairly and honestly; and that all internal departments, enterprises, officials and employees of the Nation work cooperatively to advance the best interests of the Nation, to protect its gaming resources, to protect the integrity of all Gaming Activities operated under the jurisdiction set forth in this Ordinance, and to ensure fairness of all games offered to the Nation's gaming patrons.

501.2. Adoption, Amendment, Repeal

501.2-1. This Ordinance was adopted by the Oneida General Tribal Council by resolution GTC-07-05-04-A; amended by resolutions BC-10-06-04-D, BC-3-23-05-C, BC-9-23-09-D, BC-06-25-14-B and BC-09-09-15-A; and emergency amended by resolution BC-05-12-21-D.

501.2-2. This Ordinance may be amended or repealed by the Oneida Business Committee and/or Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

501.2-3. Should a provision of this Ordinance or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this Ordinance which are considered to have legal force without the invalid portions.

501.2-4. In the event of a conflict between a provision of this Ordinance and a provision of another law, the provisions of this Ordinance shall control; provided, that this Ordinance repeals the following:

- (a) BC-04-21-89-D (Adoption of the Oneida Gaming Control Ordinance);
- (b) GTC-03-04-91-A (Establishing 7 elected Gaming Commissioners and Bingo standards);

- (c) GTC-07-06-92-A (Amendments to Gaming SOP Manual);
- (d) GTC-07-06-92-B (Adoption of the Comprehensive Gaming Ordinance);
- (e) BC-03-16-94-A (Comprehensive Gaming Ordinance Interpretation); and
- (f) BC-04-5-95-D (Amendments to the Comprehensive Gaming Ordinance).

501.2-5. This Ordinance is adopted under authority of the Constitution of the Oneida Nation.

501.2-6. *Preemptive Authority.* The Oneida Gaming Commission shall be the original hearing body authorized to hear licensing decisions as set forth in this Ordinance.

501.3. Definitions

501.3-1. This section shall govern the definitions of words and phrases used within this Ordinance. Words and phrases capitalized throughout this document refer to the defined words and phrases in this section. All words or phrases not defined herein shall be used in their ordinary and everyday sense.

(a) “Applicant” means any person or entity who has applied for a License from the Oneida Gaming Commission or the Oneida Business Committee.

(b) “Background Investigation” means a standard and thorough investigation conducted by the Nation in compliance with this Ordinance, Commission regulations, Oneida Gaming Minimum Internal Controls, the IGRA and the Compact. Such investigations may be in cooperation with federal, state, or Tribal law enforcement agencies.

(c) “Class I Gaming” means social games solely for prizes of minimal value or traditional forms of Indian gaming engaged in by individuals as a part of, or in connection with, Tribal ceremonies or celebrations.

(d) “Class II Gaming” means:

(1) The game of chance commonly known as bingo (whether or not electronic, computer or other technological aids are used in connection therewith) in which:

(A) The game is played for prizes, including monetary prizes, with cards bearing numbers or other designations.

(B) The holder of the card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined.

(C) The game is won by the first person covering a previously designated arrangement of numbers or designation on such cards, including (if played in the same location) pull-tabs, lotto, punch boards, tip jars, instant bingo and other games similar to bingo.

(2) Card games that:

(A) Are explicitly authorized by the laws of the State; or

(B) Are not explicitly prohibited by the laws of the State and are played at any location in the State, but only if such card games are played in conformity with laws and regulations (if any) of the State regarding hours or periods of operation of such card games or limitations on wagers or pot sizes in such card games. Class II Gaming does not include any banking card games, including baccarat, chemin de fer, or blackjack (twenty-one), or electronic or electro-mechanical facsimiles of any game of chance or slot machines of any kind.

(e) “Class III Gaming” means all forms of Gaming that are not Class I or Class II Gaming.

- (f) “Commission” means the Oneida Gaming Commission as established by this Ordinance.
- (g) “Commissioner” means a duly elected member of the Oneida Gaming Commission.
- (h) “Compact” means the 1991 Tribe-State Gaming Compact between the Nation and the State of Wisconsin, as amended and including any future amendments or successor compact entered into by the Nation and the State of Wisconsin and approved by the Secretary of the United States Department of Interior.
- (i) “Compliance Certificate” means a certificate issued by an agency with the authority and responsibility to enforce applicable environmental, health or safety standards, which states that a Gaming Facility complies with these standards.
- (j) “Environmental Assessment” means a document prepared and issued in compliance with the National Environmental Policy Act of 1969, 42 U.S.C. sec. 4321 *et seq.*, and all related federal regulations.
- (k) “Fraud” means any act of trickery or deceit used to or intended to gain control or possession of the property of another.
- (l) “Games, Gaming or Gaming Activity” means all forms of any activity, operation, or game of chance that is considered Class II or Class III Gaming, provided that this definition does not include Class I Gaming.
- (m) “Gaming Employee” means any person employed by a Gaming Operation.
- (n) “Gaming Facility or Gaming Facilities” means any location or structure, stationary or movable, wherein Gaming is permitted, performed, conducted or operated. Gaming Facility or Gaming Facilities does not include the site of a fair, carnival, exposition or similar occasion.
- (o) “Gaming Operation” means the conduct of Gaming Activities and related business activities in Gaming Facilities and areas where Gaming Employees are employed or assigned.
- (p) “Gaming Operator” means the Nation, an enterprise owned by the Nation, or such other entity of the Nation as the Nation may from time-to-time designate as the wholly-owned entity having full authority and responsibility for the operation and management of Gaming Operations.
- (q) “Gaming Services” means the provision of any goods and services, except legal services and accounting services, to a Gaming Operation, including, but not limited to, equipment, transportation, food, linens, janitorial supplies, maintenance, or security services.
- (r) “Indian Gaming Regulatory Act or IGRA” means Public Law 100-497, 102 Stat. 2426, 25 U.S.C. sec. 2701, *et seq.*, as amended.
- (s) “Judiciary” means the Oneida Nation Judiciary, which is the judicial system that was established by Oneida General Tribal Council resolution GTC-01-07-13-B to administer the judicial authorities and responsibilities of the Nation.
- (t) “License” means a certificate or other document that represents the grant of a revocable authorization to conduct the licensed activity. A License must be supported by a physical document, badge, certification or other physical manifestation of the issuance of the revocable authorization to conduct the licensed activity.
- (u) “Licensee” means a person or entity issued a valid License.
- (v) “Nation” means the Oneida Nation.
- (w) “NIGC” means the National Indian Gaming Commission.

- (x) “Oneida Business Committee” means the elected governing body of the Nation that exercises the authority delegated it by the Oneida General Tribal Council under Article IV of the Constitution and By-laws of the Oneida Nation, as may be amended from time-to-time hereafter.
- (y) “Oneida General Tribal Council” means the Nation’s governing body, as established by the Constitution and By-laws of the Oneida Nation and as may be amended from time-to-time hereafter.
- (z) “Ordinance or ONGO” means the Oneida Nation Gaming Ordinance, as may be amended from time-to-time hereafter.
- (aa) “Regulatory Incident” means the occurrence of any event giving rise to a potential or alleged non-compliance with a gaming regulation, ordinance, law or policy involving any person or Licensee on the premises of a Gaming Facility.
- (bb) “Remediation” means efforts taken to reduce the source and migration of environmental contaminants at a site.
- (cc) “Reservation” means all lands within the exterior boundaries of the Reservation of the Oneida Nation, as created pursuant to the 1838 Treaty with the Oneida 7 Stat. 566, and any lands added thereto pursuant to federal law.
- (dd) “Senior Gaming Management” means the gaming general manager, assistant gaming general managers, gaming directors and assistant gaming directors.
- (ee) “State” means the State of Wisconsin, along with its authorized officials, agents and representatives.
- (ff) “Tribal Fee Land” means all land to which the Nation holds title in fee simple.
- (gg) “Tribal Trust Land” means all land to which the United States holds title for the benefit of the Nation pursuant to federal law.

501.4. Jurisdiction

501.4-1. *Territorial Jurisdiction.* This Ordinance extends to all land within the exterior boundaries of the Reservation.

501.4-2. *Subject Matter Jurisdiction.* This Ordinance applies to all Gaming conducted within the territorial jurisdiction of the Nation as set forth in section 501.4-1.

501.4-3. *Personal Jurisdiction.* This Ordinance governs:

- (a) The Nation;
- (b) Members of the Nation; and
- (c) Individuals and businesses leasing, occupying, or otherwise using Tribal Fee Land on the Reservation and all Tribal Trust Land.

501.5. Oneida Business Committee: Powers and Duties

501.5-1. The Oneida Business Committee retains the power and duty to enter into agreements or compacts with the State under the Indian Gaming Regulatory Act.

501.5-2. The Oneida Business Committee retains the power and duty to enter into agreements with local governments and other Tribal governments for services or cooperative ventures for the Gaming Operations.

501.5-3. The Oneida Business Committee has the exclusive power and duty to enter into contracts and agreements affecting the assets of the Nation, except for those assets that were placed under the responsibility of the Oneida Land Commission under Chapter 67 of the Real Property law.

501.5-4. The Oneida Business Committee delegates to the Commission, in section 501.6-14 of this Ordinance, certain authorities and responsibilities for the regulation of Gaming Activities, Gaming Operations, Gaming Operators, Gaming Employees, Gaming Facilities, Gaming Services, and the enforcement of laws and regulations.

501.5-5. The Oneida Business Committee retains the duty and responsibility to safeguard all funds generated by the Gaming Operations and all other authorities and responsibilities not delegated by a specific provision of this Ordinance.

501.5-6. The Chairperson of the Nation must be the designated and registered agent to receive notice of violations, orders, or determinations which are issued pursuant to the Indian Gaming Regulatory Act and the Compact.

501.6. Oneida Gaming Commission

501.6-1. *Establishment and Purpose.* The Oneida Business Committee has established the Oneida Gaming Commission for the purpose of regulating all Gaming Activities. The Commission is an elected body comprised of four (4) members, provided that, the Oneida Business Committee may, upon request of the Commission, increase the number of Commissioners by resolution without requiring amendment of this Ordinance.

501.6-2. *Location and Place of Business.* The Commission shall maintain its offices and principal place of business within the Reservation.

501.6-3. *Duration and Attributes.* The Commission will have perpetual existence and succession in its own name, unless dissolved by a law of the Nation. Operations of the Commission must be conducted on behalf of the Nation for the sole benefit of the Nation and its members. The Nation reserves unto itself the right to bring suit against any person or entity in its own right, on behalf of the Nation, or on behalf of the Commission, whenever the Nation considers it necessary to protect the sovereignty, rights, and interests of the Nation or the Commission.

501.6-4. *Sovereign Immunity of the Nation.* All inherent sovereign rights of the Nation with respect to the existence and activities of the Commission are hereby expressly reserved.

(a) The Nation confers upon the Commission sovereign immunity from suit as set forth in the Nation's Sovereign Immunity law.

(b) Nothing in this Ordinance nor any action of the Commission may be construed to be:

(1) A waiver of the sovereign immunity of the Commission or the Nation;

(2) Consent by the Commission or the Nation to the jurisdiction of the Judiciary, the United States, a state or any other tribe; or

(3) Consent by the Nation to any suit, cause of action, case or controversy; or the levy of any judgment, lien, or attachment upon any property of the Commission or the Nation.

501.6-5. *Requirements of Commission Membership.*

(a) *Qualifications.* Candidates for election or appointment to the Commission must be at least twenty-one (21) years of age on the day of the election or on the day of appointment.

(1) Candidates for election to the Commission shall further meet the following qualifications within five (5) business days after a caucus for elected positions on the Commission. Candidates for appointment to the Commission shall meet the following qualifications on the day of appointment to a vacancy on the Commission under section 501.6-13 of this Ordinance:

(A) Be an enrolled member of the Nation;

(B) Have a minimum of three (3) years of education experience,

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219 employment experience and/or regulatory experience in Gaming
220 Operations related to Gaming Activity, Gaming law, Gaming control or
221 regulation, or Gaming accounting or of any combination of the foregoing;
222 and

223 (C) Meet all other qualifications set forth in this Ordinance.

224 (b) *Conflict of Interest.* No person may be considered for election or appointment as a
225 Commissioner until the candidate has disclosed all conflicts of interest as defined in the
226 Nation's Conflict of Interest law.

227 (c) *Background Investigation.* No person may be considered for election or appointment
228 as a Commissioner until a preliminary Background Investigation has been completed and
229 the person has been found to meet all qualifications.

230 (1) Swearing into office is subject to a Background Investigation regarding the
231 qualifications set forth in sections 501.6-5 and 501.6-6 upon being elected or
232 appointed to office.

233 501.6-6. Unless pardoned for activities under subsections (a) and/or (d) by the Nation, or
234 pardoned for an activity under subsections (a) and/or (d) by another Federally-recognized Indian
235 Tribe for an action occurring within the jurisdiction of the Federally-recognized Indian Tribe, or
236 pardoned for an activity under subsections (a) and/or (d) by the State or Federal government, no
237 individual may be eligible for election or appointment to, or to continue to serve on, the
238 Commission, who:

239 (a) Has been convicted of, or entered a plea of guilty or no contest to, any of the
240 following:¹

241 (1) Any gambling-related offense;

242 (2) Any offense involving Fraud or misrepresentation;

243 (3) Any offense involving a violation of any provision of Chapters 562 or 565 of
244 the Wisconsin Statutes, any rule promulgated by the State of Wisconsin Department
245 of Administration, Division of Gaming or any rule promulgated by the Wisconsin
246 Racing Board;

247 (4) A felony not addressed in paragraphs 1, 2 or 3 during the immediately
248 preceding ten (10) years; or

249 (5) Any offense involving the violation of any provision of the Nation's law
250 regulating the conduct of Gaming Activities, or any rule or regulation promulgated
251 pursuant thereto.

252 (b) Has been determined by the Nation to be a person whose prior activities, criminal
253 record, if any, or reputation, habits, and associations pose a threat to the public interest or
254 to the effective regulation and control of Gaming, or create or enhance the dangers of
255 unsuitable, unfair, or illegal practices, methods, or activities in the operation of Gaming or
256 the carrying on of the business and financial arrangements incidental thereto;

257 (c) Possesses a financial interest in or management responsibility for any Gaming
258 Activity or Gaming Services vendor;

259 (d) Has been convicted of a crime involving theft, Fraud, or conversion against the
260 Nation;

261 (e) Has been removed from any office pursuant to the Nation's Removal Law within the

¹ This section taken substantially from Section IX of the Tribe-State Gaming Compact.

262 past five (5) years; or

263 (f) Is a sitting Commissioner whose term is not concluded at the time of that election or
264 appointment action.

265 501.6-7. *Term of Office.* Commissioners shall serve five (5) year terms and shall serve until a
266 successor takes the oath of office.

267 (a) Terms of office must be staggered.

268 501.6-8. *Official Oath.* Each Commissioner shall take the official oath at a regular or special
269 Oneida Business Committee meeting prior to assuming office.

270 (a) Upon being administered the oath of office, a Commissioner shall assume the duties
271 of office and must be issued a security card setting forth his or her title and term of office.

272 501.6-9. *Full-Time Status.* Each Commissioner shall perform his or her duties and
273 responsibilities on a full-time basis and shall devote his or her entire work and professional time,
274 attention and energies to Commission business.

275 (a) No Commissioner shall, during his or her tenure in office, be engaged in any other
276 profession or business activity that may impede his or her ability to perform duties on
277 behalf of the Commission or that competes with the Nation's interests.

278 (b) The Commission shall identify the appropriate work schedule for its members.

279 501.6-10. *Bylaws.* The Commission shall adopt bylaws subject to review and approval by the
280 Oneida Business Committee.

281 501.6-11. *Budget and Compensation.* The Commission shall function pursuant to an annual
282 budget.

283 (a) The Oneida Business Committee shall submit the operating budget of the
284 Commission for approval in the same fashion as all other budgets of the Nation.

285 (b) Compensation of Commissioners is not subject to the Nation's Boards, Committees
286 and Commissions law, but must be established by the Commission in a manner consistent
287 with the Commission's internal rules and bylaws.

288 (1) The Commission shall adopt internal rules consistent with the Nation's
289 existing accounting practices to verify its budgetary expenditures.

290 501.6-12. *Removal.* Removal of Commissioners must be pursuant to the Nation's Removal Law.

291 501.6-13. *Vacancies.* Any vacancy in an unexpired term of office, however caused, must be filled
292 by appointment by the Oneida Business Committee, of a person qualified under sections 501.6-5
293 and 501.6-6 of this Ordinance, in accordance with the Nation's Boards, Committees and
294 Commissions law.

295 501.6-14. *Authority and Responsibilities.* Subject to any restrictions contained in this Ordinance
296 or other applicable law, the Commission is vested with powers including, but not limited to, the
297 following:

298 (a) To exercise all power and authority necessary to effectuate the gaming regulatory
299 purposes of this Ordinance, IGRA, Oneida Gaming Minimum Internal Controls, and the
300 Compact.

301 (1) Unless otherwise indicated in this Ordinance, Commission regulation, or
302 authorized by majority vote of the Commission, no Commissioner may act
303 independently of the Commission. Any such action may constitute grounds for
304 removal.

305 (b) To promote and ensure the integrity, security, honesty and fairness of the regulation
306 and administration of Gaming.

307 (c) Subject to review and adoption by the Oneida Business Committee, to draft and

308 approve regulations pursuant to this Ordinance for the regulation of all Gaming Activity,
309 including processes for the enforcement of such regulations consistent with the laws of the
310 Nation.

311 (d) To draft and approve the Rules of Play and Oneida Gaming Minimum Internal
312 Controls; provided, the Rules of Play and Oneida Gaming Minimum Internal Controls
313 require review and comment by Senior Gaming Management prior to approval by the
314 Commission and are subject to review by the Oneida Business Committee.

315 (1) Rules of Play and Oneida Gaming Minimum Internal Controls are minimum
316 standards with which the Gaming Operations are required to comply and are
317 audited against.

318 (2) Comments received from Senior Gaming Management must be included in
319 any submission to the Oneida Business Committee.

320 (3) Rules of Play and Oneida Gaming Minimum Internal Controls are effective
321 upon adoption by the Commission.

322 (4) The Commission shall provide notice of adoption of the Rules of Play and/or
323 Oneida Gaming Minimum Internal Controls to the Oneida Business Committee at
324 the next available regularly scheduled Oneida Business Committee meeting
325 following such adoption.

326 (A) If the Oneida Business Committee has any concerns and/or requested
327 revisions upon review of the Rules of Play and Oneida Gaming Minimum
328 Internal Controls, the Commission shall work with the Oneida Business
329 Committee to address such concerns and/or requested revisions.

330 (i) Unless the Oneida Business Committee repeals the Rules of
331 Play and/or the Oneida Gaming Minimum Internal Controls adopted
332 by the Commission, they will remain in effect while the
333 Commission and the Oneida Business Committee jointly work to
334 amend the Rules of Play and/or the Oneida Gaming Minimum
335 Internal Controls adopted by the Commission.

336 (ii) Should the Oneida Business Committee repeal the Rules of
337 Play and/or the Oneida Gaming Minimum Internal Controls adopted
338 by the Commission, the Rules of Play and/or the Oneida Gaming
339 Minimum Internal Controls that were in effect immediately previous
340 to those repealed will be automatically reinstated and effective
341 immediately upon the repeal of the Rules of Play and/or the Oneida
342 Gaming Minimum Internal Controls adopted by the Commission.

343 (B) If the Commission does not receive written notice from the Oneida
344 Business Committee of intent to repeal or amend the Rules of Play and/or
345 the Oneida Gaming Minimum Internal Controls within thirty (30) days of
346 the date the Oneida Business Committee is provided notice of the Rules of
347 Play and/or the Oneida Gaming Minimum Internal Controls adopted by the
348 Commission, they will remain in effect as adopted by the Commission.

349 (C) Should the Oneida Business Committee pursue amendments to the
350 Rules of Play and/or the Oneida Gaming Minimum Internal Controls
351 adopted by the Commission, the amendments must be completed through
352 one (1) of the following actions within six (6) months from the date the
353 amendments are initiated by the Oneida Business Committee:

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(i) if the Commission and the Oneida Business Committee reach an agreement as to the content of the amendments, the Commission must adopt revised Rules of Play and/or the Oneida Gaming Minimum Internal Controls that have been discussed with and agreed upon by the Oneida Business Committee; or

(ii) if the Commission and the Oneida Business Committee do not reach an agreement as to the content of the amendments, the Oneida Business Committee may adopt revised Rules of Play and/or the Oneida Gaming Minimum Internal Controls that incorporate the amendments it deems necessary.

(D) If revised Rules of Play and/or Oneida Gaming Minimum Internal Controls are not adopted by either the Commission or the Oneida Business Committee within six (6) months from the date the amendments are initiated by the Oneida Business Committee, the Rules of Play and/or the Oneida Gaming Minimum Internal Controls originally adopted by the Commission will remain in effect.

(e) To prepare proposals, including budgetary and monetary proposals, which might enable the Nation to carry out the purpose and intent of this Ordinance, and to submit the same for consideration by the Oneida Business Committee; provided, however, that no such proposal shall have any force or effect unless it is approved by the Oneida Business Committee.

(f) To monitor and enforce all laws and regulations governing the operation and conduct of all Gaming Activities, including the ongoing monitoring of Licenses, subject to this Ordinance and/or regulations setting forth hearing or enforcement processes.

(g) To monitor and investigate all Gaming Operators for compliance with internal audits, and external audits.

(h) To inspect, examine, and photocopy all papers, books, and records of Gaming Activities and any other matters necessary to carry out the duties pursuant hereto; provided, that all photocopies of documents must be maintained in a confidential manner or in the same manner as the original.

(i) To grant, deny, revoke, condition, suspend or reinstate the Licenses of Gaming Employees, Gaming Services vendors, and Gaming Operators.

(j) To conduct hearings relating to Licenses issued under this Ordinance by the Commission.

(k) To review all vendors doing business with the Gaming Operator to verify that such persons or entities hold a valid License, where required, to do business with a Gaming Operator.

(l) To retain professional advisors such as attorneys, law enforcement specialists, and Gaming professionals consistent with the Nation's laws and practices.

(m) To arbitrate, negotiate, or settle any dispute to which it is a party, and which relates to its authorized activities.

(n) To act as the designated agent to receive all regulatory notices not included in section 501.5-6 of this Ordinance.

(o) To investigate all Regulatory Incidents.

(p) To issue warnings or notices of violation, in accordance with regulations, to Gaming Operators and Licensees for non-compliance with the Compact, Oneida Gaming Minimum

Internal Controls, Rules of Play, IGRA, or this Ordinance.

(q) To make determinations regarding suitability for licensing.

(r) To establish an administrative structure by regulation to carry out its authority and responsibilities.

(s) To establish, where needed, additional processes for conducting licensing hearings by regulation.

(t) To establish and collect fees for processing License applications by regulation.

(u) To establish and impose a point system for findings of regulatory violations by any Gaming Employee by regulation.

(v) To establish and impose a fine system for findings of regulatory violations by any Gaming Services vendor or permittee by regulation.

(w) To approve procedures that provide for the fair and impartial resolution of patron complaints.

501.6-15. *Reporting Requirements.* The Commission shall adhere to the following reporting requirements:

(a) A true, complete and accurate record of all proceedings of the Commission must be kept and maintained;

(b) Complete and accurate minutes of all Commission meetings must be filed with the Secretary of the Oneida Business Committee within thirty (30) days of their approval by the Commission;

(c) Quarterly, or as may be directed by the Oneida Business Committee, reports of the Commission's activities, including information regarding funding, income and expenses and any other matters to which the parties may agree, must be submitted to the Oneida Business Committee.

501.6-16. *Oneida Gaming Commission Personnel.* The Commission shall hire an Executive Director who is responsible for hiring and managing the personnel of the Commission.

(a) The Executive Director shall hire such personnel as is necessary to assist the Commission to fulfill its responsibilities under this Ordinance, the IGRA, the Compact and all governing regulations, including the Oneida Gaming Minimum Internal Controls.

(b) The Executive Director and personnel of the Commission must be hired through the Nation's regular personnel procedure and are subject to its personnel policies and salary schedules.

(1) The Executive Director and personnel shall meet the requirements set forth in section 501.12-3 of this Ordinance at hiring and during employment.

501.7. Gaming Surveillance: Powers, Duties and Limitations

501.7-1. *Purpose.* The purpose of Gaming Surveillance is to observe and report Regulatory Incidents to the Commission and Gaming General Manager to provide for the regulation, operation, and compliance of Gaming Activities under this Ordinance.

(a) Gaming Surveillance is a department within the Commission's administrative structure and supervision must be identified within the organizational chart adopted by the Commission; provided, nothing in the designation of supervisory responsibility may be deemed to prohibit the responsibility of Gaming Surveillance to provide information and/or video and/or audio records to the parties identified in section 501.7-3 of this Ordinance.

501.7-2. Gaming Surveillance shall be responsible for all Gaming surveillance activities including, but not limited to, equipment and maintenance of equipment, observation and reporting

of all persons to include Gaming Employees, customers, consultants, and Gaming Services vendors.

501.7-3. Surveillance personnel shall provide to Senior Gaming Management, the Commission, or Gaming Security a copy of any time-recorded video and accompanying audio (if available) within twenty-four (24) hours of request.

501.7-4. Gaming Surveillance shall:

(a) Develop, implement and maintain written policies and procedures for the conduct and integrity of the Surveillance Department.

(b) Develop, implement and maintain additional procedures governing the use and release of the surveillance recordings or reports.

(c) Work cooperatively with the Gaming Security Department to carry out its official duties and to coordinate its activities in order to effectuate the protection of patrons and the assets of the Gaming Operation.

(d) Develop, implement and maintain written policies and procedures for implementation of duties and responsibilities identified with the Oneida Gaming Minimum Internal Controls, subject to approval by the Commission.

501.8. [Reserved for future use.]

501.9. Gaming Security Department

501.9-1. *Purpose.* The purpose of the Gaming Security Department is to protect Gaming assets, patrons and Gaming Employees from an activity, repeat activity, or ongoing activities which could injure or jeopardize Gaming assets, patrons and Gaming Employees.

(a) The Oneida Business Committee shall be responsible for the supervision, as well as oversight, of the Gaming Security Department and the Gaming Security Department shall report directly to the Oneida Business Committee per the process and schedule set by the Oneida Business Committee; provided, all reports of the Gaming Security Department must be copied to the Commission.

501.9-2. *Reporting.* The Internal Security Director, Gaming General Manager and Commission shall enter into an agreement, subject to ratification by the Oneida Business Committee, describing their responsibilities and reporting requirements under this Ordinance.

(a) When investigations involve or uncover a possible criminal or quasi-criminal activity, the Gaming Security Department shall report the activity to the Oneida Police Department for further review and investigation by the Oneida Police Department under its separate departmental authority.

501.9-3. The Gaming Security Department shall:

(a) Develop, implement and maintain written policies and procedures for the conduct and integrity of Gaming Security, as identified in the Oneida Gaming Minimum Internal Controls and subject to approval by the Commission.

(b) Develop, implement and maintain additional procedures governing the use and release of the investigation reports.

(c) Work cooperatively with Gaming Surveillance to carry out its official duties and to coordinate activities between the departments.

501.9-4. *Investigations.* This section is intended to authorize report gathering, information gathering, and preliminary review, to be conducted by the Gaming Security Department.

501.10. Background Investigations

501.10-1. The Human Resources Department and the Commission shall enter into an agreement, subject to ratification by the Oneida Business Committee, for carrying out Background Investigations for employees as required under this Ordinance.

501.10-2. Background Investigations must be conducted on all persons or entities as specified under this Ordinance.

(a) All Background Investigations must be conducted to ensure that the Nation in its Gaming Operations may not employ or contract with persons whose prior activities, or reputation, habits and associations pose a threat to the public interest or to the effective regulation of Gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices and methods in the conduct of such Gaming.

(1) The identity of any person interviewed in order to conduct a Background Investigation must be confidential.

501.11. Licenses, Generally

501.11-1. The Commission shall adopt procedures that ensure the efficient and orderly processing of all applications for a License.

(a) All Gaming Employees, Gaming Services vendors and Gaming Operators shall apply for a License from the Commission prior to their participation in any Gaming Activity.

(b) All Gaming Facilities must be licensed by the Oneida Business Committee.

501.11-2. *Temporary License.* All Applicants, upon receipt by the Commission of a completed application for a License and completion of a preliminary Background Investigation, may receive a temporary license for a ninety (90) day period, unless a Background Investigation of the application demonstrates grounds to disqualify the Applicant.

(a) A temporary license permits the Licensee to engage in such activities pursuant to any terms and conditions imposed and specified by the Commission.

(b) A temporary license is valid until either replaced by a License, the ninety (90) day temporary license period has concluded, or the temporary license is cancelled by the Commission, whichever occurs first.

501.11-3. *Revocable.* A License is revocable only in accordance with the procedures set forth in this Ordinance.

(a) A Licensee has only those rights and protections regarding a License granted in this Ordinance.

501.11-4. All Applicants:

(a) Consent to the release of any information relevant to the Applicant's Background Investigation by any person or entity in possession of such information.

(b) Consent to the jurisdiction of the Nation and are subject to all applicable Oneida, Federal, and State laws, regulations and/or policies.

501.11-5. All Licensees are subject to ongoing review at least every two (2) years by the Commission.

501.11-6. *Status of Licenses.* The Commission shall notify the Gaming Operation of the status of all Licenses, whether temporary or permanent, including all Commission action to revoke, suspend or condition a License.

501.11-7. *Commission Licensing Actions.* The Commission may grant, deny, revoke, condition, suspend or reinstate all Licenses, except for Gaming Facilities Licenses, in accordance with this Ordinance.

- (a) Authority to place conditions on a License may be exercised only upon promulgation of regulations.

501.11-8. *Noncompliance.* The Commission may issue a notice of noncompliance when the Commission has developed regulations that identify procedures that notices of noncompliance may be issued to Licensees and permittees which provide an opportunity to correct actions.

- (a) Such regulations must include procedures for appeal of such notices and may include the ability to issue fines not to exceed one thousand dollars (\$1000.00) per violation for Gaming Services vendors and permittees.

501.12. Gaming Employee License

501.12-1. *Scope of Section.* This section applies only to Gaming Employee Licenses and licensing actions.

501.12-2. *License Application.* Every Applicant for a License shall file with the Commission a written application in the form prescribed by the Commission, duly executed and verified, which must certify:

- (a) Applicant's full name and all other names used (oral or written), Social Security Number(s), place of birth, date of birth, citizenship, gender, and all languages (spoken or written).
- (b) Currently, and for the previous five (5) years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license number(s).
- (c) The names and current addresses, of at least three (3) personal references, including one (1) personal reference who was acquainted with the Applicant during each period of residence listed in subsection (b) above.
- (d) Current business and residence telephone numbers.
- (e) A description of any existing and previous business relationships with Indian Tribes, including ownership interest in those businesses.
- (f) A description of any existing and previous business relationship with the Gaming industry generally, including ownership interest in those businesses.
- (g) The name and address of any licensing or regulatory agency with which the Applicant has filed an application for a license or permit related to Gaming, whether or not such license or permit was granted.
- (h) The name and address of any licensing or regulatory agency with which the Applicant has filed an application for an occupational license or permit, whether or not such license or permit was granted.
- (i) For each felony conviction or ongoing prosecution or conviction, the charge, the name and address of the court involved, and the date and disposition, if any.
- (j) For each misdemeanor or ongoing misdemeanor prosecution (excluding violations for which jail time is not part of the potential sentence) within ten (10) years of the date of the application, the name and address of the court involved, and the date and disposition.
- (k) For each criminal charge (excluding charges for which jail time is not part of the potential sentence) whether or not there is a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to subsections (i) or (j) of this section, the criminal charge, the name and address of the court involved and the date and disposition.
- (l) A photograph.

(m) Fingerprints consistent with procedures adopted by the Commission which meet the criteria set forth in 25 C.F.R. section 522.2(h).

(1) The Commission is the agency that takes the fingerprints.

(n) Any other information the Commission deems relevant for a Gaming Employee License.

(o) A statement that each Applicant has read and understands notices and the NIGC requirements relating to:

(1) The Privacy Act of 1974;

(2) Fraud and False Statements Act; and

(3) Fair Credit Reporting Act.

501.12-3. *License Qualifications.* No License may be granted if the Applicant:

(a) Is under the age of eighteen (18).

(b) Unless pardoned for activities under this subsection by the Nation, or pardoned for activities under this subsection by another Federally-recognized Indian Tribe for an action occurring within the jurisdiction of the Federally-recognized Indian Tribe, or pardoned for activities under this subsection by the state or Federal government, has been convicted of, or entered a plea of guilty or no contest to, any of the following:

(1) Any gambling-related offense;

(2) Any offense involving Fraud or misrepresentation;

(3) Any offense involving a violation of any provision of Chapters 562 or 565 of the Wisconsin Statutes, any rule promulgated by the State of Wisconsin Department of Administration, Division of Gaming, or any rule promulgated by the Wisconsin Racing Board;

(4) A felony not addressed in paragraphs (1), (2), or (3), during the immediately preceding ten (10) years; or

(5) Any offense involving the violation of any provision of the Nation's law that regulates the conduct of Gaming Activities, or any rule or regulation promulgated pursuant thereto.

(c) Is determined to be a person whose prior activities, criminal record, reputation, habits or associations pose a threat to the public interest or to the effective regulation and control of Gaming or create or enhance the dangers of unsuitable, unfair or illegal practices, methods or activities in the operation of Gaming Activities or the carrying on of the business and financial arrangements incidental thereto.

(d) Possesses a financial interest in or management responsibility for any Gaming Activity or Gaming Services vendor, or he or she has any personal, business, or legal relationship which places him or her in a conflict of interest as defined in this Ordinance or the Nation's Conflict of Interest law.

(e) Each person licensed as a Gaming Employee has a continuing obligation to inform the Commission immediately upon the existence of any circumstance or the occurrence of any event which may disqualify him or her from being licensed as a Gaming Employee.

(1) Failure to report any such occurrence may result in suspension or revocation of the Gaming Employee's License.

501.12-4. *Initial Eligibility Determination.*

(a) Based on the results of the preliminary Background Investigation, the Commission shall make an initial determination regarding an Applicant's eligibility and either:

(1) Grant a temporary license, with or without conditions, to the Applicant; or

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- 630 (2) Deny the License application and provide notice to the Applicant that he or
631 she may request a hearing regarding the decision consistent with subsection (b)
632 below.
- 633 (b) If the Commission determines that an Applicant is ineligible for a License, the
634 Commission shall notify the Applicant.
- 635 (1) The Commission shall set forth regulations for an Applicant to review any
636 information discovered during the preliminary Background Investigation prior to
637 scheduling a hearing under section 501.12-10 of this Ordinance.
- 638 (2) The suspension or revocation hearing provisions set forth at section 501.12-9
639 of this Ordinance do not apply to Initial Eligibility Determinations.
- 640 501.12-5. *Eligibility Determination and Notification to NIGC.* When a Gaming Employee begins
641 employment at a Gaming Operation, the Commission shall:
- 642 (a) Require the Gaming Employee to submit a completed application for employment
643 that contains the notices and information listed in section 501.12-2 of this Ordinance;
- 644 (b) Review the Background Investigation of the Gaming Employee;
- 645 (1) Within sixty (60) days after a Gaming Employee begins employment at a
646 Gaming Facility under a temporary license, the Commission shall make an
647 eligibility determination regarding whether the Gaming Employee may receive a
648 License based upon the results of the Background Investigation.
- 649 (c) Create an investigative report based on each Background Investigation performed;
- 650 (1) The investigative report must include the steps in conducting the Background
651 Investigation, results obtained, conclusions reached and the basis for those
652 conclusions.
- 653 (d) Prior to issuing a License to a Gaming Employee and within sixty (60) days after the
654 Gaming Employee begins employment at a Gaming Facility, submit a notice of results of
655 the Background Investigation to the NIGC for inclusion in the Indian Gaming Individual
656 Record System; and
- 657 (1) The notice of results must include the following, provided that any additional
658 or alternate information must be forwarded as directed in regulations or rules
659 adopted by the NIGC:
- 660 (A) The Gaming Employee's name, date of birth, and Social Security
661 Number;
- 662 (B) The date on which the Gaming Employee began employment;
- 663 (C) A summary of the information presented in the investigative report,
664 including:
- 665 (i) License(s) that have previously been denied;
- 666 (ii) Gaming licenses that have been revoked, even if subsequently
667 reinstated;
- 668 (iii) Every known criminal charge brought against the Gaming
669 Employee within the last ten (10) years of the date of the application;
670 and
- 671 (iv) Every felony of which the Gaming Employee has been
672 convicted or any ongoing prosecution.
- 673 (D) A copy of the eligibility determination made under section 501.12-5
674 (b) of this Ordinance.
- 675 (e) All applications, Background Investigations, investigative reports, suitability

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determinations, findings and decisions of the Commission must be retained in the Commission's files for a period of at least three (3) years from the date the Gaming Employee's employment is terminated.

501.12-6. *License Issuance.* The Commission may issue a License to a Gaming Employee at any time after providing the NIGC with a notice of results as required under section 501.12-5(d) of this Ordinance; however, a Gaming Employee who does not have a License ninety (90) days after the start of employment must have his or her employment terminated.

(a) The Commission shall notify the NIGC of the issuance or denial of a License to a Gaming Employee within thirty (30) days after the License is issued or denied.

(b) Any Gaming Employee License issued under this section is effective from the date of issuance and must contain the Gaming Employee's photograph, the Gaming Employee's name, and the date that the License became effective.

(1) If a Gaming Employee is promoted, transferred, reassigned, or the position is reclassified, the Gaming Employee shall notify in writing the Commission, and the Commission shall review the Gaming Employee's License.

(c) The Commission retains the right to grant, deny, revoke, condition, suspend, or reinstate Licenses subject to the right to appeal the decision under the processes set forth in this Ordinance.

501.12-7. *Requirement to Wear License.* During working hours, all Licensees shall wear their License in a conspicuous place that is plainly visible by all employees, the Nation's Gaming patrons and surveillance.

501.12-8. *NIGC Review.*

(a) During a thirty (30) day period, beginning when the NIGC receives a notice of results submitted pursuant to section 501.12-5(d) above, the Chairman of the NIGC may request additional information from the Commission concerning the Gaming Employee.

(1) Such a request suspends the thirty (30) day period until the Chairman receives the additional information.

(b) If, within the thirty (30) day period after the NIGC receives the notice of results, the NIGC notifies the Commission that it has no objection to the issuance of a License, and the Commission has not yet issued a License to the Gaming Employee, the Commission may grant the License to the Gaming Employee.

(c) If, within the thirty (30) day period after the NIGC receives the notice of results, the NIGC provides the Commission with a statement itemizing objections to the issuance of a License, the Commission shall reconsider the application, taking into account the objections itemized by the NIGC.

(1) The Commission shall make the final decision whether to issue a License to the Gaming Employee, or if the Gaming Employee has already been licensed, whether to suspend or revoke the License in accordance with section 501.12-9 of this Ordinance.

(d) Upon receipt of notification from the NIGC that a Gaming Employee who has already been licensed is not eligible for employment, the Commission shall immediately suspend the License in accordance with section 501.12-9 of this Ordinance.

501.12-9. *Suspension or Revocation of Licenses.* Except as provided in section 501.12-8(d) or 501.12-9(c) of this Ordinance, no License may be suspended or revoked except after notice and opportunity for hearing.

(a) *Basis for Licensing Action.* The Commission may suspend, condition, or revoke any

Emergency Extension Draft for OBC Consideration

2021 11 10

License issued under this Ordinance if:

(1) After the issuance of a License, the Commission receives from the NIGC or other source reliable information indicating that a Gaming Employee is not eligible for a License under section 501.12-3 of this Ordinance; or such information would justify the denial of the renewal of any License, the Commission shall issue a written notice of suspension.

(2) The Commission issues a written notice of suspension demonstrating that the Licensee:

(A) Has knowingly made a materially false or misleading statement in any application for a License, in any amendment thereto, or in response to a request by the Commission for supplemental information or in connection with any investigation of the Commission;

(B) Has knowingly promoted, played, or participated in any Gaming Activity operated in violation of the Compact, Oneida or federal law, and this Ordinance;

(C) Has bribed, attempted to bribe, or has received a bribe from a Commissioner or any other person in an attempt to avoid or circumvent any applicable law;

(D) Has falsified any books or records relating to any transaction connected with the operation of a Gaming Activity;

(E) Has refused to comply with any lawful directive of the Nation, Federal government, or any court of competent jurisdiction; or

(F) Has been convicted of, or entered a plea of guilty or no contest to, a crime involving the sale of illegal narcotics or controlled substances.

(b) *Suspension Notice.* The Commission's notice of suspension must be in writing and must, at a minimum, notify the Licensee of the following:

(1) The Licensee's right to review a file prior to any hearing regarding the notice of suspension, and to make copies of any documents contained in that file;

(2) The Licensee's right to request a hearing on the proposed licensing action, to present documents and witness testimony at that hearing, and to be represented by counsel;

(3) The specific grounds upon which the proposed licensing action is based, including citations to relevant sections of this Ordinance, the IGRA and any applicable regulations and/or the Compact; and

(4) The time and place set by the Commission for the Licensee's hearing.

(c) *Immediate Suspension.* If, in the judgment of the Commission, the public interest and effective regulation and control of Gaming Activities requires the immediate exclusion of a Licensee, the Commission may immediately suspend a License prior to the conduct of a hearing on the matter.

(1) Such an immediate suspension may take effect upon service of the notice of immediate suspension.

(d) Any notice of suspension or notice of immediate suspension must set forth the times and dates for when the Licensee may review his or her file and the date for a hearing on any proposed licensing action.

(e) Within fifteen (15) business days after a hearing, the Commission shall issue a final written licensing decision and decide whether to suspend, uphold an immediate suspension,

768 revoke, or take other action concerning a License.

769 (1) If the License was suspended, conditioned or revoked based on information
770 from the NIGC or other source under section 501.12-8(d) or 501.12-9(a)(1) of this
771 Ordinance, the Commission shall forward a copy of its decision to the NIGC within
772 forty-five (45) days of receiving the NIGC's or the other source's notification
773 indicating that a Gaming Employee is not eligible for a License.

774 (f) If a Licensee fails to appear for his or her hearing before the Commission, that right
775 is deemed to have been waived and the Commission will proceed on the proposed licensing
776 action by default.

777 (g) Unless identified in this Ordinance or regulations of the Commission, the hearing
778 processes set forth in the Nation's Administrative Procedures Act shall apply.

779 501.12-10. *Original Hearing Body.* Any person aggrieved by a licensing decision of the
780 Commission may appeal the decision by filing a request for an original hearing before the
781 Commission.

782 (a) The Licensee may file any such request with the Commission in writing on or before
783 the fifteenth (15th) day following receipt of the Commission's decision.

784 (b) The Commission shall certify the record, developed in accordance with section
785 501.12-4 or 501.12-9(a) of this Ordinance, within thirty (30) days of the date of the filing
786 of the request for an original hearing.

787 (c) Those Commissioners serving on the original hearing body may not include the
788 Commissioners who participated in the licensing decision from which the original hearing
789 is scheduled.

790 (d) The Commission may decide to review the decision solely on the licensing decision
791 record and briefs filed regarding the request for reconsideration.

792 (1) The Commission may also, in its sole discretion, grant oral arguments.

793 (e) The Commission shall issue a written decision determining whether to uphold the
794 Commission's licensing decision, including whether to revoke or reinstate a License,
795 within one hundred twenty (120) days from receipt of the request for the original hearing.

796 (1) The Commission's decision is considered an original hearing decision and an
797 appeal may be made to the Judiciary as an appeal of an original hearing body.

798 501.12-11. *Notice to Oneida Business Committee.* Prior to any suspension or revocation of a
799 License of the Gaming General Manager, the Commission shall provide notice to the Oneida
800 Business Committee twenty-four (24) hours prior to the issuance of the suspension or revocation.

801 501.12-12. *Record of Proceedings.* The Commission shall maintain a complete and accurate
802 record of all licensure proceedings.

803 501.12-13. Revocation of a License is solely limited to the licensing matter. Employment related
804 processes resulting from revocation of a License are determined solely through the personnel
805 processes and procedures of the Nation and are not licensing matters governed by this Ordinance.

806 501.13. Gaming Services Licensing and Non-Gaming Services Permitting

807 501.13-1. *Scope of Section.* This section applies to all individuals and entities providing Gaming
808 Services.

809 (a) The requirements of this Section are in addition to, and do not alter or amend any
810

requirements imposed by the Nation's Vendor Licensing law.²

501.13-2. *Gaming Services License or Non-Gaming Services Permit Required.*

(a) *Gaming Services License.* Any Gaming Services vendor providing Gaming related contract goods or services as defined under Article VII(A) of the Compact to the Gaming Operation shall possess a valid Gaming Services License.

(b) *Non-Gaming Services Permit.* Any vendor providing non-gaming related goods or services to the Gaming Operation shall possess a valid Non-Gaming Services permit.

(c) Determinations regarding the issuance of a License or permit under this section must be made by the Commission which may be subject to requests for reconsideration by the Gaming Services vendor within fourteen (14) business days of receipt by the Gaming Services vendor of the notice of License or permit determination.

501.13-3. *Approved Gaming Services Vendor List.* The Commission shall maintain an updated and complete list of all Gaming Services vendors that possess current and valid Gaming Services Licenses or Non-Gaming Services permits from the Commission, which is known as the Approved License and Permit List.

(a) Gaming Operations may only do business with vendors that possess valid and current Gaming Services Licenses or Non-Gaming Services permits and who appear on the Approved License and Permit List.

501.13-4. *Gaming Services License/Permit Application.* Every Applicant for a License or permit shall file with the Commission a written application in the form prescribed by the Commission, duly executed and verified, which must provide and certify the following; provided, Non-Gaming Services vendors with less than two thousand five hundred dollars (\$2,500.00) in services for the prior fiscal year are only required to file a notice of doing business with the Commission:

(a) The Applicant's name and mailing address;

(b) The names and addresses of each officer or management official of the Applicant;

(c) A copy of the Applicant's articles of incorporation and bylaws, or if not a corporation, the Applicant's organizational documents;

(d) Identification of an agent of service for the Applicant;

(e) The name and address of each person having a direct or indirect financial interest in the Applicant;

(f) The nature of the License or permit applied for, describing the activity to be engaged in under the License or permit;

(g) Explicit and detailed disclosure of any criminal record, including any delinquent taxes owed to the United States, or any state, of the Applicant, any person involved in the organization, and any person of interest whose name appears or is required to appear on the application;

(h) Whether the Applicant is or has been licensed by the State of Wisconsin Office of Indian Gaming Regulation and Compliance and, if applicable, proof of current licensure;

(i) Whether the Applicant has been licensed in the State of New Jersey, Nevada or by any other gaming jurisdiction, including any Indian Tribe or Tribal governmental organization and, if so, proof of such licensure and the status of any such License;

(j) Whether the Applicant has been denied a License by any gaming jurisdiction and, if

² See also Appendix 1. Vendor Licensing/Permit.

so, the identity of the jurisdiction, the date of such decision and the circumstances surrounding that decision;

(k) Whether any License held by the Applicant has been refused renewal, conditioned, suspended or revoked by an issuing authority and, if so, the circumstances surrounding that action;

(l) A statement of waiver allowing the Nation to conduct a Background Investigation of the Applicant and any person whose name appears or is required to appear on the application;

(m) Whether the Applicant or any person whose name appears or is required to appear on the application has or has had any business with the Nation or any business or personal relationship with any of the Nation's officers or employees;

(n) The name and contact information for all Tribes or Tribal organizations with whom the Applicant or any person whose name appears or is required to appear on the application has done business;

(o) Whether the Applicant or any person whose name appears or is required to appear on the application maintains any involvement in the business of wholesale distribution of alcoholic beverages;

(p) A statement that the Applicant has read and understands notices and the NIGC requirements relating to:

(1) The Privacy Act of 1974;

(2) False statements; and

(3) The Fair Credit Reporting Act.

(q) All additional information necessary to allow the Commission to investigate the Applicant and any person whose name appears or is required to appear on the application.

501.13-5. *Signature on Application.* Applications for Licenses or permits must be signed by the following person:

(a) For companies and corporations (both for profit and non-profit), the highest ranking official of the corporation or other person to whom the authority to execute the application has been properly delegated.

(b) For a sole proprietorship, the principal owner.

(c) For a partnership, all partners.

(d) For a limited partnership, the general partner or partners.

501.13-6. *Incomplete Applications.* Applications that do not contain all information requested, including proper signatures, will be considered incomplete.

(a) Incomplete applications will not be considered by the Commission.

(b) The Commission shall notify an Applicant if an application is incomplete and what additional information is necessary to complete the application.

(1) If an Applicant who has submitted an incomplete application, and been notified of the deficiency in that application, fails to provide the information requested by the Commission, the application will be returned to the Applicant and the file closed.

501.13-7. *Supplemental Information.* The Commission may, in its discretion, request supplemental information from the Applicant.

(a) Supplemental information requested by the Commission must be promptly submitted by the Applicant.

(1) An Applicant's failure or refusal to submit supplemental information

900 requested by the Commission may constitute grounds for the denial of the
901 application.

902 501.13-8. *Continuing Duty to Provide Information.* Applicants, permittees, and Licensees owe
903 a continuing duty to provide the Commission with information and materials relevant to the
904 Applicant's, permittee's, or Licensee's character or fitness to be licensed, including but not limited
905 to any change in the licensing or permitting status of the Applicant, permittee, or Licensee in any
906 foreign jurisdiction.

907 (a) An Applicant's, permittee's, or Licensee's failure to notify the Commission promptly
908 of inaccuracies on an application or new information or materials relevant to him or her
909 may constitute grounds to deny, suspend or revoke a License or permit.

910 501.13-9. *Background Investigations.* Background Investigations for Gaming Services vendors
911 must be conducted as follows:

912 (a) *Gaming Related Equipment Gaming Services Vendors under Fifty Thousand Dollars*
913 *(\$50,000.00) in Goods and/or Services Annually.* The Commission shall conduct the
914 Background Investigations that are sufficient to determine the eligibility for licensing of
915 all Gaming Services vendors that provide or anticipate providing under fifty thousand
916 dollars (\$50,000.00) in goods and services annually.

917 (b) *Gaming Related Equipment Gaming Services Vendors over Fifty Thousand Dollars*
918 *(\$50,000.00) in Goods and/or Services Annually.* The Commission shall review the
919 background investigation conducted by the Wisconsin Office of Indian Gaming Regulation
920 and shall conduct any necessary additional Background Investigation to ensure that the
921 State background investigation is complete and current.

922 (c) *Other Non-Gaming Related Goods and/or Services Gaming Services Vendors.* The
923 Commission shall conduct Background Investigations on a sufficient number of randomly
924 selected applications in order to verify the accuracy of all applications.

925 (1) The random selection process must be identified by regulation of the
926 Commission.

927 501.13-10. *Licensing Action in a Foreign Jurisdiction.* If the States of Wisconsin, New Jersey,
928 Nevada or any other gaming jurisdiction refuse to renew a License or permit, or conditions,
929 suspends or revokes the License or permit of an Applicant, permittee or Licensee, such action may
930 constitute grounds for similar action by the Commission.

931 501.13-11. *Claim of Privilege.* At any time during the licensing or permitting process, the
932 Applicant may claim any privilege afforded by law.

933 (a) An Applicant's claim of privilege with respect to the production of requested
934 information or documents or the provision of required testimony or evidence may
935 constitute grounds for the denial, suspension or revocation of a License or permit.

936 501.13-12. *Withdrawal of an Application.* An Applicant may request to withdraw an application
937 by submitting a written request to the Commission.

938 (a) The Commission retains the right, in its exclusive discretion, to grant or deny a
939 request for withdrawal.

940 (b) An Applicant who withdraws an application is precluded from re-applying for a
941 Gaming Services License or Non-Gaming Services permit for a period of one (1) year from
942 the date the application was withdrawn.

943 501.13-13. *Suspension or Revocation of Gaming Services Licenses or Permits.* Except as
944 provided in section 501.13-13(c) of this Ordinance, no License or permit may be suspended or
945 revoked except after notice and opportunity for hearing.

946 (a) *Basis for Licensing or Permitting Action.* The Commission may suspend, modify, or
947 revoke any Gaming Services License or Non-Gaming Services permit issued under this
948 Ordinance if, after issuance of the License or permit, the Commission receives reliable
949 information that would justify denial of the issuance or renewal of a License or permit, or
950 if the Commission determines that the Licensee or permittee has:

951 (1) Knowingly made a materially false or misleading statement in any application
952 for a License or permit, in any amendment thereto, or in response to a request by
953 the Commission for supplemental information or in connection with any
954 investigation of the Commission;

955 (2) Knowingly promoted, played or participated in any Gaming Activity operated
956 in violation of the Compact, any law of the Nation, or other applicable law;

957 (3) Bribed or attempted to bribe a Commissioner or any other person in an
958 attempt to avoid or circumvent any applicable law;

959 (4) Falsified any books or records relating to any transaction connected with
960 operation of a Gaming Activity;

961 (5) Refused to comply with a lawful directive of the Nation, the federal
962 government, or any court of competent jurisdiction; or

963 (6) Been convicted of or entered a plea of guilty or no contest to a crime involving
964 the sale of illegal narcotics or controlled substances.

965 (b) *Suspension Notice.* The Commission shall provide a Licensee or permittee with
966 written notice of suspension, which must, at a minimum, notify the Licensee or permittee
967 of the following:

968 (1) The Licensee's or permittee's right to conduct a file review prior to any
969 hearing regarding the notice of suspension, and to make copies of any documents
970 in that file;

971 (2) The Licensee's or permittee's right to present documents and witness
972 testimony at the hearing and to be represented by counsel;

973 (3) The specific grounds upon which the suspension is based, including citations
974 to relevant sections of this Ordinance, the IGRA, any applicable regulations and/or
975 the Compact; and

976 (4) The time and place set by the Commission for the Licensee's or permittee's
977 file review and hearing.

978 (c) *Immediate Suspension.* If, in the judgment of the Commission, the public interest and
979 effective regulation and control of others require the immediate exclusion of a Licensee or
980 permittee, the Commission may immediately suspend a License or permit prior to a hearing
981 on the matter.

982 (1) Such an immediate suspension takes effect upon service of the notice of
983 immediate suspension.

984 (d) *File Review and Hearing.* Any notice of suspension or notice of immediate
985 suspension must set forth the time and date for the Licensee or permittee to conduct a file
986 review and for a hearing.

987 (e) *Final Written Decision.* Within fifteen (15) business days after a hearing, the
988 Commission shall issue a final written decision and decide whether to suspend, uphold an
989 immediate suspension, revoke, or take other action concerning a License or permit.

990 (f) *Default.* If a Licensee or permittee fails to appear for his or her hearing before the
991 Commission, that right is deemed to have been waived and the Commission will proceed

on the proposed licensing action by default.

(g) Unless identified in this Ordinance or regulations of the Commission, the hearing processes set forth in the Nation's Administrative Procedures Act shall apply.

501.13-14. *Original Hearing Body*. Any person aggrieved by a licensing or permitting decision of the Commission may appeal the decision by filing a request for an original hearing before the Commission.

(a) The Applicant, Licensee or permittee may file such request with the Commission in writing on or before the fifteenth (15th) day following the receipt of the Commission's decision.

(b) The Commission shall certify the record, developed in accordance with section 501.13-9 or 501.13-13(a) of this Ordinance, within thirty (30) days of the date of the filing of the request for an original hearing.

(1) Those Commissioners participating in the initial licensing or permitting decision may not participate in the original hearing.

(c) The Commission may determine to review the decision solely on the licensing or permitting decision record and briefs filed regarding the request for reconsideration.

(1) The Commission may also, in its sole discretion, grant oral arguments.

(d) The Commission shall issue a written decision within one hundred twenty (120) days from receipt of the request for the original hearing.

(1) The Commission's decision is considered an original hearing decision and an appeal may be made to the Judiciary as an appeal of an original hearing body.

501.14. Gaming Facility License

501.14-1. The construction and maintenance of any Gaming Facility, and the operation of Gaming Activities, must be conducted in a manner which adequately protects the environment and the public health and safety, and must comply with requirements of the Compact and all other applicable health, safety, and environmental standards.

501.14-2. The Oneida Business Committee must receive, review and grant or deny any application for licensing any Gaming Facilities located within the Reservation. Applicants shall provide the Oneida Business Committee sufficient information to show the following:

(a) The Gaming Facility meets all applicable health and safety standards of the Nation and Federal government.

(1) To show compliance with applicable health and safety standards, Gaming Operator shall submit certified copies of Compliance Certificates issued by the agencies responsible for the enforcement of the health and safety standards.

(2) If health and safety standards are not met, proof must be submitted by Gaming Operator that the Gaming Facility is in the process of improvements which will place the Gaming Facility in compliance with the applicable standards.

(b) The Gaming Facility meets applicable environmental standards of the Nation and Federal government.

(1) To show compliance with applicable environmental standards, Gaming Operator shall submit certified copies of an Environmental Assessment of the Gaming Facility which were prepared by the agency responsible for the enforcement of applicable environmental standards.

(2) If the applicable environmental standards are not met, proof must be submitted by Gaming Operator that Remediation of the Gaming Facility is being

1038 actively sought which will place the Gaming Facility in compliance with the
1039 applicable standards.

1040 501.14-3. Upon receipt and review of the above information, the Oneida Business Committee
1041 shall deliberate and either grant or deny for failure to meet the requirements of protecting the health
1042 and safety of patrons, public and employees of a Gaming Facility License to the Applicant.

1043 (a) The Oneida Business Committee shall submit to the NIGC a copy of each Gaming
1044 Facility License issued.

1045 501.14-4. If the Oneida Environmental, Health and Safety Department notifies the Oneida
1046 Business Committee that a Gaming Facility will be closed by a governmental agency with proper
1047 authority due to environmental, health or safety concerns, the Oneida Business Committee shall
1048 suspend the License of the Gaming Facility.

1049 (a) The Oneida Business Committee shall re-License the Gaming Facility after receiving
1050 the information required in section 501.14-2 of this Ordinance.

1051

1052 **501.15. Gaming Operator License**

1053 501.15-1. *Consent to Jurisdiction.* The application for License and the conduct of Gaming
1054 within the jurisdiction of the Nation is considered consent to the jurisdiction of the Nation in all
1055 matters arising from the conduct of Gaming, and all matters arising under any of the provisions of
1056 this Ordinance or other laws of the Nation.

1057 501.15-2. *License Required.* No Gaming Operator may conduct Gaming Activity unless such
1058 entity holds a valid and current Gaming Operator License issued by the Commission.

1059 501.15-3. *Types of Licenses.* The Commission may issue each of the following types of Gaming
1060 Operator Licenses:

1061 (a) *Tribally-Owned or Tribally-Operated Class II.* This License is required of all
1062 Tribally-owned or Tribally-operated Gaming Operations operating one or more Class II
1063 Gaming Activities.

1064 (b) *Tribally-Owned or Tribally-Operated Class III.* This License is required of all
1065 Tribally-owned or Tribally-operated Gaming Operations operating one or more Class III
1066 Gaming Activities.

1067 501.15-4. *Gaming Operator License Qualifications.* The Commission shall issue a Gaming
1068 Operator License to any Gaming Operation if:

1069 (a) The Gaming Operation is to be located within the Reservation, or land taken into trust
1070 after October 17, 1988, for Gaming purposes;

1071 (b) The Gaming Activity proposed to be played at the Gaming Operation is Class II or
1072 Class III Gaming as defined by this Ordinance and IGRA; and

1073 (c) The proposed Gaming Operation is authorized by a resolution of the Oneida Business
1074 Committee.

1075 501.15-5. *Provisions of General Applicability to All Gaming Operators.*

1076 (a) *Site and Gaming Operator Specified.* Each Gaming Operator License may be
1077 applicable only to one (1) Gaming Operation and the Gaming Facility named on the
1078 License.

1079 (b) *License Not Assignable.* No Gaming Operator License may be sold, lent, assigned or
1080 otherwise transferred.

1081 (c) *Regulations Posted or Available.* Each Gaming Operator must have a copy of this
1082 Ordinance and any regulations promulgated thereunder available for inspection by any
1083 person at each Gaming Facility.

(d) *Display of License.* Each Gaming Operator must prominently display its License at each Gaming Facility.

501.15-6. *Grandfathered Gaming Facilities.* All Gaming Operators operating on the effective date of July 5, 2007, are hereby granted a License under this section.

501.15-7. *License Application Fees and License Taxes.* No application fees or License taxes may be required by the Nation for a Gaming Operator License.

501.15-8. *Closure of a Gaming Operation.* If the Commission finds that any Gaming Operation is operating in violation of this Ordinance, or otherwise presents a threat to the public, the Commission shall immediately notify the Oneida Business Committee.

(a) The Oneida Business Committee may close any Gaming Operation temporarily or permanently at any time with or without cause, at its sole discretion.

501.16. Games

501.16-1. Class II and Class III Games are hereby authorized by this Ordinance.

501.16-2. *Gaming Procedures.* Games operated under this Ordinance must be consistent with the Compact and any amendments thereto and the Internal Control Standards and Rules of Play of the Gaming Operation.

501.16-3. *Who May Not Play.* It is the policy of the Nation that particular Gaming Employees, employees of the Commission, particular governmental officials, and consultants who directly advise the Commission or employees at Gaming Facilities regarding gaming related activities may not participate in Gaming Activities conducted at Gaming Operations.

(a) At a minimum, members of the Oneida Business Committee, the Commission, the Gaming General Manager, assistant gaming general managers, directors of individual Games and assistant directors of individual Games may not participate in any Gaming Activity within the Reservation.

(b) The Oneida Business Committee may identify by resolution additional positions restrictions on Gaming Activity conducted at Gaming Facilities.

(1) Such resolution must be on file with the Commission.

(c) The Commission and Senior Gaming Management shall each develop and maintain their own standard operating procedure identifying other positions and any applicable restrictions on Gaming Activity conducted at Gaming Facilities.

(1) The standard operating procedure and the list of positions must be on file with the Commission.

501.17. Allocation of Gaming Funds

501.17-1. Net Gaming revenues may only be used for the following purposes:

(a) To fund government operations, programs, or services of the Nation;

(b) To provide for the general welfare of the Nation and its members; provided, that per capita payments may only be made pursuant to an approved revenue allocation plan;

(c) To promote economic development of the Nation;

(d) To contribute to charitable organizations;

(e) To assist in funding operations of other local governments;

(f) To fund programs designed to provide education, referrals, and treatment of Gaming addiction disorders; and

(g) For any other purpose as determined by the Oneida General Tribal Council or the Oneida Business Committee which is not inconsistent with the Oneida Nation Constitution

1130 and IGRA.

1131

1132 **501.18. Audits**

1133 501.18-1. *Annual Audit.* An annual audit of each Gaming Operation must be conducted by an
1134 independent, certified public accounting firm according to generally accepted accounting
1135 principles.

1136 (a) Copies of the annual audit must be provided to the Oneida Business Committee, the
1137 Nation's Audit Committee, the Commission, and the NIGC by said certified public
1138 accounting firm.

1139 (b) All contracts for supplies, services, or concessions for the Gaming Operations in
1140 excess of twenty-five thousand dollars (\$25,000.00) are subject to audit as prescribed in
1141 this section of the Ordinance.

1142 (1) Contracts for legal services and accounting services are exempt from this
1143 requirement.

1144 501.18-2. *Other Audits.* All audits, other than the annual audit under section 501.18-1 of this
1145 Ordinance, must be conducted pursuant to the Nation's Internal Audit law or any other applicable
1146 law of the Nation, and other audits authorized under the Compact.

1147 501.18-3. *Request for Audits.* Any audit, except the annual audit that is mandated by IGRA,
1148 may be authorized at any time by the Oneida General Tribal Council, the Oneida Business
1149 Committee or the Nation's Audit Committee.

1150

1151 **501.19. Enforcement and Penalties**

1152 501.19-1. No individual or entity may own or operate a Gaming Facility unless specifically
1153 authorized to do so pursuant to this Ordinance.

1154 501.19-2. *Violations/Prosecutions.* Violators of this Ordinance may be subject to disciplinary
1155 action, as well as civil and/or criminal prosecutions.

1156 501.19-3. *Remedies.* The Oneida Business Committee may authorize commencement of an
1157 action in any court of competent jurisdiction to recover losses, restitution, and forfeitures resulting
1158 from violations of this Ordinance.

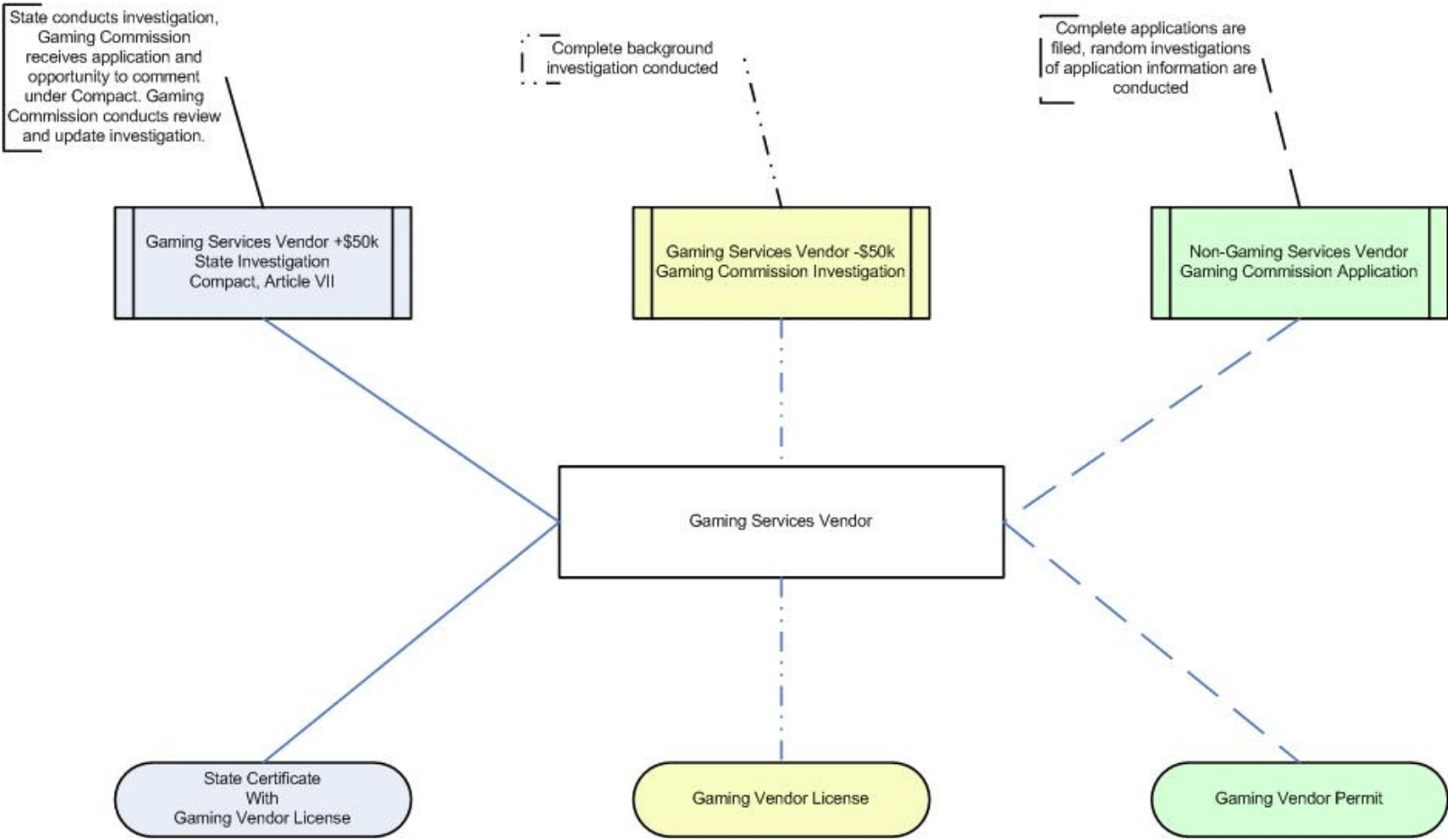
1159

1160 *End.*

1161

1163	Adopted	GTC-7-05-04-A
1164	Emergency Amended	BC-7-14-04-A
1165	Amendment	BC-10-06-04-D
1166	Emergency Amended	BC-11-03-04-A
1167	Permanent Adoption	BC-3-23-05-C
1168	Amended	BC-9-23-09-D
1169	Amended	BC-06-25-14-C (effective 11 01 2014)
1170	Emergency Amended	BC-10-08-14-C (effective 11 01 2014)
1171	Amended	BC-09-09-15-A (effective 09 09 2015)
1172	Emergency Amended	BC-05-12-21-D
1173	Emergency Extended	BC-__-__-__-__

Appendix 1. Vendor License/Permit



Oneida Business Committee Agenda Request


Adopt resolution entitled Extension of the Emergency Amendments to the Budget Management and...

1. Meeting Date Requested: 11 / 10 / 21**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☒ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.



Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54255-0365
Oneida-nsn.gov



TO: Oneida Business Committee
FROM: David P. Jordan, LOC Chairperson 
DATE: November 10, 2021
RE: Extension of the Budget Management and Control Law Emergency Amendments

Please find the following attached backup documentation for your consideration of extending the Budget Management and Control Law Emergency Amendments:

1. Resolution: Extension of the Emergency Amendments to the Budget Management and Control Law
2. Statement of Effect: Extension of the Emergency Amendments to the Budget Management and Control Law
3. Budget Management and Control Law

Overview

The Budget Management and Control law (“the Law”) sets forth the requirements to be followed by the Oneida Business Committee and Oneida fund units when preparing the budget to be presented to the General Tribal Council for approval and to establish a triennial strategy planning process for the Nation’s budget. [1 O.C. 121.1-1]. On November 24, 2020, the Oneida Business Committee adopted emergency amendments to the Law in response to the COVID-19 pandemic to provide that in the event that the Nation proclaims an emergency, in accordance with the Emergency Management law, which prevents presentation and adoption of the budget by the General Tribal Council, the Oneida Business Committee shall adopt the Nation’s budget. [1 O.C. 121.5-3(b)(1)]. These emergency amendments were set to expire on May 24, 2021.

The Oneida Business Committee then adopted additional emergency amendments to the Law on May 12, 2021, to address the Nation’s non-compliance with the budget development process and deadlines contained in the Law. The emergency amendments to the Law removed much of the details of the budget process, requirements, and deadlines from the Law, and instead provide that the Treasurer shall develop the necessary guidelines and procedures, including specific deadlines, for the Nation’s budget development process, to be reviewed and approved by the Oneida Business Committee. [1 O.C. 121.5-3(a)]. These emergency amendments are set to expire on November 12, 2021.

The Legislative Operating Committee is now seeking an extension of the emergency amendments to the Law.

On March 12, 2020, Chairman Tehassi Hill signed a “Declaration of Public Health State of Emergency” due to the COVID-19 pandemic which sets into place the necessary authority should action need to be taken, and allows the Oneida Nation to seek reimbursement of emergency management actions that may result in unexpected expenses. [3 O.C. 302.8-1]. The Oneida

Business Committee has extended this Public Health State of Emergency until November 25, 2021, through the adoption of resolutions BC-03-28-20-A, BC-05-06-20-A, BC-06-10-20-A, BC-07-08-20-A, BC-08-06-20-A, BC-09-09-20-A, BC-10-08-20-A, BC-11-10-20-A, BC-12-09-20-D, BC-01-07-21-A, BC-02-10-21-A, BC-03-10-21-D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, and BC-09-22-21-A. [3 O.C. 302.8-2].

The Oneida Business Committee can temporarily enact legislation when legislation is necessary for the immediate preservation of the public health, safety, or general welfare of the Reservation population, and the amendment of the legislation is required sooner than would be possible under the Legislative Procedures Act. [1 O.C. 109.9-5]. A fiscal impact statement and public meeting are not required for emergency legislation. [1 O.C. 109.9-5(a)].

The emergency amendments to this Law were necessary for the preservation of the general welfare of the Reservation population. The COVID-19 pandemic interrupted many processes and procedures of the Nation, including the development of the Nation's Fiscal Year 2021 and Fiscal Year 2022 budgets. The Law aims to provide a transparent process and requirements for the Oneida Business Committee and Oneida fund units when preparing the budget to be presented to the General Tribal Council for approval. The Nation was not in compliance with the various requirements and deadlines contained in the Law. The emergency amendments removed the details of the budget process from the Law and instead required that the Treasurer develop the necessary guidelines and procedures, including specific deadlines, for the Nation's budget development process, which ensured that enough flexibility is provided to allow the Nation to determine the most effective process for the adoption of the budget as we transition through the effects of the COVID-19 pandemic. Additionally, the proposed emergency amendments to the Law ensured that a transparent budget process is available to the Oneida Business Committee and Oneida fund units as we move forward with the development and adoption of the Fiscal Year 2022 budget.

Additionally, observance of the requirements under the Legislative Procedures Act for the adoption of these amendments was contrary to public interest. The Fiscal Year 2022 budget is required to be adopted by September 30, 2021, and the process and requirements of the Legislative Procedures Act cannot be completed in time to ensure that a transparent budget process is made available to members of the Nation prior to the adoption of the Fiscal Year 2022 budget.

The emergency amendments to the Law will expire on November 12, 2021. The Legislative Procedures Act allows the Oneida Business Committee to extend emergency amendments for a six (6) month time period. [1 O.C. 109.9-5(b)]. A six (6) month extension of the emergency amendments to the Law is being requested to provide additional time for the Legislative Operating Committee to process the adoption of permanent amendments to the Law.

The extension of the emergency amendments to the Law will become effective on November 12, 2021, when the emergency amendments as adopted through BC-05-12-21-C expire and will remain in effect for an additional six (6) month term which will end on May 12, 2022.

Requested Action

Adopt the Resolution: Extension of the Emergency Amendments to the Budget Management and Control Law

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution

Extension of the Emergency Amendments to the Budget Management and Control Law

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Budget Management and Control law ("the Law") was adopted by the Oneida Business Committee through resolution BC-02-08-17-C, and most recently amended on an emergency basis through resolutions BC-11-24-20-E and BC-05-12-21-C; and
- WHEREAS,** the purpose of the Law is to set forth the requirements to be followed by the Oneida Business Committee and Oneida fund units when preparing the budget to be presented to the General Tribal Council for approval and to establish a triennial strategy planning process for the Nation's budget; and
- WHEREAS,** the COVID-19 pandemic interrupted many processes and procedures of the Nation, including the development of the Nation's Fiscal Year 2022 budget; and
- WHEREAS,** the Legislative Procedures Act authorizes the Oneida Business Committee to enact legislation on an emergency basis when legislation is necessary for the immediate preservation of the public health, safety, or general welfare of the Reservation population, and the amendment of the legislation is required sooner than would be possible under the Legislative Procedures Act; and
- WHEREAS,** the Oneida Business Committee adopted emergency amendments to the Law through resolution BC-05-12-21-C for the purpose of addressing the Nation's non-compliance with the budget development process and deadlines contained in the Law; and
- WHEREAS,** the emergency amendments to the Law removed much of the details of the budget process, requirements, and deadlines from the Law, and instead provide that the Treasurer shall develop the necessary guidelines and procedures, including specific deadlines, for the Nation's budget development process, to be reviewed and approved by the Oneida Business Committee; and
- WHEREAS,** the Oneida Business Committee determined that the emergency adoption of these amendments to the Law were necessary for the preservation of the general welfare of the Reservation population in order to provide enough flexibility to allow the Nation to determine the most effective process for the adoption of the budget as we transition through the effects of the COVID-19 pandemic, while ensuring that a transparent budget process is available to the Oneida Business Committee and Oneida fund units as we move forward with the development and adoption of the Fiscal Year 2022 budget; and

WHEREAS, observance of the requirements under the Legislative Procedures Act for adoption of these emergency amendments was contrary to public interest since the process and requirements of the Legislative Procedures Act could not be completed in time to ensure that a transparent budget process was available to members of the Nation prior to the adoption of the Fiscal Year 2022 Budget; and

WHEREAS, emergency legislation is effective for a period of six (6) months, renewable for an additional six (6) months by the Oneida Business Committee; and

WHEREAS, the emergency amendments to the Law will expire on November 12, 2021; and

WHEREAS, a six (6) month extension of the emergency amendments is being requested to allow for the emergency amendments to remain in effect while the Legislative Operating Committee develops permanent amendments to the Law; and

NOW THEREFORE BE IT RESOLVED, that the emergency amendments to the Budget Management and Control law are hereby extended for an additional six (6) month period effective November 12, 2021, and shall expire on May 12, 2022.



Oneida Nation
 Oneida Business Committee
 Legislative Operating Committee
 PO Box 365 • Oneida, WI 54155-0365
Oneida-nsn.gov



Statement of Effect

Extension of the Emergency Amendments to the Budget Management and Control Law

Summary

This resolution extends the emergency amendments to the Budget Management and Control law adopted through resolution BC-05-12-21-C for an additional six (6) months in accordance with the Legislative Procedures Act.

Submitted by: Clorissa N. Santiago, Senior Staff Attorney, Legislative Reference Office

Date: October 27, 2021

Analysis by the Legislative Reference Office

This resolution extends the emergency amendments to the Budget Management and Control law (“the Law”) for an additional six (6) month period. The purpose of the Law is to set forth the requirements to be followed by the Oneida Business Committee and Oneida fund units when preparing the budget to be presented to the General Tribal Council for approval and to establish a triennial strategy planning process for the Nation’s budget. [1 O.C. 121.1-1].

Emergency amendments to the Law were adopted by the Oneida Business Committee on May 12, 2021, through resolution BC-05-12-21-C to address the Nation’s non-compliance with the budget development process and deadlines contained in the Law. The emergency amendments to the Law removed much of the details of the budget process, requirements, and deadlines from the Law, and instead provide that the Treasurer shall develop the necessary guidelines and procedures, including specific deadlines, for the Nation’s budget development process, to be reviewed and approved by the Oneida Business Committee. [1 O.C. 121.5-3(a)]. These emergency amendments are set to expire on November 12, 2021.

The Legislative Procedures Act (“the LPA”) was adopted by the General Tribal Council for the purpose of providing a process for the adoption or amendment of laws of the Nation. [1 O.C. 109.1-1]. The LPA allows the Oneida Business Committee to take emergency action where it is necessary for the immediate preservation of the public health, safety or general welfare of the reservation population and when enactment or amendment of legislation is required sooner than would be possible under the LPA. [1 O.C. 109.9-5].

On March 12, 2020, Chairman Tehassi Hill signed a “*Declaration of Public Health State of Emergency*” due to the COVID-19 pandemic which sets into place the necessary authority should action need to be taken, and allows the Oneida Nation to seek reimbursement of emergency management actions that may result in unexpected expenses. [3 O.C. 302.8-1]. The Oneida Business Committee has extended this Public Health State of Emergency until November 25, 2021, through the adoption of resolutions BC-03-28-20-A, BC-05-06-20-A, BC-06-10-20-A, BC-07-08-20-A, BC-08-06-20-A, BC-09-09-20-A, BC-10-08-20-A, BC-11-10-20-A, BC-12-09-20-D, BC-

01-07-21-A, BC-02-10-21-A, BC-03-10-21-D, BC-05-12-21-A, BC-06-23-21-B, BC-07-28-21-N, and BC-09-22-21-A. [3 O.C. 302.8-2].

The Oneida Business Committee determined the emergency amendment to this Law was necessary for the preservation of the general welfare of the Reservation population. The emergency amendment to this Law ensured that enough flexibility was provided to allow the Nation to determine the most effective process for the adoption of the budget as we transition through the effects of the COVID-19 pandemic, and ensured that a transparent budget process was available to the Oneida Business Committee and Oneida fund units as we moved forward with the development and adoption of the Fiscal Year 2022 budget.

Additionally, the Oneida Business Committee determined observance of the requirements under the Legislative Procedures Act for the adoption of these emergency amendments was contrary to public interest since the Nation is currently experiencing the vast effects of the COVID-19 pandemic, and the process and requirements of the Legislative Procedures Act cannot be completed in time to ensure that a transparent budget process is made available to members of the Nation prior to the adoption of the Fiscal Year 2022 budget.

The emergency amendments to the Law will expire on November 12, 2021. The Legislative Procedures Act allows the Oneida Business Committee to extend emergency amendments for a six (6) month time period. [1 O.C. 109.9-5(b)]. A six (6) month extension of the emergency amendments to the Law is being requested to provide additional time for the Legislative Operating Committee to process the adoption of permanent amendments to the Law.

The extension of the emergency amendments to the Law will become effective on November 12, 2021, when the emergency amendments as adopted through BC-05-12-21-C expire, and will remain in effect for an additional six (6) month term which will end on May 12, 2022.

Conclusion

Adoption of this resolution would not conflict with any of the Nation's laws.

Title 1. Government and Finances – Chapter 121**Twahwistatye'nítha?***We have a certain amount of money***BUDGET MANAGEMENT AND CONTROL**

121.1.	Purpose and Policy	121.7.	Appropriation of the Nation's Funds
121.2.	Adoption, Amendment, Repeal	121.8.	Budget Authority
121.3.	Definitions	121.9.	Budget Transfers; Amendments
121.4.	Strategic Planning	121.10.	Reporting
121.5.	Budget Process	121.11.	Authorizations and Signatures
121.6.	Capital Improvements	121.12.	Enforcement and Penalties

121.1. Purpose and Policy

121.1-1. *Purpose.* The purpose of this law is to set forth the requirements to be followed by the Oneida Business Committee and Oneida fund units when preparing the budget to be presented to the General Tribal Council for approval and to establish a triennial strategy planning process for the Nation's budget.

121.1-2. *Policy.* It is the policy of the Nation to rely on value-based budgeting strategies, identifying proper authorities and ensuring compliance and enforcement.

121.2. Adoption, Amendment, Repeal

121.2-1. This law was adopted by the Oneida Business Committee by resolution BC-02-08-17-C, and emergency amended by resolutions BC-11-24-20-E, and BC-05-12-21-C.

121.2-2. This law may be amended or repealed by the Oneida Business Committee and/or the General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

121.2-3. 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.

121.2-4. 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. Provided that, nothing in this law amends or repeals the requirements of resolution BC-10-08-08-A, *Adopting Expenditure Authorization and Reporting Requirements*.

121.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

121.3. Definitions

121.3-1. 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) "Appropriation" means the legislative act of designating funds for a specific purpose in accordance with the provisions contained in this law.

(b) "Capital expenditure" means any non-recurring and non-physical improvement as follows:

(1) Any item with a cost of five thousand dollars (\$5,000.00) or more and an estimated life of one (1) year or more; or

(2) Items purchased together where none of the items individually costs more than two thousand dollars (\$2,000.00), but the total purchase price for all of the items is ten thousand dollars (\$10,000.00) or more.

(c) "Capital improvement" means non-recurring expenditure for physical improvements,

including costs for: acquisition of existing buildings, land, or interests in land; construction of new buildings or other structures, including additions and major alterations; acquisition of fixed equipment; landscaping; physical infrastructure; and similar expenditures with a cost of five thousand dollars (\$5,000.00) or more and an estimated life of one (1) year or more.¹

(d) “CFO” means the Nation’s Chief Financial Officer.

(e) “Debt” means the secured or unsecured obligations owed by the Nation.

(f) “Economic life” means the length of time an asset is expected to be useful.

(g) “Executive manager” means any one of the following positions within the Nation: Chief Executive Officer/General Manager, Gaming General Manager, Chief Legal Counsel and/or Chief Financial Officer.

(h) “Expenditure report” means a financial report which includes, but is not limited to, a statement of cash flows, revenues, costs and expenses, assets, liabilities and a statement of financial position.

(i) “Fiscal year” means the one (1) year period each year from October 1st to September 30th.

(j) “Fund unit” means any board, committee, commission, service, program, enterprise, department, office, or any other division or non-division of the Nation which receives an appropriation approved by the Nation.

(k) “General reserve fund” means the Nation’s main operating fund which is used to account for all financial resources not accounted for in other funds.

(l) “GTC allocations” means expenditures directed by the General Tribal Council as required payments and/or benefits to the Nation’s membership and are supported by either a General Tribal Council or Oneida Business Committee resolution.

(m) “Line item” means the specific account within a fund unit’s budget or category that expenditures are charged to.

(n) “Manager” means the person in charge of directing, controlling and administering the activities of a fund unit.

(o) “Nation” means the Oneida Nation.

(p) “Rule” means a set of requirements, including citation fees and penalty schedules, enacted in accordance with the Administrative Rulemaking law based on authority delegated in this law in order to implement, interpret and enforce this law.

(q) “Treasurer” means the elected Oneida Nation Treasurer or his or her designee.

121.4. Strategic Planning

121.4-1. *Triennial Strategic Plan.* Prior to December 1st of each year, the Oneida Business Committee, in consultation with the Executive Managers, shall develop a triennial strategic plan which includes, but is not limited to:

¹ Acquisition of existing buildings and land completed by the Oneida Land Commission are not included in the definition of “Capital Improvement.”

- 76 (a) Major policy and budgetary goals for the Nation, both long and short term;
77 (b) Specific strategies and planned actions for achieving each goal; and
78 (c) Performance targets and indicators to track progress which, to the extent available,
79 includes, but is not limited to:

- 80 (1) Statistics and trending data for, at a minimum, the last three (3) complete fiscal
81 years; and
82 (2) Performance targets for, at a minimum, the next three (3) complete fiscal years
83 moving forward.

84 121.4-2. *Fund Units' Contributions to the Triennial Strategic Plan.* Managers shall annually
85 develop, submit and maintain a triennial strategic plan for the fund unit's operations which aligns
86 with the triennial strategic plan established by the Oneida Business Committee pursuant to 121.4-
87 1. Managers shall submit the fund unit's triennial strategic plan to the CFO when the fund unit's
88 budget is due and, at a minimum, shall include the following in the plan:

- 89 (a) A statement of the fund unit's mission;
90 (b) Specific goals including a description of the fund unit's strategies as part of its service
91 group provided in 121.5-3(c) which aligns with the goals established in the Nation's
92 triennial strategic plan;
93 (c) Specific strategies for achieving each of the fund unit's goals; and
94 (d) Performance targets and indicators to track progress which, to the extent available,
95 includes, but is not limited to:

- 96 (1) Statistics and trending data for, at a minimum, the last three (3) complete fiscal
97 years; and
98 (2) Performance targets for, at a minimum, the next three (3) complete fiscal years
99 moving forward.

100 121.4-3. *Budget Contingency Plan.* The Oneida Business Committee shall work with the CFO,
101 executive managers and managers to create a budget contingency plan which provides a strategy
102 for the Nation to respond to extreme financial distress that could negatively impact the Nation.
103 The Oneida Business Committee shall approve, by resolution, the budget contingency plan and
104 any amendments thereto. The Oneida Business Committee is responsible for the implementation
105 of the budget contingency plan, provided that such implementation is predicated on the Oneida
106 Business Committee's determination that the Nation is under extreme financial distress. For the
107 purposes of this section, extreme financial distress includes, but is not limited to, natural or human-
108 made disasters, United States Government shutdown, Tribal shutdown (which occurs when the
109 General Tribal Council has not approved a budget for the Nation prior to the beginning of a new
110 fiscal year) and economic downturns.

111 (a) *Cost Savings Tools.* As part of the budget contingency plan, the Oneida Business
112 Committee may require stabilization funds, reductions of expenditures, furloughs and other
113 cost saving tools provided that such tools are in compliance with the Nation's laws,
114 specifically the Nation's employment laws, rules and policies.

115 (b) *Business Continuity Fund.* The Oneida Business Committee shall maintain a
116 Permanent Executive Contingency account within the ownership investment report to be
117 used to prevent default on debt and to sustain operations during times of extreme financial
118 distress. The Treasurer, in consultation with the CFO, shall establish, and the Oneida
119 Business Committee shall approve, the level of business continuity funds required in the
120 Permanent Executive Contingency account. The Treasurer shall set aside business
121 continuity funds in the Permanent Executive Contingency account until the established

level has been achieved. Funds in the Permanent Executive Contingency may only be used for the following purposes and only to the extent that alternative funding sources are unavailable:

- (1) Payments to notes payable to debt service, both principal and interest, and applicable service fees;
- (2) Employee payroll, including all applicable taxes;
- (3) Payments to vendors for gaming and retail;
- (4) Payments to vendors for governmental operations;
- (5) Payments to any other debt; and
- (6) To sustain any of the Nation's other operations during implementation of the budget contingency plan.

(c) *Grant Funds.* Grant funds are exempt from requirements of the budget contingency plan and any cost containment initiatives as such funding is not reliant on Tribal contributions. Grant funds shall be spent according to any non-negotiable grant requirements and guidelines of the granting agency to include purchases, travel, training, hiring grant required positions and any other requirements attached to the funds as a condition of the Nation's acceptance of the grant funds.

121.5. Budget Process

121.5-1. *General.* The Nation shall develop, adopt, and manage an annual budget. All revenues and expenditures of the Nation shall be in accordance with the annual budget adopted by the Nation.

121.5-2. *Content of Budget.* The Nation's budget shall include, but is not limited to, the following information:

- (a) Estimated revenues to be received from all sources for the year which the budget covers;
- (b) The individual budgets of each fund unit;
- (c) A description of each line item within each fund unit's budget;
- (d) The estimated expenditures by each fund unit; and
- (e) Each fund unit's strategic plan showing alignment with the Nation's goals.

121.5-3. *Budget Adoption Procedure.* The Nation shall develop and adopt its budget according to the following procedures:

(a) *Budget Schedule and Guidelines.* The Treasurer shall develop the necessary guidelines and procedures, including specific deadlines, for the Nation's budget development process. The Treasurer shall submit the guidelines for the development of the budget to the Oneida Business Committee for review and approval.

(b) *Budget Adoption.* The final draft budget shall be approved by the Oneida Business Committee through resolution prior to presentation to the General Tribal Council. The Oneida Business Committee shall present the budget to the General Tribal Council with a request for adoption by resolution no later than September 30th of each year. In the event that the General Tribal Council does not adopt a budget by September 30th, the Oneida Business Committee may adopt a continuing budget resolution(s) until such time as a budget is adopted.

- (1) *Emergency Budget Adoption.* In the event that the Nation proclaims an emergency, in accordance with the Emergency Management and Homeland Security law, which prevents presentation and adoption of the budget by the

General Tribal Council, the Oneida Business Committee shall adopt the Nation's budget.

121.6. Capital Improvements

121.6-1. *Capital Improvement Plan for Government Services.* The Oneida Business Committee shall develop and the General Tribal Council shall approve a capital improvement plan for government services and shall reassess the plan once every five (5) years. The capital improvement plan for government services shall cover a period of five (5) to ten (10) years and shall include any risks and liabilities. The Oneida Business Committee shall provide a status report and recommendation for any improvements that have not been completed or that have been modified at the time of the reassessment.

121.6-2. *Capital Improvement Plan for Enterprises.* Capital improvement plans for enterprises may be brought forward as needed in accordance with the capital improvement rules which the Community Development Planning Committee and the Development Division shall jointly create, provided that the rules shall include a provision that the Oneida Business Committee shall approve all capital improvement plans.

121.6-3. *Capital Improvement Plan Implementation.* Capital Improvement plans shall be implemented, contingent on available funding capacity, using the capital improvement rules.

121.7. Appropriation of the Nation's Funds

121.7-1. *Unexpended Capital Improvement Funds.* Unless the fund unit qualifies for an exception as provided in the capital improvement rules, unexpended capital improvement funds carry over to the next fiscal year's budget, provided that such funds are required to remain appropriated for the same purpose as originally budgeted until the project is complete. Once a capital improvement project is complete, any remaining unexpended funds shall be returned to the general fund to be re-allocated in accordance with the Oneida Business Committee's priority list under 121.5-3 using the regular budget process under 121.5.

121.7-2. *Unexpended Capital Expenditure Funds.* The CFO shall ensure that all unexpended capital expenditure funds are reallocated to the fiscal year budget two (2) years out from the fiscal year in which the funds were unexpended. Such unexpended funds shall be re-allocated in accordance with the Oneida Business Committee's priority list under 121.5-3 using the regular budget process under 121.5.

121.8. Budget Authority

121.8-1. *Authority to Expend Funds.* The Treasurer's authority to expend appropriated funds is delegated to the CFO, who shall make such expenditures in accordance with the adopted budget. This authority is necessarily delegated to other managers, including executive managers, of the Nation who manage the budgets, pursuant to their job descriptions based on the procurement manual rules developed by the Purchasing Department.

121.8-2. *Exhaustion of Non-Tribal Funds.* When grant funds provide for forward funding as applicable to a function for which the Nation's funds have also been appropriated, those grant funds shall be used before appropriating the Nation's funds unless the Nation's funds are needed to make up an otherwise shortfall in the overall fund unit budget or there is a restriction on the grant funds that provide otherwise.

121.8-3. In addition to the authority and responsibilities provided elsewhere in this law, the following positions and fund units shall have the authority and responsibilities as outlined below:

Emergency Extension Draft for OBC Consideration

2021 11 10

(a) *Oneida Business Committee*. Once the Nation's annual budget is adopted by the General Tribal Council, the authority of the Oneida Business Committee is limited to budget oversight except as otherwise provided in this law. However, these limitations do not prevent the Oneida Business Committee, with input from the CFO, from taking necessary action, on an emergency basis and within the scope of its authority, to protect and safeguard the resources and general welfare of the Nation and ensure compliance with applicable laws, regulations and requirements. The OBC shall ensure that the CFO performs the duties and responsibilities as assigned under this law.

(b) *Treasurer*. In addition to the Treasurer's Constitutional responsibilities, the Nation's Treasurer shall:

(1) Submit expenditure reports and other financial reports as deemed necessary by the Oneida Business Committee and/or the General Tribal Council at:

(A) The annual General Tribal Council meeting;

(B) The semi-annual General Tribal Council meeting; and

(C) Other such times as may be directed by the Oneida Business Committee and/or the General Tribal Council.

(2) Present the proposed draft budget to the General Tribal Council at the annual budget meeting as required by section 121.5-9.

(c) *Chief Financial Officer*. Once the Nation's budget is properly adopted, the CFO shall ensure that it is properly implemented. The CFO shall:

(1) Provide managers with monthly revenue and expense reports in order for the managers to track their expenditures;

(2) Submit, to the Oneida Business Committee, a written report of any monthly variances that are either a difference of three percent (3%) or more from the adopted annual budget or \$50,000 or more in total; and

(3) Conduct financial condition meetings with the Nation's management on a quarterly basis.

(d) *Managers*. Managers of each business unit shall:

(1) Ensure that their business units operate, on a day-to-day basis, in compliance with the budget adopted pursuant this law;

(2) Report to the CFO explanations and corrective actions for any monthly variance that are either a difference of three percent (3%) or more from the adopted annual budget or \$50,000 or more in total; and

(3) Submit budget review reports to the CFO on a reasonable and timely basis not to exceed thirty (30) calendar days from the end of the month.

121.9. Budget Transfers; Amendments

121.9-1. *Budget Transfers*. After the budget is adopted, transfer of funds within the budget is not permitted except as provided in section 121.8-3(a) and to allow the CFO to adjust the approved budget as required to accurately reflect the amount of grant funding actually received.

121.9-2. *Budget Amendments*. After the budget is adopted, amendments of the budget are not permitted except as provided in section 121.8-3(a).

121.10. Reporting

121.10-1. *Monthly Reporting*. The CFO shall provide copies of the monthly Treasurer's reports and quarterly operational reports from direct reports to the Oneida Business Committee in

accordance with Secretary's Oneida Business Committee packet schedule for the Oneida Business Committee Meeting held for the acceptance of such reports.

121.10-2. *Audits.* The Internal Audit Department, annually, shall conduct independent comprehensive performance audits, in accordance with the Audit Law, the Financial Accounting Standards Board (FASB) and the Governmental Accounting Standards Board (GASB), of randomly selected fund units or of fund units deemed necessary by the Oneida Business Committee or Internal Audit Department. Each fund unit shall offer its complete cooperation to the Internal Audit Department. The Oneida Business Committee may, as it deems necessary, contract with an independent audit firm to conduct such audits.

121.11. Authorizations and Signatures

121.11-1. *General.* The procurement manual rules developed by the Purchasing Department shall provide the sign-off process and authorities required to expend funds on behalf of the Nation.

121.11-2. *Fees and Charges.* Managers of programs and services requiring Tribal contribution that desire to charge fees for their services shall determine the full cost of providing the program and/or service and, only then, may charge fees to cover operational costs. The full cost of providing a program and/or service includes all costs including operation costs, overhead such as direct and indirect costs, and depreciation. Fees and charges may cover the full cost of service and/or goods whenever such fee or charge would not present an undue financial burden to recipient. Programs and services charging fees may offer fee waivers, provided that the program/service has developed rules outlining the fee waiver eligibility and requirements.

121.12. Enforcement

121.12-1. *Compliance and Enforcement.* All employees and officials of the Nation shall comply with and enforce this law to the greatest extent possible.

121.12-2. *Violations.* Violations of this law shall be addressed using the applicable enforcement tools provided by the Nation's laws, policies and rules, including but not limited to, those related to employment with the Nation, conflicts of interest, ethics and removal from an elected position.

121.12-3. *Civil and/or Criminal Charges.* This law shall not be construed to preclude the Nation from pursuing civil and/or criminal charges under applicable law. Violations of applicable federal or state civil and/or criminal laws may be pursued in a court having jurisdiction over any such matter.

End.

Adopted-BC-02-08-17-C

Emergency Amended – BC-11-24-20-E

Emergency Amended – BC-05-12-21-C

Emergency Extended – BC- - - -

Adopt resolution entitled **Oneida Business Committee Agenda Request** – Brown County

1. Meeting Date Requested: 11 / 10 / 21

2. General Information:

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

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Approval of a resolution to authorize and support the submission of a grant application to the State of Wisconsin - Department of Justice for CY 2022 County Tribal Law Enforcement Grant

3. Supporting Materials

☐ Report ☒ Resolution ☐ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The Wisconsin Department of Justice requires an approved, signed resolution by the governing body as part of the County Tribal Law Enforcement grant application guidelines. The Oneida Police Department and the Brown County Sheriff's Department will collaborate on an application in the total amount of \$33,241 with each Department receiving \$16,620.50. This funding will be used to fund law enforcement operations.

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

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # _____ CY 2022 County Tribal Law Enforcement Grant – Brown County

- 1
2
3 **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe
4 recognized by the laws of the United States of America; and
5
6 **WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
7
8 **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1,
9 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
10
11 **WHEREAS,** the Oneida Nation has determined that the overall goal is to protect, maintain and improve
12 the standard of living and the environment in which the Oneida people live; and
13
14 **WHEREAS,** the Oneida Police Department was established and whose mission is to...*"Serve the*
15 *community, within the Oneida Reservation boundaries, by helping build a stronger, safer*
16 *community through police protection and services while instilling a sense of unity and*
17 *treating all with respect, dignity and compassion"*; and
18
19 **WHEREAS,** the purpose of the Oneida Police Department is to improve the safety and quality of life in
20 our community, develop partnerships and relationships, enforcing the law and continuing
21 to carry out and succeed with our community service programs. To ensure the most
22 efficient, safest, and effective deliver of public safety services to meet our community's
23 needs and to improve our policing skills, our goal is to address our most current law
24 enforcement necessities; and
25
26 **WHEREAS,** the Oneida Nation encourages the collaborative effort between the Oneida Police
27 Department and other local law enforcement agencies, such as the Brown County Sheriff's
28 Department to continue to provide joint community policing efforts for our community and
29 members; and
30

31 **NOW THEREFORE BE IT RESOLVED** that the Oneida Nation authorizes and supports the submission of
32 a grant application to the State of Wisconsin – Department of Justice for the Calendar Year 2022 County
33 Tribal Law Enforcement \$16,620.50.
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GRANT SYNOPSIS

GRANT: CY 2022 County Tribal Law Enforcement – Brown County
State of Wisconsin – Department of Justice

PROGRAM: Oneida Police Department

PROGRAM DIRECTOR: Eric Boulanger, Chief of Police

MATCH: None

SUMMARY: The 2022 state funding will assist un with the purchase of replacement equipment, uniforms, continued maintenance agreements for our equipment/software and supplies for our community programs.

Adopt resolution entitled **Oneida Business Committee Agenda Request** – Outagamie County

1. Meeting Date Requested: 11 / 10 / 21

2. General Information:

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

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Approval of a resolution to authorize and support the submission of a grant application to the State of Wisconsin - Department of Justice for CY 2022 County Tribal Law Enforcement Grant.

3. Supporting Materials

☐ Report ☒ Resolution ☐ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The Wisconsin Department of Justice requires an approved, signed resolution by the governing body as part of the County Tribal Law Enforcement grant application guidelines. The Oneida Police Department and the Outagamie County Sheriff's Department will collaborate on an application in the total amount of \$30,321 with each Department receiving \$15,160.50. This funding will be used to fund law enforcement operations.

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

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # _____

CY 2022 County Tribal Law Enforcement Grant – Outagamie County

- 1
2
3 **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe
4 recognized by the laws of the United States of America; and
5
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7
8 **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1,
9 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
10
11 **WHEREAS,** the Oneida Nation has determined that the overall goal is to protect, maintain and improve
12 the standard of living and the environment in which the Oneida people live; and
13
14 **WHEREAS,** the Oneida Police Department was established and whose mission is to....*"Serve the*
15 *community, within the Oneida Reservation boundaries, by helping build a stronger, safer*
16 *community through police protection and services while instilling a sense of unity and*
17 *treating all with respect, dignity and compassion.*; and
18
19 **WHEREAS,** the purpose of the Oneida Police Department is to improve the safety and quality of life in
20 our community, develop partnerships and relationships, enforcing the law and continuing
21 to carry out and succeed with our community service programs. To ensure the most
22 efficient, safest, and effective delivery of public safety services to meet our community's
23 needs and to improve our policing skills, our goal is to address our most current law
24 enforcement necessities; and
25
26 **WHEREAS,** the Oneida Nation encourages the collaborative effort between the Oneida Police
27 Department and other local law enforcement agencies, such as the Outagamie County
28 Sheriff's Department to continue to provide joint community policing efforts for our
29 community and members; and
30

31 **NOW THEREFORE BE IT RESOLVED** that the Oneida Nation authorizes and supports the submission of
32 a grant application to the State of Wisconsin - Department of Justice for the Calendar Year 2022 County
33 Tribal Law Enforcement Grant in the amount of \$15,160.50.
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GRANT SYNOPSIS

GRANT: CY 2022 County Tribal Law Enforcement – Outagamie County
State of Wisconsin – Department of Justice

PROGRAM: Oneida Police Department

PROGRAM DIRECTOR: Eric Boulanger, Chief of Police

MATCH: None

SUMMARY: The 2022 state funding will assist us with the purchase of replacement uniforms, supplies, updated squad equipment and continue with maintenance agreements for our equipment and software.

Enter the e-poll results into the record regarding the adoption of resolution # BC-11-01-21-A Obligation for

Business Committee Agenda Request

1. Meeting Date Requested: 11/10/21

2. General Information:

Session: ☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

- | | | |
|--|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input checked="" type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:

Authorized Sponsor: Lisa Liggins, Secretary

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: LLIGGINS

Lisa A. Liggins

From: Secretary
Sent: Tuesday, November 2, 2021 3:52 PM
To: Secretary; Brandon L. Yellowbird-Stevens; Cristina S. Danforth; Daniel P. Guzman; David P. Jordan; Ethel M. Summers; Jennifer A. Webster; Kirby W. Metoxen; Lisa A. Liggins; Tehassi Tasi Hill
Cc: BC_Agenda_Requests; Danelle A. Wilson; Rhiannon R. Metoxen; Kristal E. Hill; Amy L. Spears
Subject: E-POLL RESULTS: Adopt resolution entitled Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue
Attachments: BCAR Adopt resolution entitled Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue.pdf; 11-01-21-A Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue.pdf
Importance: High

E-POLL RESULTS

The e-poll adopt resolution entitled Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue, **has carried**. Below are the results:

Support: Daniel Guzman King, David P. Jordan, Lisa Liggins, Kirby Metoxen, Brandon Stevens, Marie Summers, Jennifer Webster

Note: Per section 4.3 of the Conducting Electronic Voting (E-Polls) SOP, e-polls shall be open for response for one (1) business day. Since the e-poll request was not delivered to the BC Members' email addresses until 8:08 a.m. on Friday, October 29, 2021, voting closed on Monday, November 1, 2021.

Lisa Liggins
Secretary
Oneida Business Committee

From: Secretary <TribalSecretary@oneidanation.org>
Sent: Friday, October 29, 2021 8:08 AM
To: Tehassi Tasi Hill <thill7@oneidanation.org>; Brandon L. Yellowbird-Stevens <bsteven@oneidanation.org>; Cristina

S. Danforth <cdanfor4@oneidanation.org>; Lisa A. Liggins <lliggins@oneidanation.org>; Daniel P. Guzman <dguzman@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Kirby W. Metoxen <KMETOX@oneidanation.org>; Ethel M. Summers <esummer1@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>

Cc: Secretary <TribalSecretary@oneidanation.org>; Kristal E. Hill <khill@oneidanation.org>; Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>; Danelle A. Wilson <dwilson1@oneidanation.org>

Subject: E-POLL REQUEST: Adopt resolution entitled Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue

Importance: High

E-POLL REQUEST

Summary:

The attached letter was received requesting GLITC member tribes commit \$50K towards the Adolescent Wellness Treatment Center. APRA FRF LR, Overall Priority category, has been identified as an appropriate source of funding. Adoption of the resolution obligates the funds, but does not authorize expenditure. The resolution is exempt from the statement of effect requirement.

The Adolescent Wellness Treatment Center is an ongoing initiative the Nation has supported for many years. Specifically action was taken in 2014 to support the concept. Chairman Hill will be working to have a full presentation for the BC at an upcoming CDPC or QoL meeting.

Draft response to GLITC is also attached.

Justification for E-Poll: Response is needed before the end of the month of October.

Requested Action:

Adopt resolution entitled Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue

Deadline for response:

Responses are due no later than **4:30 p.m., Friday, October 29, 2021.**

Voting:

1. Use the voting button above, if available; OR
2. Reply with "Support" or "Oppose".

Lisa Liggins

Secretary

Oneida Business Committee

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # 11-01-21-A

Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Nation has received federal funds through the American Rescue Plan Act of 2021 (*ARPA*) funds to address matters arising out of the COVID-19 pandemic; and
- WHEREAS,** the Oneida Business Committee has approved application of ARPA funds to lost revenue and allocation of tribal funds to the ARPA Fiscal Recovery Funds to investments in the “Lost Revenue” line (*ARPA FRF LR*) in the Investment Report; and
- WHEREAS,** the Oneida Business Committee has determined that these funds should be used as set out in resolution # BC-06-09-21-B, as amended by resolution # BC-06-23-21-C which designates percentage allocations of ARPA FRF LR to eight areas of use (*percentages rounded*) –
- Direct Membership Assistance, 45% of funds;
 - Housing, 17% of funds;
 - Food and Agriculture, 12% of funds;
 - Education, 6% of funds;
 - Culture and Language, 10% of funds;
 - Revenue Generations, 2% of funds;
 - Government Roles and Responsibilities, 3% of funds;
 - Overall Priority – Land, Infrastructure, Sovereignty, 5% of funds; and
- WHEREAS,** the member Nations of the Great Lakes Inter-Tribal Council (*GLITC*) have identified providing support for those Native youth that addicted to prescription drug abuse should be taken up in partnership to provide assistance to all Native nations and communities and will help in combating prescription drug abuse in Native communities; and
- WHEREAS,** the Oneida Business Committee supported this project by motion during the December 10, 2014 meeting, a business plan has been developed, and facility plans have been identified through work with GLITC to allow this shovel-ready project to proceed; and
- WHEREAS,** the Project Owner for the proposed project is requesting \$50,000 obligated from the ARPA FRF LR, Overall Priority; and

BC Resolution # 11-01-21-A
Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American
Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue
Page 2 of 2


WHEREAS, this project will be concluded upon purchase of land to build the adolescent wellness treatment facility; and

WHEREAS, the Oneida Business Committee has reviewed the proposed project; and

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee approves the obligation of funds for the Adolescent Wellness Treatment Center Tribal Partnership project, in the amount of \$50,000 from ARPA FRF LR, Overall Priority with Chairman Tehassi Hill assigned as the Project Owner to release funds to the corporate entity upon creation and review of the proposed business plan by the Nation's Business Analyst.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 7 members participated in an electronic vote (e-poll) which closed on the 1st day of November, 2021; that the forgoing resolution was duly adopted by a vote of 7 members for, 0 members against, and 0 members not voting*; and that said resolution has not been rescinded or amended in any way. The results of the e-poll will be entered into the record at the next Oneida Business Committee scheduled on November 10, 2021.



Lisa Liggins, Secretary
Oneida Business Committee

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

Oneida Business Committee Agenda Request**1. Meeting Date Requested:** ___ / ___ / ___**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

Adopt resolution entitled Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue

3. Supporting Materials☐ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☒ Unbudgeted**5. Submission**Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The attached letter was received requesting GLITC member tribes commit \$50K towards the Adolescent Wellness Treatment Center.

APRA FRF LR, Overall Priority category, has been identified as an appropriate source of funding.

Adoption of the resolution obligates the funds, but does not authorize expenditure. The resolution is exempt from the statement of effect requirement.

The Adolescent Wellness Treatment Center is an ongoing initiative the Nation has supported for many years. Specifically action was taken in 2014 to support the concept.

Chairman Hill will be working to have a full presentation for the BC at an upcoming CDPC or QoL meeting. Draft response to GLITC is also attached.

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

Oneida Nation

Post Office Box 365

Phone: (920)869-2214

Oneida, WI 54155



BC Resolution # Leave this line blank

Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
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- WHEREAS,** the Oneida Business Committee has approved application of ARPA funds to lost revenue and allocation of tribal funds to the ARPA Fiscal Recovery Funds to investments in the "Lost Revenue" line (*ARPA FRF LR*) in the Investment Report; and
- WHEREAS,** the Oneida Business Committee has determined that these funds should be used as set out in resolution # BC-06-09-21-B, as amended by resolution # BC-06-23-21-C which designates percentage allocations of ARPA FRF LR to eight areas of use (*percentages rounded*) –
- Direct Membership Assistance, 45% of funds;
 - Housing, 17% of funds;
 - Food and Agriculture, 12% of funds;
 - Education, 6% of funds;
 - Culture and Language, 10% of funds;
 - Revenue Generations, 2% of funds;
 - Government Roles and Responsibilities, 3% of funds;
 - Overall Priority – Land, Infrastructure, Sovereignty, 5% of funds; and
- WHEREAS,** the member Nations of the Great Lakes Inter-Tribal Council (*GLITC*) have identified providing support for those Native youth that addicted to prescription drug abuse should be taken up in partnership to provide assistance to all Native nations and communities and will help in combating prescription drug abuse in Native communities; and
- WHEREAS,** the Oneida Business Committee supported this project by motion during the December 10, 2014 meeting, a business plan has been developed, and facility plans have been identified through work with GLITC to allow this shovel-ready project to proceed; and
- WHEREAS,** the Project Owner for the proposed project is requesting \$50,000 obligated from the ARPA FRF LR, Overall Priority; and

BC Resolution # _____

**Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American
Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue**
Page 2 of 2

44 **WHEREAS,** this project will be concluded upon purchase of land to build the adolescent wellness
45 treatment facility; and
46

47 **WHEREAS,** The Oneida Business Committee has reviewed the proposed project; and
48

49 **NOW THEREFORE BE IT RESOLVED,** that the Oneida Business Committee approves the obligation of
50 funds for the Adolescent Wellness Treatment Center Tribal Partnership project, in the amount of \$50,000
51 from ARPA FRF LR, Overall Priority with Chairman Tehassi Hill assigned as the Project Owner to release
52 funds to the corporate entity upon creation and review of the proposed business plan by the Nation's
53 Business Analyst.



Oneida Nation
Oneida Business Committee
PO Box 365 • Oneida, WI 54155-0365
oneida-nsn.gov



October 28, 2021

Great Lakes Inter-Tribal Council [or to recipient if not GLITC]
[insert address]

RE: Commitment to Participate in Adolescent Wellness Treatment Center Partnership

To Whom it May Concern [or insert name]:

The Oneida Business Committee received a proposal from the member Tribes of the Great Lakes Inter-Tribal Council for the purposes of developing and operating an Adolescent Wellness Treatment Center partnership. The goal of this facility would be incorporation of our beliefs and culture in providing treatment opportunities for our youth impacted by drug abuse, especially the rising impact of prescription drug abuse. We approved this concept and participation at our December 10, 2014 regular meeting of the Oneida Business Committee.

Since that time GLITC, on behalf of the member Tribes, has moved forward to develop a business plan, identify a proposed location in Marathon County, and how the operations would be conducted through a corporate entity. We continue to believe in this project and its positive impact on GLITC member Tribes and their citizens.

By resolution # _____, the Oneida Business Committee has committed \$50,000 toward the proposed project upon review of an updated business plan and development of the corporate entity. We are pleased to see this project begin to be realized and support the Stockbridge-Munsee Community Band of Mohican Indians in taking a leadership role in applying for additional funding through the Wisconsin Department of Administration's Neighborhood Investment Fund.

If you have further questions, please contact me.

Adolescent Wellness Treatment Center Update

February 15, 2021

We have engaged Green Fire Management Group to help execute the next phase of the AWTC, they are working with the Shakopee Mdewakanton Sioux Community acquisition and ownership group of Windward Engineers & Consultants, a certified minority business enterprise engineering firm headquartered in Minneapolis. The ownership group also includes Nelson Worldwide, which provides architecture, design and brand strategy services in Minnesota and across the country, and Jason Booth, a Turtle Mountain Chippewa member and business owner experienced in tribal development and corporate supplier diversity.

The Architecture and Engineering plans are slated to be done in April with the intent to expand as well as more information to guide the site of project designation of Marathon County given its central location to provide access to all tribal nations of Wisconsin. We are also in parallel finding other funding opportunities through SAMSHA and other resources to assist in continuation of build out of plan and internal principle development from operations to infrastructure. The GLITC CEO is also assisting in sourcing and additional development and outreach.

Project Scope

- a. Residential Care Facility
- i. 36 Beds, 25,000 SF, Single-Story

Project Schedule

- a. Workplan Review/Milestones
- i. Programming: February 10 (approval by February 12)
- ii. Schematic Design: February 24 (approval by February 26)
- iii. Design Development: March 24 (approval by March 26)
- iv. Construction Documents 90% Review: April 15 (approval by April 16)
- v. Construction Documents Final Review: April 28 (approval by April 30)

A request in the state budget has been made to help with the accreditation and operations piece. Because of the pandemic, it has slowed the project, but we are now back on track with a slated completion of this phase by April and the plan of continuation in time for the third phase. We continue to seek explore the operational aspects as proposed in GLITC AWTC COTA holding feasibility study and business plan. The plan is being update with a new proforma to reflect most recent market but the building itself is still slated to be 8 million based on 36 Beds, 25,000 SF, Single-Story.

I anticipate wrap around services and the ability expansion. We have had ongoing discussions about structure of Section 7, or expanded proprietorship the last time it was presented tribes, Tribes were still determining capabilities or interest, too date 1 tribe has committed and 1 before pandemic now is going to revisit enjoiment of partnership. We are also are thinking with the new impending COVID relief stimulus legislative monies it might afford inclusive partnership of all tribes of Wisconsin we are still exploring possibilities and are always open to be inclusive of input, guidance or partnership.

Most appreciatively,

Shannon Holsey
President
N8476 MohHeConNuck Road
Bowler, WI 54416
(715) 793-4387 Office

Great Lakes Inter-Tribal Council
Native American Adolescent Wellness Treatment Center Update
June 2021

The Stockbridge-Munsee Community recently completed the architectural and engineering design plans for the Native American Adolescent Wellness Treatment Center on behalf of Great Lakes Inter-Tribal Council's (GLITC) eleven tribal nations. This plan builds upon the previously funded GLITC project. It is intended to facilitate and complete all necessary and required steps to identify and secure a suitable location to site the facility, refine business planning details, complete program design and operational elements, fully scope staffing needs, review licensing requirements, and other tasks as needed to establish a youth residential substance abuse treatment facility aligned with the organizational models and program options analyzed and presented in the GLITC Business Plan for a Regional Substance Abuse and Mental Health Treatment Facility dated July 2018. The youth treatment facility will specialize in the treatment of opioid use disorder and the provision of culturally relevant and responsive residential substance abuse treatment services for Native Americans. The facility will prioritize meeting the substance abuse treatment needs of Native American youth, ages 13-17, and be open to non-Native adolescents as well.

The residential center is to be a 36 bed in-treatment facility, centrally located within or near Wausau, Wisconsin. It will accept all forms of reimbursements, including Indian Health Services (IHS) reimbursements; be fully certified or licensed, and accredited to provide all forms of FDA approved medications for opioid use disorder; and provide a full spectrum of coordinated, wrap-around behavioral health, substance abuse, and individual or family services necessary to support and individual's reintegration into home, personal, and community life. To date, the project has been funded through State tribal gaming dollars budget revenue.

The opioid crisis has reached unprecedented proportions within the U.S. and in Native communities. The COVID-19 pandemic is associated with school closures, job loss, social isolation and compounding effects of the existing opioid epidemic and mental health crisis. Native people experience vastly disproportionate health disparities and outcomes whether living on or near tribal lands or in our urban centers. Currently, there are no residential treatment facilities in Wisconsin for youth under 18 that accept Indian Health Services (IHS) reimbursements. There are no youth residential treatment facilities incorporating Native-centric cultural elements or traditional healing practices, and very limited alternatives for families seeking specialized residential treatment for youth with an opioid addiction.

There are 11 tribes and close to 54,000 Native people in Wisconsin. From 1999 to 2015, the death rate from opioid overdoses rose more than 500% among Native Americans. From June 2016 to September 2017, the death rate from opioid overdoses in Wisconsin increased by 109%. According to the Centers for Disease Control and Prevention (CDC), 13% of American Indian teenagers have used OxyContin – double the national average. While there is an increase in usage across most racial groups, from 2014 to 2016 there was a major spike in opioid-related hospital discharges among Native American youth under 24 years of age that substantially exceeds the levels for all other minority groups. Rather than see Native communities further devastated by more deaths of their youth, GLITC's 11 member tribes have committed themselves to developing an effective and accredited residential treatment facility and program that will maintain a strong relationship to the tribal communities in Wisconsin and each tribe's IHS Behavioral Health Center programs. The planned adolescent treatment facility will address a critical need among a seriously underserved population by providing a spectrum of specialized substance abuse treatment services for Native

Great Lakes Inter-Tribal Council
Native American Adolescent Wellness Treatment Center Update
June 2021

adolescents and provide tools and programs for all addicted youth, which will enable them to reintegrate back into their communities and re-initiate a constructive life, as well as save young lives that otherwise would be lost.

Research studies show that relapse rates for people with addiction are comparable to the relapse rates for people with hypertension and diabetes. Like other chronic diseases, addiction requires continuing care to manage and prevent relapse. People who complete an addiction treatment program of at least 30 days have a higher degree of success in achieving sobriety and remaining abstinent long-term. People who leave rehab with a comprehensive continuing care plan that provides tools for living a sober life will transition to abstinence more successfully and have better rates of sustained recovery. Tribal Behavioral Health Programs will play a vital role in providing this continuity of care.

This project is led by the GLITC Board of Directors. GLITC was incorporated in 1965 with the purpose of providing a mechanism through which tribes could work through the challenges of governance and services to their constituents. GLITC supplements the member tribes' own efforts through development and operation of health and human service programs, elders and aging programs, education programs, and economic development programs in the reservation communities it serves.

The next phase of the Native American Adolescent Wellness Treatment Center builds upon developing an operation and governance board with the development of an independent limited liability corporation, and specific site designation to finalize the project on behalf of the Wisconsin tribes and one Michigan tribe to establish infrastructure and operations. The build is slated at \$12 million and the GLITC tribes have requested, through tribal gaming revenue, additional grant designation for the next phase of the project.

We continue to seek alternative funding sources to offset overall cost through various agencies and are exploring tax credits and a designation of opportunity zone. Capital investment can be structured to fund a 36-bed facility using incentive financing that effectively allows a consortium of Great Lakes tribes to build and operate a 36-bed treatment center with minimal capital investment. Depending upon policy priorities, profit could be used to continuously expand and improve services or be reinvested into another center. This endeavor is over 20 years in the making.

**GREAT LAKES INTER-TRIBAL COUNCIL, INC.**

P.O. Box 9, Lac du Flambeau, Wisconsin 54538
Phone: 715-588-3324 Fax: 715-588-7900

TTY: 715-588-1774 Email: glitc@glitc.org

June 4, 2021

Senator Howard Marklein
State Capitol
Room 316 East
PO Box 7882
Madison, WI 53707

Representative Mark Born
State Capitol
Room 308 East
PO Box 8952
Madison, WI 53708

Senator Duey Stroebel
State Capitol
Room 18 South
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Senator Dale Kooyenga
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Room 310 South
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Senator Mary Felzkowski
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Senator Kathleen Bernier
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Senator Joan Ballweg
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Senator Jon Erpenbach
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Senator LaTonya Johnson
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Representative Amy Loudenberg
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Representative Terry Katsma
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Representative Shannon Zimmerman
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Representative Jessie Rodriguez
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Representative Tony Kurtz
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Representative Evan Goyke
State Capitol
Room 112 North
PO Box 8952
Madison, WI 53708

Representative Greta Neubauer
State Capitol
Room 111 North
PO Box 8953
Madison, WI 53708

Sent via email

RE: Youth Adolescent Treatment Center (#147)

Dear Members of the Joint Committee on Finance,

We are once again writing to explain the importance of a project in the Tribal Budget Requests. Governor Walker was the first one to fund the Adolescent Wellness Treatment Center initiative with 2017 Act 59. Through the initial funding, a feasibility study was conducted and a business plan for a regional substance abuse and mental health treatment facility for youth was developed. The project continued to receive bipartisan support by Governor Evers in his first budget cycle.

Continued funding is needed to move forward to building a youth treatment facility in central Wisconsin. This facility will specialize in the treatment of opioid use disorders and provide culturally relevant and responsive residential substance abuse treatment services for Native Americans. The facility will meet the substance abuse treatment needs of Native American youth, ages 13-17, and will serve non-Native youth as well.

The opioid crisis has reached unprecedented proportions in the United States and in Native communities. Native American youth are twice as likely as non-Native youth to have used opioids for nonmedical purposes. Approximately one in four Native American youth in Wisconsin have misused opioids. The COVID-19 pandemic has intensified the effects of the existing opioid epidemic and mental health crisis. Our request for inclusion of \$350,000 annually in the 2021-23 biennium budget is to bring this project to the point of construction. That will include the following phases:

- Site selection
- Developing the charter for member Tribes
- Completing the financing/operational model
- Licensing, regulatory and accreditation certification
- Business structure deployment
- Establishing a culturally appropriate treatment model
- Establishing program and treatment protocols
- Establishing a clinical staffing model

Our goal is to gain operational readiness for the construction of the facility. The proposed treatment center will address a critical need for a seriously underserved population. Our objective is to provide tools and programs for all addicted youth which will enable them to reintegrate back into their communities in a constructive way, as well as save young lives that otherwise would be lost.

We are respectfully requesting that the Joint Committee on Finance includes \$350,000 for the Adolescent Wellness Treatment Center in each year of the 2021-2023 state budget.

Sincerely,

DocuSigned by:

Shannon Holsey

4704E81772CD4D9...

Shannon Holsey

GLITC President and President of the Stockbridge-Munsee Community



Bryan J. Bainbridge
Chief Executive Officer

cc: Speaker Robin Vos
Senate Majority Leader Devin LeMahieu
Governor Evers
Tribal Chairpersons and Presidents

Adolescent Wellness Center



“Where We Teach and Where They
Learn”

Project Vision



Development of a facility based on Indigenous philosophies as the foundation for wellness of the person and family.

This initiative will provide an opportunity for young people to discover their confidence and contributions to themselves, their families, their community and their Tribal Nation.

Executive Summary

- The Adolescent Wellness Program is founded on Indigenous cultural principles, values and teachings serving as the foundation for the health of the young individual citizen of their respective Tribal Nation. The wellness program provides care and treatment for Indigenous adolescents to discover who they are, and what their place should be as part of their community.

Foundation of Identity

- The four “cornerstones” of the program are:
- **Gakina-awiiya / Ukwehoneha**– We are all related (Personal Development);
- **Gikinoo’amaadiwin /Yukwa.ahlukha.tsia?** – The way to continuing knowledge (Academic Development);
- **Bimaadiziwin/Tsihniholihotu** – Our Way of Life (Cultural Development), and
- **Gwayakochigewin / Ka?tshatst^sla** – Doing the right thing, doing the thing right (Resiliency/Resistance)

Program Path



- Individualized Care
- Cultural Grounding and Identity
- Empowerment
- Spiritual Development /Reinforcement

Five Program Goals

1. Physical Healing, Well Being and Life Skills;
2. Connecting to Identity and Cultural Ways;
3. Achieving Spiritual Healing and Well-Being;
4. Empowerment; and
5. Capacity Building and Making Choices.

Project Impact

- Delivery of Services to our young citizens of Tribal Nations
 - Health – Physically – Emotionally – Culturally – Spiritually
- Economic Impact and Job Creation
 - Construction
 - Professional Positions
 - Para-Professional Positions
- Collaboration Model will gain national recognition!

Adolescent Wellness Center

“Where we Teach and Where they Learn”



Conceptual Development of a facility which embraces our Indigenous philosophies as the foundation for wellness of the person and family.

This initiative will provide an opportunity for our young people to discover their confidence and contributions to themselves, their families, their community and their Tribal Nation.

ADOLESCENT WELLNESS PROGRAM

Executive Summary

The Adolescent Wellness Program is founded on Indigenous cultural principles, values and teachings to serve as the foundation for the health of the young individual citizen of their respective Tribal Nation. The wellness program provides care and treatment for Indigenous adolescents to discover who they are, and what their place should be as part of their community.

Vision Statement

We envision a world in which each Indigenous child has the opportunity to explore, develop and express the gifts and potentials they have been endowed with.

Therefore, we envision a program that incorporates the best of Traditional Indigenous beliefs, values and culture-based practices to provide healing, understanding and empowerment as the foundation for achieving the first gift of Creation – Mino Bimaadiziwin.

The focus of the program is to work intensively with those youth who have experienced severe individual and/or family difficulties that underpin emotional, behavioral, and psychological issues the child is struggling with. The “cornerstones” and philosophies of the program are drawn from Anishinabe and Haudenosaunee cultures but can be easily adapted to fit with other Indigenous cultures.

The four “cornerstones” of the program are:

Gakina-awiiya / Ukwehoneha – We are all related (Personal Development);
Gikino’amaadiwin / Yukwa.ahlukha.tsia? – The way to continuing knowledge (Academic Development);
Bimaadiziwin / Tshniholihotu – Our Way of Life (Cultural Development), and
Gwayakochigewin / Ka’itshatst^sla – Doing the right thing, doing the thing right (Resiliency/ Resistance)

It is our belief that each child who comes to the program arrives with their own set of strengths and potentials as well as the problems they are facing. It is our responsibility to identify and assess these strengths and potentials as the *base line* from which the child can embark on a more positive and fulfilling Life Journey.

The youth we have chosen as our focus are within the Life Time called “*The Fast Life*”. Our Teachings tell us this is a time when they are developing their initial Belief System and, its time when they will be transitioning from the Child Life to the Adult Life. These are two extremely critical times during which they need support, encouragement, and guidance. The program will provide this through:

Individualized Care: Each youth is an active member of the wellness team which is composed of our staff, parents/guardians and other professionals. Their perspectives, needs and dreams are purposefully elicited and prioritized in the design and implementation of their individual treatment plan. Utmost respect is accorded to their dignity, integrity, and rights throughout the process.

Cultural Grounding & Identity: Each youth is provided the opportunities to strengthen their Cultural Awareness, Cultural Knowledge, and Cultural Skills and engage in positive Cultural Encounters.

Empowerment: Each youth will participate in Group and Educational activities that focus on assessing and strengthening their academic achievements, their life skills, decision-making, inter-personal relations, and resistance to negative factors in their lives.

Spiritual Development/Reinforcement: Each youth will be encouraged and supported in pursuing their sense and understanding of spirituality in their lives. The program provides elders, teachers and medicine people who can be called upon to assist the youth on their personal and group learning path.

It has long been established that Indigenous peoples learn most effectively through experiential dynamics in which they actively participate, have the opportunity to process the lesson learned and plan for their next levels of learning. All aspects of the program are rooted in this tradition of experiential learning and therapy. The fundamental approach of the program is based on a traditional design that moves consecutively through stages of Awareness/Struggle, Build/Actualize, and Maintain/Grow and integrates Holistic Healing & Wellness.

The basic flow of the System is from **Awareness/Struggle** of our original way of being and of the circumstances that disrupted our communities, families and our personal lives and the impacts that these circumstances have had on our lives by sourcing the causes of our present behaviors and issues; then **Build/Actualize** toward a reclaimed sense of wellness and well-being. Participants are given the tools and encouraged to develop an “Indigenous Plan of Care” that will continue to **Maintain/Grow** the healthy and empowered direction they have

taken in their lives. Integral to the whole program is the incorporation of **Holistic Healing & Wellness** resources drawn from both traditional and contemporary sources.

PROGRAM GOALS

The five Program Goals are:

1. Physical Healing, Well Being and Life Skills;
2. Connecting to Identity and Cultural Ways;
3. Achieving Spiritual Healing and Well-Being;
4. Empowerment; and
5. Capacity Building and Making Choices.

PROGRAM OBJECTIVES

The Program Objectives are:

- **A sense of competence** – the feeling there is something that one can do well and take pride in.
- **A sense of usefulness** – the feeling that one's existence is beneficial and of value.
- **A sense of belonging** – a knowing that one has a place in the world where they belong and occupy.
- **A sense of power and influence** – a knowing that one has choices and capability to exercise them in a positive and empowering manner.
- **A sense of knowing and discerning** – a knowing that one has the intellectual and mental capabilities to learn and grow.
- **A sense of celebration and joy** – the feeling and knowing that one has been born to live a life of creative expression and fulfillment.

INDIGENOUS WORLDVIEW

The Program is predicated on immersing the youth in their Indigenous Worldview and Cultural Foundations. The Indigenous Worldview is a critical part of personal development and will be integrated into all aspects of programming. As a conceptual example of world view the following are the foundational concepts introduced in Ojibway and Oneida for purposes of demonstrating the importance of developing the collaborative methodology for the treatment programming.

1. Debasendizowin (de-ba-sen-diz-o-win) / Yakniani.t^hal (yag-nee-a-nee-dal) = Humility

- To recognize oneself as a sacred and equal part of the Creation.
- To be modest in one's actions.
- To demonstrate sensitivity to others.
- To be respectful of the thoughts and ideas of others.
- To recognize one's strengths and weaknesses and acknowledge the capacity for self-growth and change.
- To develop and practice good listening and observation skills.

2. Debwewin (de-bwe-win) / Yuwalihwatok^ (yoon-gwa-lee-wha-dok) = Truth

- To speak the most honesty one can, according to his/her perceptions.
- To be loyal in all our relationships, avoiding hypocrisy.

3. Zoogide iwin (Zoon-gi-de-l-win) / Kahletsyalunsla (ga-lay-ja-loon-sla) = Courage

- To face difficult situations with bravery
- To acknowledge one's personal weakness and develop the strength to combat them.
- To demonstrate the ability to take initiative and to speak forthrightly.

4. Gwayakwaadiziwin (Gway-ak-waa-di-zi-win) / Yukwathliwakwalist (yoon-gwa-lee-wha-leest) = Honesty

- To maintain truthfulness, sincerity, and fairness in all one's actions.
- To possess the ability to manage confidential information.
- To communicate with others and transmit information fairly and truthfully.

5. Manaaji'idiwin (Ma-naaj-i'-di-win) / swatatnolukhwake (swa-dat-no-lunk-wha-gay) = Respect

- To accept cultural, religious, and other gender differences.
- To maintain high standards of conduct at all times.
- To safeguard the dignity, individuality, and rights of others.

6. Zaaagi'idiwin (Zaa-gi-i'-di-win) / Kanolukhwasla (ga-no-lunk-gwas-la) = Love

- To work cooperatively and harmoniously with others.
- To show kindness and compassion.
- To demonstrate acceptance and the empowerment of others.

- To offer hope, encouragement, and inspiration.

7. Nibwaakaawin (Ni-bwaak-aa-win) / Yakniat[^]?nikuhlattokha (ya-knee-ah-tah-knee-goon-la-dok-ha) = Wisdom

- To take time to reflect on all our experiences.
- To acknowledge the opportunity to learn from others.
- To persist in acquiring knowledge and improving skills.
- To strive for the accomplishment of goals and dreams.
- To practice ethical behavior at all times.
- To seek guidance from Elders and qualified advisors.

Based on the physical, emotional, cultural, economic and social needs and interests of the families and youth we work with, and recognizing that growth and development is a holistic process, we will provide programming in six areas:

- **Cultural Enrichment** – in all that we do it is our role to affirm and encourage cultural/traditional re-vitalization and re-integration with this unique Anishinabec/Haudenosaunee Way of Life we have been endowed with.
- **Healing and Wellness** – we recognize the debilitating effects of a non-Indigenous diet, addictions, violence, poverty and lost educational opportunity on the general health and well-being of our people and communities, and most particularly with the families and youth we are working with. It is our role to affirm, encourage, and actualize strategies and activities that promote wellness and sustainable health in all areas of personal and communal life.
- **Personal and Educational Development** – helps to prepare the youth for their future, offers skills development in resolving personal crises, and provides opportunities for career exploration and educational enhancement.
- **Social Recreation** – helps people to get along with others, make new friends and provides opportunities for fun and constructive use of leisure time. Programming includes activities that bring together families, are inter-generational, and encourages positive social dynamics.
- **Citizenship and Leadership Development** – assists the youth in enhancing their skills and abilities to envision and plan for the development and future of their lives, their community and their nation.
- **Outdoor and Environmental Education** – helps young people to develop an awareness, appreciation and knowledge of their total environment through learning and experiential activities throughout the seasons of the year.

PROGRAM COMPONENTS

THE SELF

<u>AWARENESS & STRUGGLE</u>	<u>BUILD & ACTUALIZE</u>	<u>MAINTAINING GROWTH</u>	<u>HOLISTIC HEALING</u>
<u>TRADITIONAL HUMAN DEVELOPMENT</u> * COMING TO THE WORLD * SEVEN CYCLES OF GROWTH * DAYS OF DECISION	<u>PERSONAL BELIEF SYSTEM</u> * UNDERSTANDING BELIEFS * ATTITUDES & VALUES * BEHAVIOR & PRINCIPLES * ACTION & ETHICS * WIIZOKATATWIN * MALE & FEMALE * POSITIVE & NEGATIVE * SEEN & UNSEEN * KNOWN & UNKNOWN	<u>VISIONING OUR FUTURE</u> * SEEING WHERE YOU ARE GOING * IDENTIFYING WHAT IS NEEDED * CLARIFYING PERSONAL/ SURVIVAL NEEDS <u>ESTABLISHING PERSONAL MISSION</u> * SHORT TERM 1 YEAR * LONG TERM 3 YEARS <u>SETTING GOALS & OBJECTIVES</u> * DOING THE RIGHT THING RIGHT * INTEGRATING WITH VISION * INTEGRATING WITH MISSION	<u>PERSONAL DIET & NUTRITION</u> * OUR ORIGINAL DIET * ASSESSING YOUR DIET * KINESTIOLOGY
<u>HUMAN NEEDS</u> * DEVELOPMENTAL NEEDS * SURVIVAL NEEDS <u>UNFOLDING OF OUR LIFE</u> * ORIGINAL HURTS THEORY * MEMORY & GOVERNING FEELINGS * RESTIMULATION/ABANDONING	<u>RE-KINDLING THE FIRE</u> * KNOWING YOUR FIRE * TENDING YOUR FIRE * ACKNOWLEDGING OUR GIFTS * AFFIRMING OUR EXISTENCE	<u>MANAGING GROWTH</u> * EVALUATION & ASSESSMENT * PERSONAL MAINTENANCE * PERSONAL CEREMONY * HOLISTIC HEALING STRATEGIES	<u>YOUR BODY BELIEVES YOU</u> * LISTENING TO YOUR BODY * REFLEXOLOGY * MASSAGE * ACUPUNCTURE * CHIROPRACTORY
<u>ASSESSING PERSONAL IMPACTS</u> * COLONIZATION & THE INDIVIDUAL * PERSONAL SURVIVAL CHOICES * BREAKING THE SILENCE			<u>CREATIVE EXPRESSION</u> * ART THERAPY * MUSIC THERAPY * DANCE & MOVEMENT * EMPOWERMENT * CREATIVE WRITING

THE FAMILY

EDUCATIONAL DEVELOPMENT

CIRCLES OF RELATIONSHIP

- * THE IMMEDIATE FAMILY
- * THE EXTENDED FAMILY
- * ANISHINABE RELATIONS
- HUMAN NEEDS IN RELATIONSHIP**
- * PLACE & IDENTITY
- * NEEDS WITHIN THE EXTENDED FAMILY
- * NEEDS WITHIN THE UNIVERSE

FAMILY HISTORY

- * ORIGINAL & CURRENT DYNAMICS
- * INTER-GENERATIONAL GIFTS
- * ASSESSING IMPACTS ON THE FAMILY
- * COLONIZATION & THE FAMILY
- * FAMILY SURVIVAL CHOICES
- * THE LOSS OF NORMAL
- * BREAKING THE SILENCE

FAMILY BELIEF SYSTEM

- * INHERITING BELIEFS
- * UNDERSTANDING THE GIFTS
- * WIIZOKATATIWIN
- * REPAIRING THE CIRCLES
- * PROCLAIMING RELATIONS
- * AFFIRMING RELATIONS
- RE-KINDLING THE FIRE**

* THE FAMILY FIRE

* THE FIRES OF OTHER RELATIONS

* RE-DEFINING NORMAL

* ACCOUNTING & RECONCILIATION

VISIONING FAMILY FUTURE

- * SEEING WHERE YOUR FAMILY IS GOING
- * SEEING HOW NEEDS ARE MET
- ESTABLISHING FAMILY MISSION**
- * SHORT TERM 1 YEAR

* SHORT TERM 3 YEARS

FAMILY GOALS & OBJECTIVES

- * DOING THE RIGHT THING RIGHT
- * INTEGRATING WITH VISION
- * INTEGRATING WITH MISSION
- MANAGING FAMILY GROWTH**
- * ESTABLISHING FAMILY STANDARDS
- * FAMILY MAINTENANCE
- * FAMILY CEREMONY
- * HOLISTIC FAMILY HEALING STRATEGIES

THE NATION

NATION & IDENTITY

- * INDIGENOUS HISTORY
- * INDIGENOUS WAYS OF LIFE
- * YOUR PLACE IN THE NATION

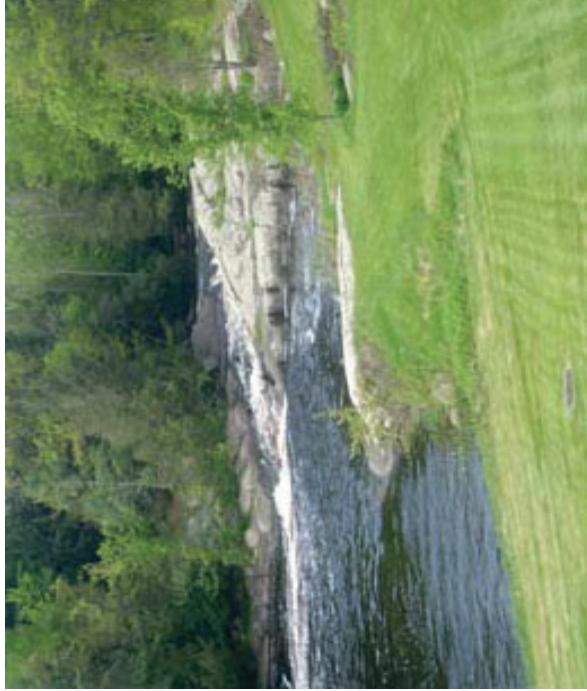
NATION BELIEF SYSTEM

- * WHO WE ARE AS A PEOPLE
- * HOW WE ARE TODAY

VISIONING THE NATION'S FUTURE

- * INDIGENOUS FUTURE
- * THE NEEDS OF THE NATION

- * UPGRADING/GED
- * SPECIALIZED COURSES
- * VOCATIONAL DEVELOPMENT
- * SKILLS TRAINING
- * COMPUTER TRAINING



**The natural world gifts are essential in the development of our young people,
to build confidence, responsibility and relationships.**

* The projections are a forecast developed for the purpose of estimating the development plan for the project pro forma

**Wellness Center
Development/Revenue/Expense
Forecast**

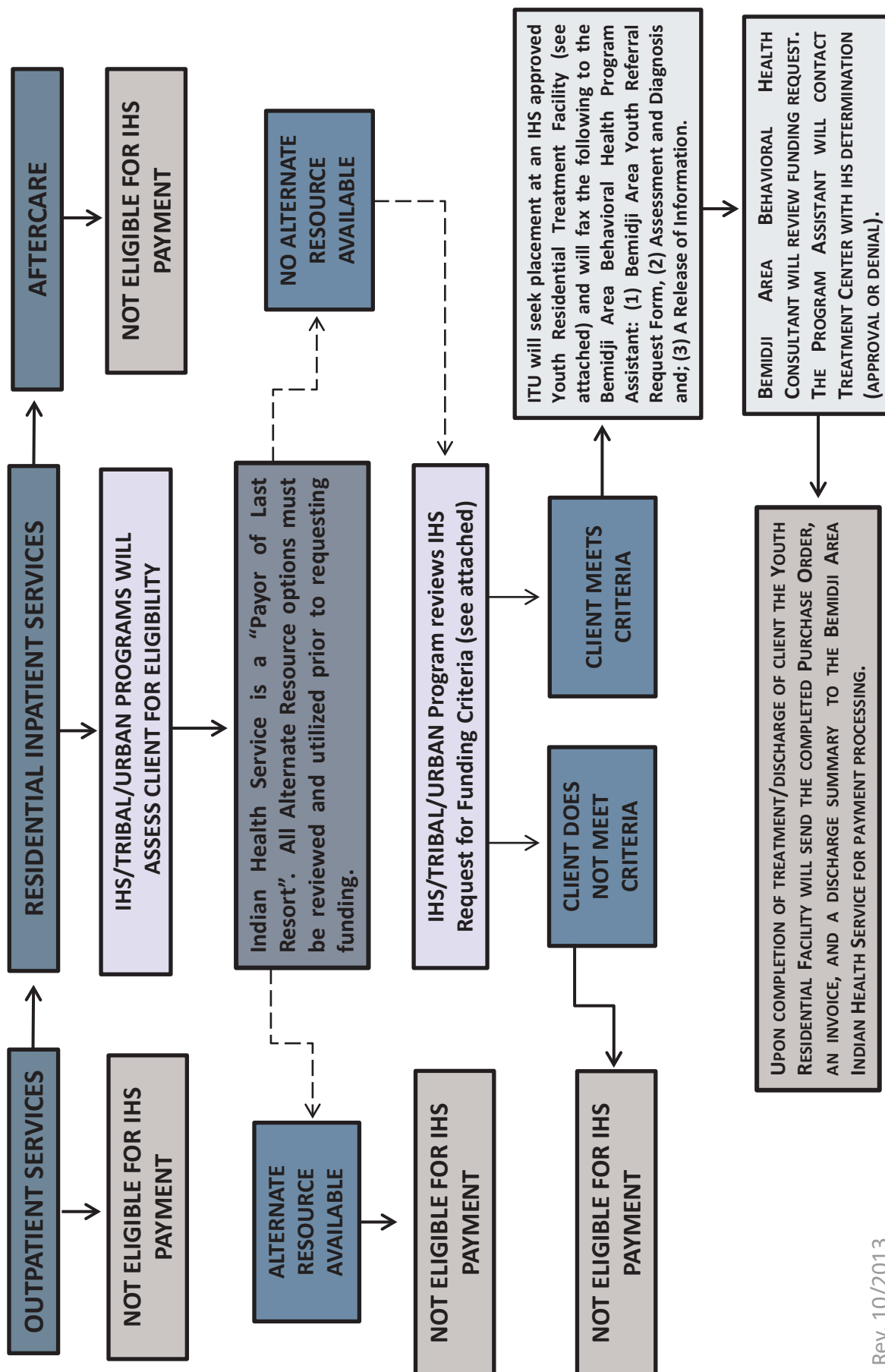
Building and Land Expense

Land	\$1,900,000
Building	\$5,250,000
Total	<u>\$7,250,000</u>

Operations Expense Forecast		
	Year 1	Year 2
Total Personnel (37):		
Fringe @ 24%	\$1,087,000.00	\$1,224,000.00
O & M @ 30%	\$260,880.00	\$293,760.00
Total Operations:	\$639,000.00	\$639,000.00
	\$1,986,880.00	\$2,156,760.00
Revenue Projections		
	\$275/Day	\$300/Day
Billing Rates:		\$350/Day
24 residents @ 355 days ea.	\$2,343,000.00	\$2,556,000.00
	\$2,071,820.00	\$2,071,820.00
Avg. Costs:	\$271,180.00	\$484,180.00
Projected Profit/Loss:	\$813,540.00	\$910,180.00
3 Year Projection:	\$174,540.00	\$2,730,540.00

- It should be emphasized that these figures are projections to forecast the potential expenses of operations of the Wellness Project.

BEMIDJI AREA INDIAN HEALTH SERVICE YOUTH TREATMENT REFERRAL PROCESS



October 22, 2014

Mr. Cory Stinebrink
Executive Policy and Budget Analyst
Department of Administration
101 E. Wilson Street, 10th Floor
Madison, WI 53703

Mr. Stinebrink,

This letter is in response to a communication relayed to me from Chris Cuestas, National Violence Prevention Resource Center, regarding the Great Lakes Intertribal Council's (GLITC) interest in a regional tribal youth facility in Wisconsin. It was brought to my attention that you had requested a time sensitive budget request to the DOA, as part of the biennial budget process for 2015-17, along with a brief description of the project. I was also involved in a phone conversation with my supervisor, Emerson Coy, and Dawn Vick, DOA Division of Intergovernmental Relations, last week to discuss the funding request process.

The Lac du Flambeau Band of Lake Superior Chippewa, in consultation with Venture Architects of Milwaukee, Wisconsin, has been engaged in a planning project since January 2014 in developing a program statement for a new multi-use facility that is intended to meet a number of tribal needs related to their juvenile, both offenders and non-offenders. Currently, there is no such facility on the Reservation, and the youth have to go to a number of off-Reservation facilities throughout Wisconsin and the Midwest for housing and programming.

On May 8th, the GLITC took official action that unanimously supported the organization of an all-inclusive intertribal team of professionals and experts from each of the Wisconsin tribes, for the purpose of coordinating the development and execution of a centralized, culturally based tribal youth facility. This action was designed to build upon the extensive work of a previous intertribal facility workgroup, and to carry this project forward to completion. As a result of the GLITC action, and coordination through the Bureau of Justice Assistance, Lac du Flambeau expanded the planning efforts to include all members of the GLITC. We have received feedback from participating tribes that there is a strong interest for the construction and operations of this type of facility. It has also been identified as the number one funding priority by GLITC, as a part of this biennial budget request.

At this time, the Lac du Flambeau tribe owns a 40 acre parcel of land, on the reservation, where the facility could be constructed and operated, to serve the regional needs of Wisconsin tribes. Our project planning team has been in close consultation with state licensing officials, through the Department of Children and Families (DCF), and the Department of Corrections (juvenile), over the past 10 months, to discuss the project and ensure that any tribal facility also meets the state licensing requirements. These consultations have assisted the team in identifying the scope of services that the proposed facility would require to best serve the needs of tribal youth and families in Wisconsin.

Our budget request to the State is based on the construction costs, and being shovel-ready in 2015, and includes facility operational expenses, post construction, through 2017. In order to be

able to serve the multiple needs of our potential client base, as identified through the Wisconsin Intertribal Facility Workgroup data (through 2009), and follow up (and ongoing data collection) work with the current GLITC workgroup, we are looking at a facility ranging between 40,000-54,000 square feet, with construction expenses ranging between \$220-240 per square foot. We estimate our total construction costs ranging from \$8.8 to \$13 million, with an additional \$2.2 to \$4 million to cover the balance of total project costs. From an operational standpoint, we would look to request \$2.1 million dollars, to cover the staffing of approximately 37 staff, and operating maintenance expenses. Our total budget request would fall between \$13.1 and 19.1 million, for a regional tribal youth facility, serving all Wisconsin tribes.

The prevailing data collected from the 2009 Intertribal Facility Workgroup, and the current Tribal Youth Facility Planning project, seems to indicate that we will be able to best serve the needs of our clientele through a Residential Care Center (RCC) facility, with group home structures on the Lac du Flambeau reservation, that could be utilized as a step down option, as part of the transition and treatment process. Placement data has been collected from the following sources:

- **Tribal Behavioral Health Clinics (2009):** The number of Wisconsin youth admitted to inpatient AODA treatment, and paid for by tribal or private insurance (9 of 11 tribes reporting);
- **Indian Health Services-Bemidji Regional Office (2009):** The number of Wisconsin youth placed in inpatient AODA treatment that was paid for by Indian Health Services;
- **The Wisconsin Department of Children and Families (2009):** eWISACWS system- The number of youth placed in Residential Treatment, Group Home and Treatment Foster Care placements under county court order and paid for by county social service departments;
- **The Department of Health Services, HSRS system (2009):** Data was sought in order to determine the number of youth admitted to AODA treatment and paid for by county agencies, however upon reviewing this data, it was not considered reliable for the purpose of this study;
- **The Department of Corrections (2009):** Data related to juvenile corrections commitments;
- **The Office of Justice Assistance (now the Wisconsin Department of Justice) (2009 and 2014):** The census and demographics related to juvenile secure detention placements.
- **Lac du Flambeau Facility Survey and Interviews with agency partners (2014):** Data collected from tribal and non-tribal agency/program service providers for Lac du Flambeau youth and families, with an emphasis on delinquency and child welfare matters that impact out-of-home placements, AODA treatment and co-occurring disorders, and needs for long term assessments and treatment services.
- **Regional Tribal Youth Facility Survey (2014):** Data collected from GLITC tribes serving their youth and families, with an emphasis on delinquency and child welfare

matters that impact out-of-home placements, AODA treatment and co-occurring disorders, and needs for long term assessments and treatment services.

I am including a brief project description, and project goals, to go with this funding request. Please feel free to share this with your team, and do not hesitate to contact me if you have further questions.

Sincerely,

John C. Young, MS

Project Manager

Lac du Flambeau Juvenile Detention and Alternatives to Incarceration Planning Project

Lac du Flambeau Band of Lake Superior Chippewa Indians

Planning Department

602 Peace Pipe Road

P.O. Box 67

Lac du Flambeau, WI 54538

(715) 588-4258

(715) 588-9408 Fax

(715) 614-4096 Cell

Cc: Ms. Dawn Vick, WI-DOA

Lac du Flambeau Juvenile Healing Facility

Project Description

THE NEED

In all cultures, nurturing and raising the next generation to carry on rich cultural traditions is fundamental to all cultures. Unfortunately, and especially in Indian Country, youth struggle with alcohol, drugs, self-esteem, and other life-style/behavioral problems which often lead to delinquency.

On the Lac du Flambeau Reservation, an alarmingly high percentage of children find themselves in trouble with the law and end up spending time in some form of detention and/or treatment off the Reservation and away from their families and community.

The primary purpose of this facility is to meet the varying needs of these children, both in the form of treatment and housing, on the Lac du Flambeau Tribal Reservation. It is a multi-use facility that will promote “healing” for children and their families.

It is also recognized that this need goes beyond the borders of the Lac du Flambeau Tribal Reservation and includes all of northern Wisconsin, including the many other Tribes and counties. In that regard, it becomes a regional facility for all.

Key elements to include:

- **Administrative** area including offices and meeting rooms.
- **Program** area including classrooms, meeting rooms, and associated support areas.
- **Recreation** area including gymnasium and game rooms.
- **Cultural** area including healing room and crafts room.
- **Housing** including family support, residential care, group home, and non-secure/secure housing. *Secure housing appears to be the largest obstacle in terms of operational expenses, and its impact on sustainability, as it restricts funding options under Title IV-E guidelines.
- **Support** area including kitchen, laundry, building services, and mechanical.

PROJECT GOALS

From a planning session held in April 2014, a number of key project goals were identified. They are both facility-driven and process-driven. Highlights include:

- The **delinquency rate is lowered** by 50% and the **re-entry rate is reduced** by 75%.
- We have a **tribally operated facility** that provides **multi-use programs** for tribal youth.
- **Transition Program for children** re-entering their community from out of home placement, when facility is done.
- We identify a **clear process for entry** into and **successful completion** of juvenile and family services.
- Services are **unified and less complicated** for youth and families.
- We have identified **sustainable funding resources** for facility operations.
- Purpose of the facility is **understood by kids** and their **communities**.
- To reach a **renewed community pride** in culture and identity.
- A facility that is **healing-focused** and **not detention-focused**.

Draft Business Plan for the Development of an Inter-Tribal Adolescent Treatment Facility

Prepared by

The Inter-Tribal Treatment Facility Workgroup

October 2010

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Inter-Tribal Treatment Facility Workgroup Business Plan

1.0 EXECUTIVE SUMMARY

In October of 2009 the Inter-Tribal Treatment Facility Workgroup was formed as a direct outcome of the 2009 mid-year Tribal-Department of Health Services consultation process. The workgroup is comprised of tribal representatives, appointed by their respective tribal governments and, staff members from the Department of Health Services and the Department of Children and Families. The workgroup was charged with the responsibility of exploring the feasibility of creating a residential treatment facility to serve dually diagnosed Native American youth and, if the project was deemed viable, to develop a business plan that would outline the developmental process.

The collected placement data indicates that a sufficient number of Native American youth from Wisconsin were placed in similar programs during 2009 to support a treatment facility designed to serve up to 20 youth. The data was gathered from various state data networks, Indian Health Service records related to youth placed in residential substance abuse treatment facilities, inpatient treatment placements originated through tribal clinics and funded by private insurance. The potential census figures are based upon actual 2009 admissions which were funded by Indian Health Services, tribal insurance, private insurance or county departments of social services.

In addition to the census data, tribal behavioral health and Indian Child Welfare agencies were surveyed in order to gather information regarding local needs and resources. The surveys indicated significant levels of trauma related disorders, academic failure, co-occurring mental health and substance abuse disorders and aggression related behavioral issues among their adolescent clientele. The surveys and other information also indicate a lack of culturally relevant residential programming that effectively treats co-occurring disorders. A chief complaint from tribal behavioral health programs was the great distance between their communities and the treatment facilities. Most tribal youth were placed in programs outside of Wisconsin for substance abuse treatment; therefore their families were not able to participate actively in the treatment process.

Based on the placement data, survey results and deliberations among the workgroup members, the consensus of opinion is that a treatment facility is both needed and potentially viable. The workgroup recommends the following business plan is predicated on a program that:

- Serves up to twenty male and female Native American youth between the ages of 13 and 17;
- Provides programming that is based on Native American culture, values and healing modalities;
- Provides treatment services that are designed to meet the needs of youth with co-occurring disorders;
- Provides an on-grounds accredited educational program;

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- Is licensed and certified by the State of Wisconsin as a Residential Care Center and a medically monitored AODA treatment facility;
- Is incorporated as an inter-tribal 503(c)3 agency with a board of directors comprised of representatives appointed by participating tribal governments;
- Fosters strong working relationships between the facility and tribal communities;
- Is situated in a central location that will maximize access for all tribal communities; and
- Although the program will be designed to meet the cultural and treatment needs of Native American youth, referrals of non-native youth will be accepted.

The financial projections included in the body of the plan are based on conservative estimates of revenues and realistic expenses. It is important to realize that these estimates are based on assumptions that may vary given the great number of potential variables, changes in programming structure and the timing of implementation. Should the project move forward, the board of directors will need to revise estimates based on decisions and conditions at that time. Regardless of the final budget amounts, the project should move forward with the understanding that:

- Initial infrastructure costs will be covered by grant funding;
- A significant amount of working capital, in the amount equal to one year of operational costs, will be required to cover operational expenses during the planning and start-up phases. Working capital is expected to be derived through grant funding; and
- The program is expected to generate a sufficient amount of revenues through fees for service in order to sustain operations after the implementation phase.

Within tribal communities there is almost universal agreement on the need for a residential facility; however it is important to note that this program addresses only one part of the treatment process. The workgroup proposes a larger vision of developing a continuum of care that includes building local service capacity and, when cost effective, creating regional inter-tribal programming. Many tribal communities require additional outpatient substance abuse and mental health programming as well as day treatment and specialized services. All communities are in need of expanded prevention funding and programming. Therefore, although the creation of an inter-tribal treatment facility is a needed step in developing the continuum of care, impact on the lives of Native American youth and their families will require a concerted long-term effort on many fronts.

2.0 COMPANY PROFILE

Over the years several residential programs designed to serve Native American youth have been established by various Wisconsin tribes. Today none of these programs are still in operation. Although these programs were generally open to children of all tribal nations, they were operated by a single tribe. Given this history the workgroup believes that program sustainability is dependent on an inter-tribal coalition rather than the good intentions of any one Nation. Long term success of the program will rely on a sense of ownership by each participating tribe and a true working relationship with each tribal community.

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2.1 Organizational Structure and Ownership

The proposed treatment facility will be a program offered by an inter-tribal not-for-profit agency incorporated as a 501(C)3. The organization will be governed by a board of directors comprised of representatives appointed by member tribal governments. Given the tribes' status as sovereign Nations and the protection from liability offered through the incorporation, tribal members should be exposed to little or no financial risk. As a non-profit organization chartered independent of any one tribe, the program will not enjoy some latitudes that are inherent for sovereign nations. However, as the programs will be licensed under state statutes, it is believed that from an operational standpoint there will be few benefits lost by this arrangement. The nonprofit organization is expected to be based on tribal land, however the site of the treatment facility will be chosen based on many future factors including maximum accessibility to tribal communities.

The Organizational chart depicted in Appendix A outlines the structure of the proposed inter-tribal agency. The role of the board of directors and structure of the organization will evolve during the developmental process. An outline of the structure roles and responsibilities of the board and program are outlined below.

2.2 Planning Phase

Board of Directors: Appointments to the governing board will be made by the leadership of member tribes. This body will direct the process of developing the articles of incorporation, filing the required forms with the state of Wisconsin, hold elections of officers, file for 503(C)3 status with the Internal Revenue Service, create by-laws and organize the board process. The board will seek supportive services (legal, human resources, etc) from their respective tribes to assist in these processes. The Great Lakes Inter-Tribal Council has made up to \$3,000 available to the workgroup to offset the costs of incorporation during FFY 2011.

Upon its formation, the board will assume planning responsibilities and the current workgroup will be dissolved. The developmental process will be complex and time consuming, therefore it is important that board appointees have the ability to commit significant time to the process. The board of directors will seek grant funds to cover planning and start-up costs and infrastructure expenses. When sufficient funds have been secured, the board will hire the program director to facilitate the development process.

Program Staff: Program staff will be hired to carry out required tasks during the planning phase. The chart in section 3.7 of the plan indicates an example of a staff recruitment timeframe. The director will fill staff positions in a manner that facilitates the program development process in the most cost effective manner. There will be no revenues generated during this time period. The actual timeframe for hiring will depend upon several factors including the amount of working capital, tasks to be performed and grant timelines.

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During the planning phase, the physical facility will be secured; licenses, certification and accreditation obtained; policies and procedures written; staff trained; programming developed; marketing plan implemented and the facility prepared for operation.

2.3 Implementation Phase

Board of Directors: As the program moves into the operational phase and key staff members are hired, the board's role will evolve towards oversight and advisory responsibility. The board will monitor implementation of the business plan and assure compliance to grant requirements. Board members will play a significant role in developing and maintaining communication links between their respective communities and the program.

Program Staff: Operational procedures, clinical processes, business support systems and program marketing functions will be refined during the start-up phase. Client census will be increased as the operational functions of the program stabilize and the referral base is developed. Once sufficient operational experience has been gained, the program staff and the board will collaborate on developing a long term strategic plan that will guide the program and assure sustainability.

2.4 Operational Phase

Board of Directors: The board's oversight, communication and compliance functions will continue throughout the life of the program. During the operational phase, the board will consult with the director regarding implementation of the strategic plan.

Program Staff: During this developmental phase, operational processes will be solidified, the strategic plan implemented and the business model revised as needed.

3.0 SERVICES

The proposed Inter-Tribal Treatment Facility will provide residential treatment programming that is designed to meet the needs of dually diagnosed Native American youth. The facility will be licensed by the state of Wisconsin as a Residential Care Center and certified as a Medically Monitored AODA program. The program intends to provide services for up to 20 court-ordered or voluntary male and female youth between the ages of thirteen and seventeen.

Programming will include on-site mental health and substance abuse counseling that is provided within a culturally relevant framework. A well balanced treatment schedule will offer on-grounds educational, recreational and life skills programming that offers the youth opportunities to succeed in meaningful ways. A structured living environment will provide a safe, consistent and nurturing atmosphere within which the youth may explore the challenges that they face as well as discover the strengths that they possess.

The program respects the power of the family and the importance of community as critical elements of the youth's healing. Engaging the youth's family and collaborating with their communities are central principals on which the program is to be built. The program's commitment to the youth, families and tribal community extends beyond the

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inpatient phase of healing process. Continuing care services will be coordinated with the youth's family, community support system and referral agencies.

3.1 Vision

This plan outlines the development of an inter-tribal residential treatment facility. However, this program is only one step towards the development of a much needed comprehensive behavioral health system designed to meet the needs of Wisconsin's Native American community.

No one program will meet the behavioral health needs of Native American children and their families. The ultimate goal should be to develop a culturally effective continuum of care that coordinates local tribal resources with inter-tribally operated regional programming. All American Indian youth must have access to an effective continuum of care which includes outpatient counseling, day treatment programming, Native American foster homes and group homes as well as residential treatment programming. In order to realize this vision, the service delivery capacity of tribal communities must be enhanced and, when appropriate based on the economies of scale, an intertribal consortium of regional services needs to be created to complement local programming.

3.2 Mission Statement

The Inter-Tribal Treatment Facility is dedicated to providing culturally effective mental health and substance abuse services that meet the emotional, mental, physical and spiritual needs of Wisconsin's Native American youth and their families by providing holistic programming based on a blend of traditional values and contemporary treatment modalities.

3.3 Service Philosophy and Treatment Model

The program is predicated on the belief that traditional values and practices hold the power of healing and the pathway to a good life. Honesty, compassion, courage, integrity, loyalty and respect are more than intellectual constructs. They are the foundation for a way of being in the world that will serve youth throughout their lifetime and that they will hopefully pass on to the next generation. It is believed that every Native American youth carries these values within themselves, but conflict, trauma, abandonment, pain and fear have obscured these teachings.

The program is designed to walk with the youth and their families as they confront the challenges before them and discover the power that is inherently theirs. The program will blend contemporary treatment modalities with traditional practices to provide youth and their families with a service that is the best of both worlds. Building on strengths, respect for families and honoring children are key beliefs that will guide the program design and operation.

3.4 Program Description

The program will be designed to assist youth and their families in gaining balance in the emotional, physical, mental and spiritual aspects of their lives. This goal will be realized through building therapeutic relationships and utilizing an array of services that offer

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insight into their current situation, opportunities for healing from past experience and provide the tools necessary for a better way of life. Specifically program components will include:

- *Cultural programming:* Besides overt activities such as sweat lodges, access to ceremonies, talking circles, drumming/singing/dancing and making cultural/sacred objects traditional values must define and direct daily activities and define relations. Creating and maintaining therapeutic relationships is the responsibility of all staff members and must be modeled for and expected of youth.

To the degree possible, the meals provided to residents should mirror a traditional indigenous diet. This effort has clear health benefits but also provides a mechanism for implementing cultural activities and offering traditional teachings. Residents will grow, gather and process wild rice, berries, nuts and other wild and domesticated foods for use within the program. Venison and other wild meats will be secured and incorporated into menu planning.

The significance of historical trauma and ongoing racism cannot be overemphasized as contributing factors to a child's attitudes, beliefs and behavior. These issues are to be directly addressed during the treatment process.

The position of cultural advisor will be responsible for the coordination of cultural activities as well as contributing to the overall treatment processes. This position will provide direct services to clients and provide guidance and cultural training to staff members. The cultural advisor will build relations with spiritual leaders in the various tribal communities and encourage their involvement in residential treatment programs and the aftercare services of children from their respective communities.

- *Substance Abuse Counseling:* On-site substance abuse counselors will be provided at a client/counselor ratio of 12:1. Substance abuse counseling will include individual, group sessions as well as involvement with family therapy sessions. Substance abuse programming will be directed by best practice methodologies and traditional approaches;
- *Mental Health Counseling:* Individual, group and family therapy services are central to the treatment process. It is anticipated the vast majority of youth referred to the program will have a significant history of exposure to traumatic experiences. The anger and fear related to physical, sexual and emotional abuse, abandonment, hopelessness and grief drive many of the behaviors, including substance abuse, that have lead to the youth's placement. These experiences must be respectfully and effectively addressed if there is any hope for the child's behavior to change significantly.
- *Educational Programming:* The program will offer educational services through an on-grounds accredited school. The school will be able to provide individualized educational plans for each student. Long-term residents will earn credits that will be applied towards graduation from their home school. The

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educational staff will work with the schools of shorter-term residents in order to provide tutorial assistance as student complete work sent by their home school. The student will leave treatment with improved study skills, a successful classroom experience and return to their home school better able to continue a pattern of success.

- *Recreational Programming:* The recreational programming will be designed to support and help achieve treatment goals. Effective recreational programming offers youth an opportunity to gain experiences and skills that will help them build a sober and successful life. Experiential educational activities challenge the youth, build confidence/self-esteem, and introduce the residents to healthful activities.
- *Psycho-Social Programming:* Group sessions will be offered that provide opportunities to build the skills necessary to succeed after discharge. Educational sessions in the areas of physical health, relationships, life skills, conflict resolution, decision making and anger management will provide information and practical experience essential to building a successful life.

3.5 Residential Structure

The program's structure is comprised of policies, procedures and operational protocols that create a consistent, safe and supportive therapeutic environment. Without this structure conflict, unpredictability and fear will undermine the best intentions of the staff and youth. A strong structure does not have to be rigid and uncompromising, rather it should offer the opportunity to develop creative individualized treatment planning and programming. Exceptions can be sought for licensing rules that conflict with the implementation of cultural programming. Component parts of this structure include:

- *Program Policies and Procedures:* Policies must be consistent with, but not necessarily limited to, the administrative codes related to program licensure and certification. Policies provide the standard operational procedures that assure consistent compliance to program record keeping, clinical practice and documentation, communication and staff-client relations.
- *Residential Rules:* Program rules provide youth with clear behavioral expectations and dictate the prescribed actions in the case of non-compliance. All rules must add to the value of the therapeutic environment and support the individual achievement of residents. A level system will be installed that acknowledges the client's status toward achieving treatment goals. It is as important to reinforce a youth's successes as it to provide additional support/structure to clients that are struggling. A successful level system will not aim to punish youth into compliance. Rather it will acknowledge their status at any given time and provide a means of measuring change over the course of treatment.
- *Program Schedule:* The schedule assures consistency in programming and harmony in the daily life within the residential unit.

3.6 Continuing Care Programming

The concept of continuing care acknowledges that healing and personal growth is an ongoing process. It began prior to referral to the residential program and will continue upon discharge. In the context of this plan, continuing care refers to the link between the

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residential facility and the therapeutic resources within the youth's home community. An effective linkage must occur prior to the child's admission, continue during the residential stay and carry-on when the child returns home. From a practical perspective this means that an effective working relationship must be forged between the program and the youth's home community.

A Community Coordinator position will be created that will liaison with the schools, tribal agencies and county resources and other entities engaged with the youth and their family. The Community Coordinator will collaborate with these resources and facilitate the development/implementation of the post residential care plan. The Community Coordinator will meet with community providers and the child/ family after discharge to lend support and monitor progress.

3.7 Staffing

The chart below indicates the staff positions required to conduct around-the-clock programming at various census levels. Client census is a dynamic variable, which will require some degree of fluidity in staffing in order to meet client needs while also maintaining fiscal responsibility. Three phases of program development are identified below. The quantities listed in the Planning Phase provide an estimate of the proportion of 1 FTE position that will be required to address planning/development duties prior to opening the program. This time frame allows for specific program development functions as well as staff training.

Position	Planning Phase* (0 clients)	Implementation (1-12 Clients)	Full Operation Phase (13-20 Clients)
Program Director	.33 FTE	1 FTE	1 FTE
Business Manager	.167 FTE	1 FTE	1 FTE
Supervisor	.167 FTE	1 FTE	2 FTE
Teacher	.167 FTE	1 FTE	1 FTE
Teacher's Asst.	.04 FTE	1 FTE	2 FTE
AODA Counselor	.167 FTE	1 FTE	1.5-2 FTE
M/H Counselor	.167 FTE	1 FTE	1.5-2 FTE
Cultural Advisor	.167 FTE	1 FTE	1 FTE
Recreation Therapist	.167 FTE	1 FTE	1 FTE
Community Coord.	.167 FTE	1 FTE	1 FTE
Youth Care (4:1 Ratio)	.308 FTE	7-9 FTE	9-13 FTE
Registered Nurse	.167 FTE	.5 FTE	1 FTE
Psychiatrist (contract)	0	0.1 FTE	0.2 FTE
Psychologist	0	0.1 FTE	0.1 FTE
Clinical Supervisor**	0	0.05 FTE	0.1 FTE

* Positions are an annualized fractional FTE based on the time of hire prior to operations.

** Depending upon the qualifications of the Program Director or counselors, these positions may be able to provide clinical supervision.

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4.0 MARKET ANALYSIS

The market analysis is based on the most current and accurate information that could be obtained. The placement data includes information from major potential referral sources for the target population. Currently the potential client base is being served by a large number of programs, located in several states that are licensed differently, and offer variations in programming. From a cultural, programming and licensing perspective, there is no current program that mirrors the proposed facility.

4.1 Placement Data

This plan assumes that the most accurate measure of the potential customer base is extrapolated from the actual placement rates of Native American youth that have been admitted to out-of-home treatment settings. The data collected also indicates the referral source, the source of payment, demographic information and the names of provider organizations.

Placement information was gathered from the following sources:

- *Tribal Behavioral Health Clinics*: The number of Wisconsin Native youth admitted to inpatient AODA treatment and paid for by tribal or private insurance (9 of 11 tribes reporting);
- *Indian Health Services-Bemidji Regional Office*: The number of Wisconsin youth placed in inpatient AODA treatment that was paid for by Indian Health Services;
- *The Wisconsin Department of Children and Families, eWISACWS system*: The number of youth placed in Residential Treatment, Group Home and Treatment Foster Care placements under county court order and paid for by county social service departments;
- *The Department of Health Services, HSRS system*: Data was sought in order to determine the number of youth admitted to AODA treatment and paid for by county agencies, however upon reviewing this data, it was not considered reliable for the purpose of this study;
- *The Department of Corrections*: Data related to juvenile corrections commitments;
- *The Office of Justice Assistance*: The census and demographics related to juvenile secure detention placements.

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Placement Data

Service Description and Source of Funding and/or Referral for Existing Placements	Boys	Girls	Under 15	15-17	Total/Year	Ave # days
AODA inpatient treatment admissions funded by IHS FFY 2009	22	23	15	28	43	45
AODA inpatient treatment admissions funded by tribal insurance FFY 2009*	25	12	15	24	39	28
AODA inpatient treatment admissions funded by private insurance FFY 2009*	5	6	5	6	11	28
Court ordered Residential Care admissions funded by county DDS, CY 2009**	32	9	8 Under 13	33 13-17	41	127
Court ordered Group Home admissions funded by county DSS, CY 2009**	20	10	3 Under 13	27 13-17	30	190
Court ordered treatment foster care placements funded by county, CY 09**	41	30	31 Under 13	48 13-19	79	416
Native youth committed to juvenile correctional facilities CY 2009	19***	3***	0	22	22	N/A
Type 2 RCC admissions by DCO of youth identified as Serious Juvenile Offenders (SJO) CY 08	5****	0	N/A	N/A	5	166
County court ordered secure juvenile detention placements during CY 2009	N/A	N/A	N/A	N/A	476	6.27

* Includes data from 9 of the 11 tribes that reported in this category.

** This data was collected from the eWISACWS system which tends to underreport the number of youth identified as American Indian.

*** The number of Native American male versus female commitments is based upon the proportion of males/females in the overall correctional population.

**** This figure does not include type 2 admissions made by county DSS/HHS agencies. County type 2 admissions may be counted among the 41 RRC placements made by county agencies identified above.

4.2 Market Segmentation

The proposed facility draws potential customers from a relatively small, well defined subset of the general population; Native American youth between the ages of 13-17 that live in Wisconsin, meet the clinical criteria for admission to a residential care center and have a means of funding the placement. This plan does not include the potential referrals of Native American youth from outside of Wisconsin or the admission of non-native youth to the program.

The data contained in *section 4.1* provides insight into the placement of American Indian youth in a variety of treatment settings during 2009. There are several factors that must be considered in the decision to identify the target population and the appropriate program design to meet their clinical needs:

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- *Client profile:* Any given program can, in practical terms, only effectively serve clients with basic similarities in age (a four year age span is considered appropriate) and compatible clinical profiles. The program should be designed to effectively meet the needs of the broadest potential client base in a cost effective manner;
- *Funding Source:* The type of placement and the length of treatment are, to a large degree, determined by the funding source. For example, private insurance benefits will generally limit residential treatment to less than 30 days whereas court ordered county placements may exceed 6 months;
- *Referral Source and Legal Status:* Children cannot be placed in group homes or treatment foster care without a court order and these placements are rarely paid for by private insurance. Residential Care Centers can accept voluntary placements and can bill third parties for programming fees;
- *Program Licensing and Certification:* There are a finite number of licensing options for child welfare and clinical programs within the state of Wisconsin. Each option has its own set of administrative codes that defines the programming requirements to meet the needs of a specific client population. These requirements affect program costs as well as, to some degree define the population that can be served. The daily rates for each type of programming will be set by the market and in the near future, in some cases, by state regulations.

As indicated below, a program licensed as a Residential Care Center is most likely to draw from the largest potential client base. This option allows for both court ordered and voluntary admissions. The RCC license, coupled with the Medically Monitored AODA certification, will allow the program to bill private insurance, qualify the facility for IHS funded primary treatment placements and meet the programming requirements for the placement of county DSS referrals.

Out of Home Placement Market Potential

Program Classification	Referral Source	Placements During 2009	Potential Annual Client Base
Treatment Foster Care	County DHS	79	79
Group Home	County/Tribal Courts	30	30
Residential Care Center	County DHS	41	139
	HIS Funded AODA	43	
	Tribal Clinics	50	
	Type 2 Residential	5	

The length of treatment is a major consideration in determining the viability of a program. Longer lengths of stay cannot only enhance treatment outcomes, but also decrease empty bed days due to lower turnover and reduce the total number of admissions required to attain the break-even point.

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The table below provides a broad view of the potential census for various market segments of the residential care center target population. This information offers a broad view and is meant as a tool to assist in determining the size, scope and potential revenue potential for the proposed residential treatment facility.

The number of placements and average length of stay are based upon the actual annual placements as reported by various governmental sources. Other potential market segments exist (i.e. Native youth referred directly to AODA inpatient treatment by family or non-tribal clinician and funded by private insurance); however no data is available in order to quantify these placements therefore these areas were not included in the data.

The actual daily rate of any potential program will be determined by the program's cost structure. The rates included in the chart below are representative of the published 2010 rates of similar programs operating within Wisconsin. The annualized potential revenue shown below is meant to be a general guide, which in actuality, will be affected by numerous factors.

Placement Description and Source of Funding for Current Placements	Annual Admissions	Average Length Stay	Client Beds per Day	Daily Rate	Potential Annual Revenue
AODA inpatient treatment admissions funded by IHS FFY 2009	43	45 days	5.30	\$300.00	\$ 580,500
AODA inpatient treatment admissions funded by tribal insurance FFY 2009	39	28days	2.99	\$300.00	327,600
AODA inpatient treatment admissions funded by private insurance FFY 2009	11	28 days	.84	\$300.00	92,400
Court Ordered Residential Care admissions funded by county DDS, CY 2009	41	127 days	14.26	\$300.00	1,562,100
Type 2 RCC admissions by DCO of youth identified as Serious Juvenile Offenders (SJO) CY 08	5	166 days	2.27	\$300.00	\$249,000
Total	139		25.66		\$ 2,811,000

4.3 Target Market Population

Based on the information provided above, it seems best to initially target the population described by the following criteria:

- Native American youth living within Wisconsin;
- Males and females;
- Youth between the ages of 13 and 17 (exceptions can be requested for 12 and 18 year olds on a case by case basis);
- Children requiring inpatient AODA and or mental health treatment services;

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- Children displaying a wide range of emotional and behavioral needs that do not present a danger to self or others;
- Voluntary and court ordered referrals;
- Placements funded by IHS, county departments of social services, private insurance and tribal agencies.

4.4 Marketing Strategy

The marketing strategy will focus on communicating several major strengths that differentiate the inter-tribal program from other providers. These elements include:

- Culturally specific programming grounded in traditional values which will enhance long term treatment outcomes;
- A strong connection with the youths' communities that will improve communication between the facility and community/referring agency during the treatment process and the design/delivery of aftercare services;
- The inter-tribal partnership which will provide for local input into the design and operation of the facility;
- Culturally effective co-occurring disorder treatment services accessible to Wisconsin families instead of requiring out-of-state travel.

The program will draw referrals from several distinct sources each of which require a slightly different marketing approach. The approach must be tailored to meet the needs and expectations of:

- Tribal behavioral health clinics;
- Tribal Indian Child Welfare departments and tribal courts;
- County Departments of Social Services and county courts;
- Indian Health Services;
- Private behavioral health clinics; and
- Community resources (schools, churches, etc.) and families.

The provision of residential treatment services is a very competitive business. These programs are expensive to operate and empty beds can quickly translate into financial losses. Referrals are often dependent on professional relationships that have been cultivated between the program and individual referents. Building relationships and developing communication links with each of these referral sources is critical to success. The client base for this program is rather narrow and sustainable census levels can only be achieved if the program is able to capture the majority of these potential referrals. Therefore establishing and maintaining these relations are essential to capturing a viable market share.

4.5 Competition

The proposed program will draw referrals from several existing programming categories:

- Inpatient AODA treatment programs operated within the state of Wisconsin;
- Inpatient AODA programs operated outside of the state of Wisconsin;
- Residential Care Centers operated within the State of Wisconsin;
- Primary inpatient mental health treatment facilities.

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Indian Health Services funded inpatient AODA placements for Wisconsin youth are almost exclusively referred to out-of-state facilities. Eighty-six percent of the IHS funded placements were referred to Keystone in South Dakota or Mish Ka Wisen in Minnesota. These programs offer varying degrees of Native American culturally-based programming. The AODA treatment services offered by these programs are seen as clinically adequate, however, their distance from tribal communities makes it difficult to fully engage tribal communities or youths' families in the treatment and aftercare processes. Neither of these programs offers significant co-occurring disorder treatment. The inpatient programs tend to focus on substance abuse issues, but rarely devote adequate attention to the underlying emotional/psychological trauma that often drives the substance abuse. These programs receive IHS funded referrals from tribal clinics and direct referrals from parents with access to private insurance.

Placement data was not available in order to assess the frequency or distribution of referrals to hospital-based AODA treatment facilities made by private clinics or directly from families. There is no reliable tracking system to determine the number of Native American youth placed in these programs; however, it is believed that local resources, such as Libertas, an adolescent inpatient AODA program near the Oneida reservation, receives referrals from families and other non-tribal sources in the area. There are several such programs scattered about the state, none of which is likely to provide serious competition. Typically these facilities offer shorter lengths of stay (due to higher daily rates) and little in the way of cultural, co-occurring disorder and family programming.

During 2009 Residential Care Centers within Wisconsin provided 41 placements to Native American youth. These placements were paid for by county social services departments and were distributed over 17 facilities. According to the information received from the Wisconsin Department of Children and Families, Northwest Passage admitted 13 Native American youth and Eau Claire Academy provided care for seven youth. None of the existing residential care centers provide significant culture-based programming for American Indian youth.

4.6 Sales Forecast

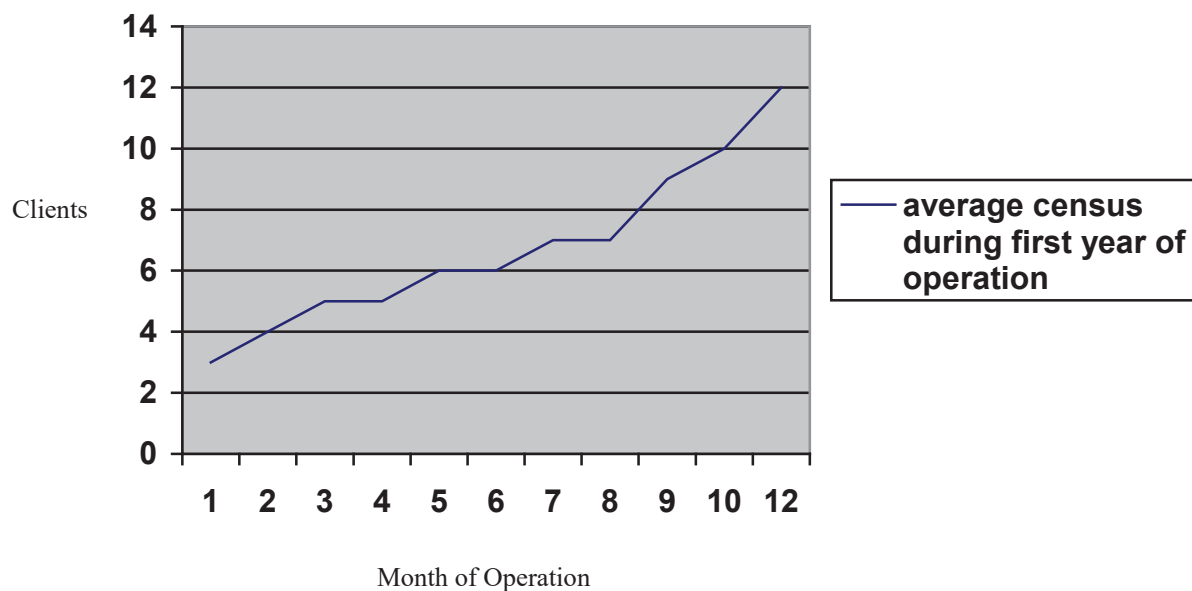
Creating a strong, effective and sustainable inter-tribal treatment facility is a developmental undertaking that requires a deliberate process of building upon success. It is expected that this process will include three distinct phases: Planning, Implementation and Operational.

Planning Phase: During the planning phase placements will not be accepted; therefore no revenues will be generated. The planning phase is expected to require six months with increasing costs as marketing activities are initiated, staff members are hired, programming components developed, the infrastructure prepared, and staff trained. The cost of operation will be significant during this phase of development, therefore provisions must be made for adequate working capital. Start-up cash flow and cash reserve requirements will be covered in section 6.1.

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Implementation Phase: It must be remembered that residential programming for an adolescent population carries both significant responsibility and risk. It is always better to err on the side of caution, therefore it is suggested that initially the program limit admissions to a relatively low number until the staff and programming have an opportunity to work through the inevitable operational glitches. The census can be increased as marketing efforts generate additional referrals and the program is equipped to effectively provide care for additional residents. The Implementation Phase is expected to last one year or until the referral base is fully established and the staff/programming are functional at full operational capacity.

Average Daily Census during the First Twelve Months of Operation



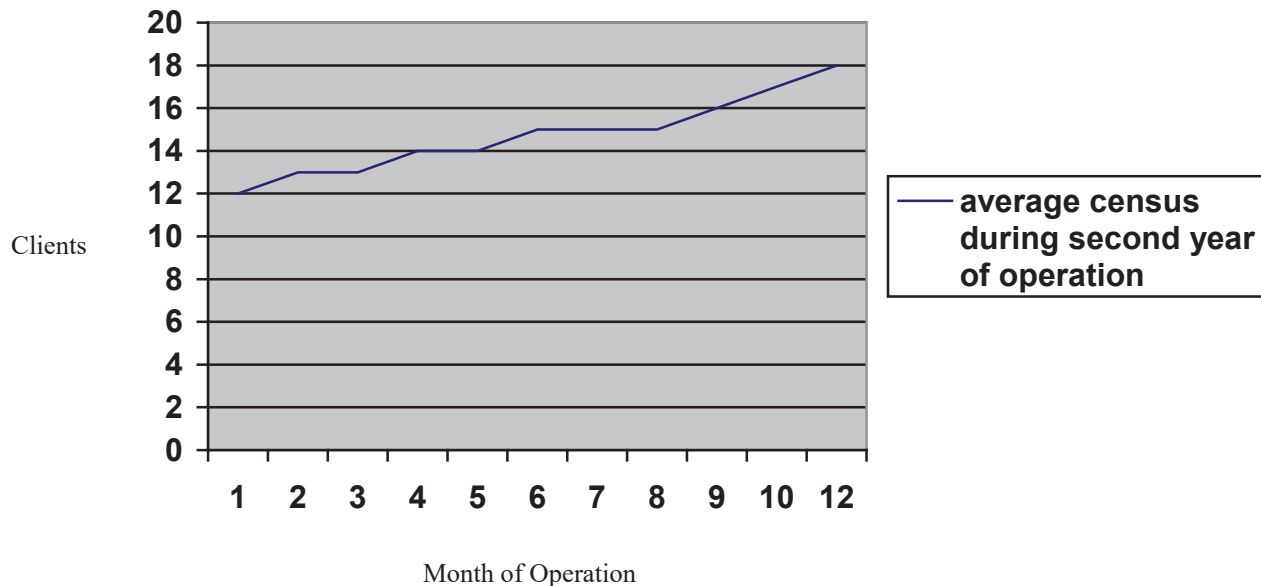
Full Operational Phase: The full operational phase of the program's development will be achieved as the program matures. This stage will be evidenced by programming stability, operational consistency, full market penetration and a consistent client census above the breakeven point. Based on the current placement data, this plan envisions that the eventual client census can near twenty youth. However, the knowledge attained during the first year of operation may assist the organization in more accurately determining the most efficient and sustainable program capacity.

For the purposes of this plan, the assumption will be made that the program will expand capacity during the second year of operation. In reality the decision to expand the program capacity will center on the cost benefit of meeting an increased demand for services. The economies of scale for the facility will be the major determinate regarding expansion. Generally speaking, program costs and the operational structure will change when the client census moves beyond twelve youth. When group therapy sessions, classrooms, individual clinical caseloads and case management responsibilities exceed twelve clients, additional staff must be hired. The additional expenses incurred due to

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this expansion will significantly shift the breakeven point. A comprehensive analysis will be required prior to making a commitment to a higher level of client census.

Average Daily Census during the Second Year of Operation



5.0 MANAGEMENT SUMMARY

The stated programming and operational systems assumed within the plan establish the required staffing patterns and therefore largely define the program budget. The salary and fringe benefit expenses will comprise a very large percentage of the overall budget. The proposed staffing plan outlined in 5.1 is considered to be optimal and may, for financial or competitive reasons, be altered.

5.1 Personnel Plan

The information below indicates the staffing requirements at each phase of the developmental process. During the planning phase staff members will be hired as needed in order to develop the programming, receive training and prepare for client admissions. The hiring process will be timed to maximize the efficient use of resources and conserve working capital without hindering the developmental process. Each key position will be responsible for creating the programming and materials relative to their area.

It is expected that the Board of Directors will have facilitated the creation of human resource policies and procedures prior to the hire of the program director. The annual salaries used to compute staffing costs were derived from the latest Wisconsin Department of Workforce Development wages surveys.

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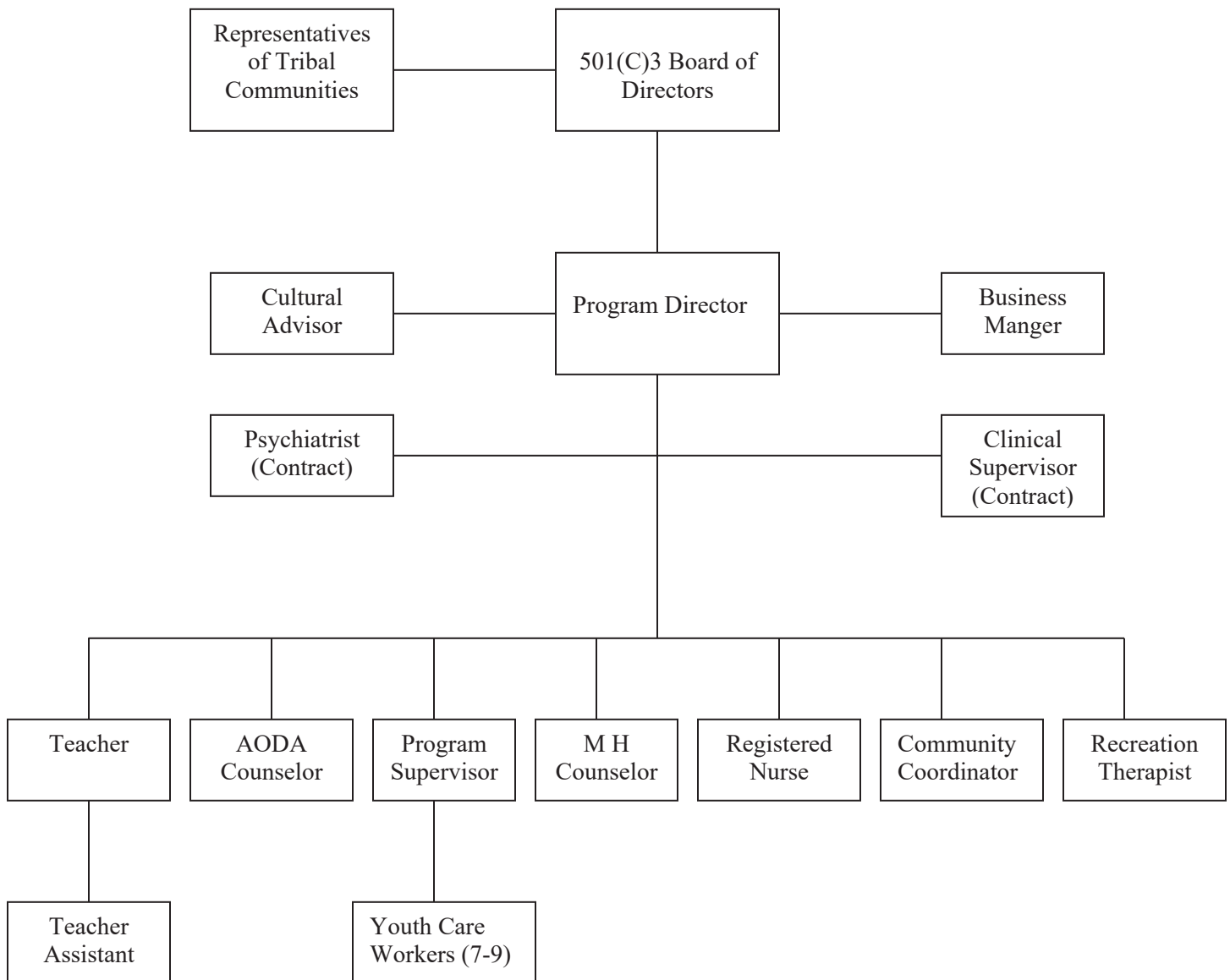
Position	Planning Phase (0 clients)	Implementation Phase (1-12 Clients)	Full Operation Phase (13-20 Clients)
Program Director	.33 FTE	1 FTE	1 FTE
Business Manager	.167 FTE	1 FTE	1 FTE
Supervisor	.167 FTE	1 FTE	2 FTE
Teacher	.167 FTE	1 FTE	1 FTE
Teacher's Asst.	.0385 FTE	1 FTE	2 FTE
AODA Counselor	.167 FTE	1 FTE	1.5-2 FTE
M/H Counselor	.167 FTE	1 FTE	1.5-2 FTE
Cultural Advisor	.167 FTE	1 FTE	1 FTE
Recreation Therapist	.167 FTE		1 FTE
1 FTE Community Coord.	.167 FTE	1 FTE	1 FTE
Youth Care (4:1 Ratio)	.308 FTE	7-9 FTE	9-13 FTE
Psychiatrist (contract)	0	0.1 FTE	0.2 FTE
Psychologist	0	0.1 FTE	0.1 FTE
Clinical Supervisor*	0	0.05 FTE	0.1 FTE

<u>Position Title</u>	Annual Salary	Planning Phase	Implementation Phase	Operational Phase
Program Director	\$60,000	\$ 20,000	\$ 60,000	\$ 60,000
Business Manager	50,000	8,334	50,000	50,000
Supervisor	42,000	7,000	42,000	84,000
Teacher	50,000	8,334	50,000	50,000
Teacher's Asst.	28,000	1,080	28,000	56,000
AODA Counselor	45,000	3,750	45,000	67,500
M/H Counselor	48,000	4,000	48,000	72,000
Cultural Advisor	37,000	3,084	37,000	37,000
Recreation Therapist	37,000	3,084	37,000	37,000
Community Coord.	40,000	3,334	40,000	40,000
Youth Care (4:1 Ratio)	28,000	8,615	224,000	336,000
Registered Nurse	61,000	2,542	30,500	61,000
Psychiatrist (contract)	150.00/hr	0	46,800	62,400
Psychologist (contract)	100.00/hr	0	10,400	15,600
Clinical Supervisor (contract)	50.00/hr	0	5,200	7,800
Total Salaries		\$ 73,157	\$753,900	\$1,036,300
Less Contracts		0	62,400	85,800
Fringe Base Amount		\$ 73,157	\$691,500	\$ 950,500
Fringe Benefits (38%)		27,800	262,770	361,190
Total Salaries \$ Fringe Benefits		\$100,957	\$954,270	\$1,311,690

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6.0 FINANCIAL SUMMARY

Appendix B provides a pro forma budget for the proposed program. The revenue projects were based on the anticipated census levels included in 4.6 and a daily rate of \$300.00. The budget and underlying assumptions are based on reasonable assumptions and are offered as a basis for discussion. Currently RCC rates are established by each facility and reported to the Department of Children and Families (DCF). Beginning January 1, 2011, DCF will establish a uniform RCC rate. At the time of this writing the new rate has not been published, however \$300.00/day is a medium rate of the 2010 published RCC rates and not likely to be significantly lower than the anticipated rate. Additional variables such as daily census levels, rent/mortgage expenses and start-up costs will need to be more closely defined when solid information is available.

DRAFT**Appendix A****Inter-Tribal Treatment Facility
Organizational Chart**

DRAFT**Appendix B****Pro Forma Program Budget**

	Planning Phase	Implementation Phase	Operational Phase
Personnel	\$ 73,157	\$691,500	\$950,500
Fringe Benefits (38%)	27,800	262,770	361,190
Food Purchases		25,000	40,000
Client Allowances		5,200	8,300
Client Supplies		3,000	4,800
Household Supplies		5,000	7,000
Copy Charges	500	500	750
Program Supplies	1,000	1,500	2,000
Subscriptions		200	200
Transportation/Per Diem	1,500	3,000	3,000
Staff Mileage	1,500	6,000	7,500
Professional Consultants		62,400	85,800
Equipment, Furnishings*	75,000	6,000	15,000
Equipment Repairs		1,000	2,000
Vehicle Expense Gas-Oil		4,000	5,000
Training	5,000	8,000	10,000
Recreational Activities		12,000	15,000
Equipment Rental	1,000	2,500	2,500
Facility Rent**	21,500	64,400	64,400
Building Maintenance	2,000	6,000	6,000
Utilities	1,800	5,400	5,400
Telephone	500	2,000	2,000
Licensing Fees	600	600	600
Insurance	3,333	10,000	10,000
Printing	1,000	500	500
Vehicle Expense***	600	6,800	6,800
Total****	\$217,790	\$1,195,270	\$1,616,240
Projected Sales Services	0	784,750	1,642,500
Projected Expenses	217,790	1,195,270	1,616,240
Project Profit (Loss)	-217,790	-410,520	26,260
Breakeven clients/day		10.9	14.99

* expenses are related to furnishing the facility prior to start-up and replacing items in subsequent years

** expenses are based upon a \$1,000,000 mortgage amortized over 30 years at 5% interest

*** Expenses are based upon a \$30,000 15 passenger van amortized over five years.

**** Depreciation nor indirect cost expenses have not been calculated in the budget.

Bemidji Area Indian Health Service
Youth Treatment Funds
Process for Request for Approval
October 2013

The Indian Health Service Bemidji Area Office, Office of Clinical Support, is responsible for monitoring and administering PL 99-570 funds for adolescent treatment. A process for requesting access to these funds was developed in the past and has been in use for several years. The Bemidji Area Youth Treatment process is based on a decision made by the Bemidji Area Tribes who chose not to fund an Area Residential Treatment Program.

For those who may not be aware of the process, the information contained in this packet is made available to assist. Please contact this office with questions: Paula Jourdain, OCS Program Assistant, Bemidji Area Indian Health Service, 218-444-0489.

The Youth Treatment funds are available for eligible Tribal adolescents through age 23 for up to ninety (90) days per year of residential substance treatment. *Incarcerated youth are not eligible for treatment funds until they have been released from custody.*

Tribal programs seeking residential treatment for eligible youth are responsible for contacting an approved residential facility (RTF list enclosed), providing all necessary documentation, and providing or arranging for aftercare for the adolescents. The IHS Bemidji Area's responsibility is to ensure the payment process is in place.

The process to request approval of payment for substance abuse treatment with PL 99-570 funds is outlined below:

- Eligible Tribal youth (through age 23) is determined to be in need of residential treatment for substance use issues.
- A full substance use assessment is completed by a credentialed provider (i.e. psychiatrist, AODA counselor, BH specialist, etc.) in the local Tribal program.
- If the assessment indicates a need for inpatient treatment in a *Residential Treatment Facility (RTF)*, the Tribal provider or case manager makes contact with the RTF to begin the referral process (see attached list of current approved Residential Treatment Centers).
- Indian Health Service is a "Payor of Last Resort". If no other funding source is available for the youth needing RTF, a request for IHS payment can be submitted to the Bemidji Area Indian Health Service (see attached Bemidji Area Referral Request Form).
- In addition to the referral request form, a completed psychosocial assessment is required. This should indicate the reason for the referral, history, diagnostic criteria and a plan for aftercare.

- A release of information to allow the information to be transmitted to IHS from the referring tribal program should also be included; this will also allow for a copy of any discharge plans to be forwarded to IHS at termination of treatment.
- The Bemidji Area Adolescent Referral Request Form, the Assessment and Diagnosis, and the Release of Information can be faxed to the Bemidji Area Office of Clinical Support Program Assistant, Paula Jourdain, at 218-444-0498.
- The Program Assistant will ensure that all required documents are in place and adequate funds are available before providing the information to the IHS Bemidji Area Behavioral Health Consultant.
- The Behavioral Health Consultant will review all documents to ensure that the referral is adequately justified and a complete plan is available. If additional information is requested, the Program Assistant will contact the referring tribal program.
- The Behavioral Health Consultant will either decline or approve the request for use of adolescent treatment funds.
- The Program assistant will contact the residential treatment facility (RTF) with the IHS determination (approval or denial).
- The Program assistant will prepare a purchase order and send to the residential treatment center with billing instructions. IHS requests an invoice and a copy of the discharge plan to verify treatment, days of care, and plan for aftercare.
- Upon completion of treatment/discharge the Program Assistant will submit the purchase order and invoice for payment.

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # Leave this line blank

Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Nation has received federal funds through the American Rescue Plan Act of 2021 (*ARPA*) funds to address matters arising out of the COVID-19 pandemic; and
- WHEREAS,** the Oneida Business Committee has approved application of ARPA funds to lost revenue and allocation of tribal funds to the ARPA Fiscal Recovery Funds to investments in the "Lost Revenue" line (*ARPA FRF LR*) in the Investment Report; and
- WHEREAS,** the Oneida Business Committee has determined that these funds should be used as set out in resolution # BC-06-09-21-B, as amended by resolution # BC-06-23-21-C which designates percentage allocations of ARPA FRF LR to eight areas of use (*percentages rounded*) –
- Direct Membership Assistance, 45% of funds;
 - Housing, 17% of funds;
 - Food and Agriculture, 12% of funds;
 - Education, 6% of funds;
 - Culture and Language, 10% of funds;
 - Revenue Generations, 2% of funds;
 - Government Roles and Responsibilities, 3% of funds;
 - Overall Priority – Land, Infrastructure, Sovereignty, 5% of funds; and
- WHEREAS,** the member Nations of the Great Lakes Inter-Tribal Council (*GLITC*) have identified providing support for those Native youth that addicted to prescription drug abuse should be taken up in partnership to provide assistance to all Native nations and communities and will help in combating prescription drug abuse in Native communities; and
- WHEREAS,** the Oneida Business Committee supported this project by motion during the December 10, 2014 meeting, a business plan has been developed, and facility plans have been identified through work with GLITC to allow this shovel-ready project to proceed; and
- WHEREAS,** the Project Owner for the proposed project is requesting \$50,000 obligated from the ARPA FRF LR, Overall Priority; and

BC Resolution # _____

**Obligation for Adolescent Wellness Treatment Center Tribal Partnership, Utilizing American
Rescue Plan Act of 2021 Fiscal Recovery Funds Lost Revenue**
Page 2 of 2

44 **WHEREAS,** this project will be concluded upon purchase of land to build the adolescent wellness
45 treatment facility; and
46

47 **WHEREAS,** The Oneida Business Committee has reviewed the proposed project; and
48

49 **NOW THEREFORE BE IT RESOLVED,** that the Oneida Business Committee approves the obligation of
50 funds for the Adolescent Wellness Treatment Center Tribal Partnership project, in the amount of \$50,000
51 from ARPA FRF LR, Overall Priority with Chairman Tehassi Hill assigned as the Project Owner to release
52 funds to the corporate entity upon creation and review of the proposed business plan by the Nation's
53 Business Analyst.

Wisconsin Adolescent Wellness/Treatment Center Survey Fact Sheet

2016 Mid-Year Consultation Meeting and GLITC Board of Directors Meeting

May 11–12, 2016

The Inter-Tribal Treatment Facility Workgroup studied the feasibility of creating an adolescent wellness/treatment center for Native children, youth, and young adults in Wisconsin, which would provide Alcohol and Other Drug Abuse (AODA) and mental health services. To gain a better understanding of the needs of those who meet the criteria for inpatient or residential AODA/mental health treatment, Great Lakes Inter-Tribal Epidemiology Center (GLITEC) distributed a survey to all of the Tribes and the Urban Indian Health Center in Wisconsin.

Between July 2015 and April 2016, nine Tribes in Wisconsin completed the survey. GLITEC received a total of 35 surveys.

Substance Use Disorder

- **Children: (5–11 years old)** - Substance Use Disorders do not seem to be a concern for this group.
- **Youth: (12–17 years old)** - Over 37% of respondents indicated that youth often meet the criteria for an "Alcohol Use Disorder", and nearly half reported youth often meet the criteria for "Cannabis Use Disorder".
- **Young Adults: (18–21 years old)** - Respondents reported young adults often met the criteria for the following Substance Use Disorders: "Cannabis Use Disorder" (78.1%), "Alcohol Use Disorder" (71.9%), and "Opioid Use Disorder" (68.8%).

Co-occurring Disorder (in addition to AODA treatment referral, individual has a concurrent significant mental health diagnosis)

- Over 68% of respondents indicated that 61% to 100% of children, youth, and young adults meet the criteria for a co-occurring disorder.

Mental Health Diagnosis

- **Children** - 30.0% of respondents cited children often meet the criteria for "Depressive Disorders" and 23.3% meet the criteria for "Trauma and Stress-Related Disorders".
- **Youth** - 44.1% of respondents cited that youth often meet the criteria for "Disruptive, Impulse-Control, and Conduct Disorders", and 35.3% meet the criteria for "Depressive Disorders" and "Trauma and Stress-Related Disorders".
- **Young Adults** - Respondents indicated that 44.1% of young adults often meet the "Depressive Disorders" criteria, while 35.3% meet the criteria for "Anxiety Disorders" and "Trauma and Stress-Related Disorders".



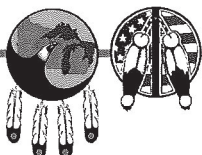
Photo: ©istockphoto.com/Alison Trotta-Marshall

Frequency of Mental Health Condition

- **Children** - Between 16.7% and 33.3% of respondents indicated that children often have a primary mental health diagnosis of "Depressive Disorders", "Trauma and Stress-Related Disorders", and "Disruptive, Impulse-Control, and Conduct Disorders".
- **Youth** - Between 25.0% and 29.0% are often diagnosed with "Disruptive, Impulse-Control, and Control Disorders", "Depressive Disorders", and "Trauma and Stress-Related Disorders".
- **Young Adults** - Between 23.3% and 33.3% of young adults with a primary mental health diagnosis are often diagnosed with "Anxiety Disorders", "Depressive Disorders", and "Trauma and Stress-Related Disorders".

Problematic Behavior

- **Children** - Almost 1/3 of respondents stated "Oppositional Behavior" was often a problematic behavior, while 25.8% reported "Physical Aggression" was often a problematic behavior.
- **Youth** - Nearly half of respondents cited "Academic Failure", and "Delinquent/Criminal Behavior" as problematic behaviors; 68.8% also indicated "Truancy" as problematic behavior.



Wisconsin Adolescent Wellness/Treatment Center Survey Fact Sheet

- **Young Adults** - Over half of respondents reported "Delinquent/Criminal Behavior" and "Physical Aggression" were often problematic behaviors.

Specialized Programming

- Over 78% of respondents indicated the facility should include programming for individuals with a history of sexual perpetration.

Who should the proposed facility serve?

- The vast majority indicated the facility should serve both males and females.
- The majority of respondents indicated the facility should accept Non-Native youth, but have a Native Preference.
- The majority of respondents indicated the facility should serve 12–17 year olds.

Length of Treatment

- Over 40% of respondents indicated the AODA and mental health inpatient/residential treatment program should be 30–60 days.

Services before Treatment

- The majority of respondents (88.6%) indicated that children, youth and young adults participated in Outpatient AODA/Mental Health Services before treatment.

Existing Services

- Over 88% of respondents reported their Tribe provided Outpatient AODA/Mental Health Services.

Mental Health Inpatient/Residential Treatment Facilities

- Children, youth, and young adults were most frequently sent to Keystone Treatment Center in Canton, South Dakota, L.E. Phillips Libertas Treatment Center in Chippewa Falls, Wisconsin, and Mash-Ka-Wisen Treatment Center in Sawyer, Minnesota.

Re-occurring Treatment

- Almost half of respondents indicated that 61% - 80% of children, youth, and young adults return to AODA and mental health inpatient/residential treatment more than once.

Satisfaction with Existing Services

- Over half of respondents indicated their staff was satisfied with the services provided by existing AODA and mental health inpatient/residential treatment facilities.

Necessary Programming

Respondents believed the following programs were very important:

Aftercare Services

Individual Mental Health

Family Therapy

Individual Alcohol and Other Drug Abuse Treatment.



Tribe Involved in Treatment

- Half of respondents disagreed or strongly disagreed that their Tribal communities were involved in treatment.

Families Involved in Treatment

- The majority of respondents reported that families were seldom involved in their child's treatment.

Tribe Involved in Aftercare

- Over half of respondents disagreed or strongly disagreed that Tribal communities were involved in children, youth, and/or young adult's aftercare.

Family Involved in Aftercare

- Over 75% reported families are seldom involved in children, youth, and/or young adult's aftercare.

Length of Aftercare

- Responses on the length of aftercare varied, although most frequently reported response was 151–180 days.

Participating in Treatment Center Development

- Over 88% of respondents reported being very interested or extremely interested in participating in development.

Potential Contribution to Treatment Center

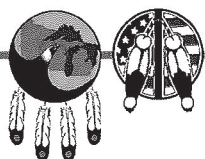
- Most respondents indicated that they would be willing to assist with staffing, as well as input into the programming.

Ownership of Facility

- Over 73% indicated the facility should be owned/operated by an Inter-Tribal Coalition.

Location of Facility

- The most frequently reported response was centrally located for all Tribes in Wisconsin.



Accept the September 2, 2021, regular Community Development Planning Committee meeting minutes

Business Committee Agenda Request

1. Meeting Date Requested: 11/10/21

2. General Information:

Session: ☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

- | | | |
|---|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input checked="" type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:

Authorized Sponsor: Brandon Stevens, Vice-Chairman

Primary Requestor: Brooke Doxtator, BCC Supervisor

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BDOXTAT1

Community Development Planning Committee



Regular Meeting
9:00 a.m. Thursday, September 2, 2021
Teleconference

Minutes

Regular Meeting

Present: Vice Chairman Daniel Guzman, Members: Tehassi Hill, Kirby Metoxen, Marie Summers

Not Present: Chairman Brandon Stevens

Others Present: Nancy Barton, Jacque Boyle, Michael Debraska, Brooke Doxtator, Kristal Hill, Jeffrey House, David P. Jordan, Justin Nishimoto, Rhiannon Metoxen, Mark W. Powless, Nicole Rommel, Rae Skenandore, Amy Spears, Paul Witek

I. CALL TO ORDER AND ROLL CALL

Meeting called to order by Vice Chairman Daniel Guzman at 9:01 a.m.

For the record: Chairman Brandon Stevens is on vacation

II. ADOPT THE AGENDA

Motion by Marie Summers to adopt the agenda with one (1) addition [1) New Business, add item entitled "Accept discussion regarding Water Circle Place"], seconded by Kirby Metoxen. Motion carries.

Ayes: Tehassi Hill, Kirby Metoxen, Marie Summers

III. MEETING MINUTES

A. Approve the August 5, 2021, regular CDPC meeting minutes

Sponsor: Brandon Stevens

Motion by Marie Summers to approve the August 5, 2021 regular CDPC meeting minutes, seconded by Kirby Metoxen. Motion carries.

Ayes: Tehassi Hill, Kirby Metoxen, Marie Summers

IV. UNFINISHED BUSINESS

V. NEW BUSINESS

A. Accept discussion regarding Water Circle Place

Sponsor: Brandon Stevens

Motion by Marie Summers to accept the discussion as information and for Jacque Boyle to forward a report to the September 22, 2021 Business Committee meeting, seconded by Tehassi Hill. Motion carries.

Ayes: Tehassi Hill, Kirby Metoxen, Marie Summers

VI. STANDING UPDATES**A. CEMETERY (9:00 AM)****1. Accept Oneida Nation Burial Ground Maintenance and Utilization Report (no update)**

Sponsor: Mark W. Powless

Motion by Marie Summers to accept the Oneida Nation Burial Ground Maintenance and Utilization report verbal update, seconded by Kirby Metoxen. Motion carries.

Ayes: Tehassi Hill, Kirby Metoxen, Marie Summers

2. Accept #14-002 Cemetery Improvement Project Status Report

Sponsor: Mark W. Powless

Motion by Marie Summers to accept the #14-002 Cemetery Improvement Project status report, seconded by Kirby Metoxen. Motion carries.

Ayes: Tehassi Hill, Kirby Metoxen, Marie Summers

*Item V.A. addressed next***VII. ADJOURNMENT**

Motion by Marie Summers to adjourn at 9:35 a.m., seconded by Tehassi Hill. Motion carries.

Ayes: Tehassi Hill, Kirby Metoxen, Marie Summers

Minutes prepared by Brooke Doxtator, Boards, Committees, and Commissions Supervisor
Minutes approved as presented/corrected on October 7, 2021.

Oneida Business Committee Agenda Request

Accept the October 20, 2021, regular Legislative Operating Committee meeting minutes

1. Meeting Date Requested: 11 / 10 / 21**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.



Oneida Nation
 Oneida Business Committee
 Legislative Operating Committee
 PO Box 365 • Oneida, WI 54155-0365
Oneida-nsn.gov



LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES
 Oneida Business Committee Conference Room-2nd Floor Norbert Hill Center
 October 20, 2021
 9:00 a.m.

Present: David P. Jordan, Marie Summers, Daniel Guzman King, Jennifer Webster, Kirby Metoxen (Microsoft Teams)

Others Present: Clorissa N. Santiago, Kristen Hooker, Kristal Hill, Bonnie Pigman, Shannon Davis, Lawrence Barton, Rhiannon Metoxen (Microsoft Teams), Justin Nishimoto (Microsoft Teams), Michelle Myers (Microsoft Teams)

I. Call to Order and Approval of the Agenda

David P. Jordan called the October 20, 2021, Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Jennifer Webster to adopt the agenda as is; seconded by Marie Summers. Motion carried unanimously.

II. Minutes to be Approved

1. October 6, 2021 LOC Meeting Minutes

Motion by Marie Summers to approve the October 6, 2021 LOC meeting minutes and forward to the Oneida Business Committee for consideration; seconded by Jennifer Webster. Motion carried unanimously.

III. Current Business

1. Pardon and Forgiveness Law Emergency Amendments Extension

Motion by Jennifer Webster to adopt the Resolution: Extension of the Emergency Amendments to the Pardon and Forgiveness law and forward on to the Oneida Business Committee for consideration; seconded by Marie Summers. Motion carried unanimously.

2. Oneida General Welfare Law

Motion by Jennifer Webster to accept the public comment period review memorandum; seconded by Daniel Guzman King. Motion carried unanimously.

IV. New Submissions

V. Additions

VI. Administrative Items

VII. Executive Session

VIII. Adjourn

Motion by Marie Summers to adjourn at 9:22 a.m.; seconded by Jennifer Wester. Motion carried unanimously.

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



Accept the September 16, 2021, regular Quality of Life Committee meeting minutes

Business Committee Agenda Request

1. Meeting Date Requested: 11/10/21

2. General Information:

Session: ☒ Open ☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

- | | | |
|---|--|---|
| <input type="checkbox"/> Bylaws | <input type="checkbox"/> Fiscal Impact Statement | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Contract Document(s) | <input type="checkbox"/> Law | <input type="checkbox"/> Report |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Legal Review | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Draft GTC Notice | <input checked="" type="checkbox"/> Minutes | <input type="checkbox"/> Rule (adoption packet) |
| <input type="checkbox"/> Draft GTC Packet | <input type="checkbox"/> MOU/MOA | <input type="checkbox"/> Statement of Effect |
| <input type="checkbox"/> E-poll results/back-up | <input type="checkbox"/> Petition | <input type="checkbox"/> Travel Documents |
| <input type="checkbox"/> Other: <i>Describe</i> | | |

4. Budget Information:

- | | | |
|--|--|-------------------------------------|
| <input type="checkbox"/> Budgeted | <input type="checkbox"/> Budgeted – Grant Funded | <input type="checkbox"/> Unbudgeted |
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Other: <i>Describe</i> | |

5. Submission:

Authorized Sponsor: Marie Summers, Councilwoman

Primary Requestor: Brooke Doxtator, BCC Supervisor

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: BDOXTAT1



Quality of Life Committee

Regular Meeting
9:00 a.m. Thursday, September 16, 2021
Teleconference

Minutes

Present: Chair Marie Summers, Vice Chair Daniel Guzman King, Tehassi Hill, Brandon Stevens
Others Present: Eric Boulanger, Brooke Doxtator, Renita Hernandez, Kristal Hill, Tina Jorgenson, Mari Kriescher, RC Metoxen, Vanessa Miller, Michelle Myers, Joann Ninham, Justin Nishimoto, Mark W. Powless, Nicole Rommel, Amy Spears, Ravinder Vir, Danelle Wilson

I. CALL TO ORDER AND ROLL CALL

Meeting called to order by Vice Chair Daniel Guzman King at 9:01 a.m.

II. APPROVAL OF THE AGENDA

Motion by Brandon Stevens to adopt the agenda with one (1) addition [1) under New Business B. add item entitled Tribal Needs assessment report], seconded by Tehassi Hill. Motion carried:

Ayes: Daniel Guzman King, Tehassi Hill, Brandon Stevens

III. APPROVAL OF MEETING MINUTES

A. Approve the August 19, 2021, regular Quality of Life meeting minutes

Sponsor: Brooke Doxtator

Motion by Daniel Guzman King to approve the August 19, 2021, regular Quality of Life meeting minutes, seconded by Brandon Stevens. Motion carried:

Ayes: Daniel Guzman King, Tehassi Hill, Brandon Stevens

IV. UNFINISHED BUSINESS

V. NEW BUSINESS

A. Request report from the Trust Enrollment Department regarding Tribal member deaths related to drugs, alcohol and suicide

Sponsor: Shannon F. Hill, Community Member

Motion by Daniel Guzman King to request Behavioral Health provide a quarterly report consisting of the overdose related deaths, Narcan usage, and needle exchange, seconded by Brandon Stevens. Motion carried:

Ayes: Daniel Guzman King, Tehassi Hill, Brandon Stevens

Motion by Brandon Stevens for the Quality of Life Chair to write a memo to the General Manager for relevant areas for working with the TAP program, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, Tehassi Hill, Brandon Stevens

B. Accept Behavior Health Tribal Needs Assessment for Opioid Awareness in the Oneida Community presentation

Sponsor: Shannon F. Hill, Community Member

Motion by Brandon Stevens to accept the Behavior Health Tribal Needs Assessment for Opioid Awareness in the Oneida Community presentation as information, seconded by Daniel Guzman King.

Motion carried:

Ayes: Daniel Guzman King, Tehassi Hill, Brandon Stevens

VI. REPORTS

A. Accept the Tribal Action Plan report

Sponsor: Renita Hernandez, Tribal Action Plan Manager

Motion by Daniel Guzman King to accept the Tribal Action report, seconded by Brandon Stevens. Motion carried:

Ayes: Daniel Guzman King, Tehassi Hill, Brandon Stevens

VII. ADDITIONS

VIII. ADJOURN

Motion by Daniel Guzman King to adjourn at 10:27 a.m., seconded by Brandon Stevens. Motion carried:

Ayes: Daniel Guzman King, Tehassi Hill, Brandon Stevens

Minutes prepared by Brooke Doxtator, Boards, Committees, and Commissions Supervisor
Minutes approved as presented/corrected on October 21, 2021.

Oneida Business Committee Agenda Request

Adopt resolution entitled Obligation for Government Infrastructure, American Rescue Plan Act of 2021...

1. Meeting Date Requested: 11 / 10 / 21**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

Request to adopt resolution titled "Obligation for Government Infrastructure, American Rescue Plan Act of 2021 Fiscal Recover Funds Lost Revenue."

3. Supporting Materials☐ Report ☒ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

During the OBC Work Session on October 19, 2021, the transitioning Government Administrative Office presented our 2021 - 2025 Strategic Plan. The Oneida Business Committee was received an overview of the information, asked questions and provided feedback. Part of the plan presented, includes the development and implementation of the Nation's government infrastructure, including overall centralized records, codification of naming conventions, adequate storage and electronic storage/protection of the Nation's records. This plan also identified the pursuit of a virtual GTC meeting option.

As discussed during the OBC's work session and as presented in the strategic plan, the next step in the development and implementation is to designate a portion of the ARPA funds toward the government infrastructure. The resolution is before you for consideration of adoption.

Please note, it is part of the plan to have a strong collaboration throughout this aspect of the strategic plan and follow up work has already begun with the General Manager & MIS on various aspects.

Questions can be directed to me at lsummer2@oneidanation.org or by phone at ext. 4447.

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

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # _____

Obligation for Government Infrastructure, American Rescue Plan Act of 2021 Fiscal Recover Funds Lost Revenue

- WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS,** the Oneida Nation has received federal funds through the American Rescue Plan Act of 2021 (*ARPA*) funds to address matters arising out of the COVID-19 pandemic; and
- WHEREAS,** the Oneida Business Committee has approved application of ARPA funds to lost revenue and allocation of tribal funds to the ARPA Federal Rescue Funds to investments in the "Lost Revenue" line (*ARPA FRF LR*) in the Investment Report;
- WHEREAS,** the Oneida Business Committee has determined that these funds should be used as set out in resolution # BC-06-09-21-B, as amended by resolution # BC-06-23-21-C which designates percentage allocations of ARPA FRF LR to eight areas of use (*percentages rounded*) –
- Direct Membership Assistance, 45% of funds;
 - Housing, 17% of funds;
 - Food and Agriculture, 12% of funds;
 - Education, 6% of funds;
 - Culture and Language, 10% of funds;
 - Revenue Generations, 2% of funds;
 - Government Roles and Responsibilities, 3% of funds;
 - Overall Priority – Land, Infrastructure, Sovereignty, 5% of funds; and
- WHEREAS,** the Government Administrative Office has completed a strategic plan which includes Government Roles and Responsibilities work, and General Tribal Council meeting solutions; and
- WHEREAS,** the Project Owner for this strategic plan and the Nation's Secretary have proposed to obligate the Fiscal Year 2022 ARPA funds in the amount of \$2,214,218.09 from the ARPA FRF LR, Government Roles and Responsibilities; and
- WHEREAS,** the infrastructure projects are planned for conclusion by September 2023; and
- WHEREAS,** the Oneida Business Committee has reviewed the strategic plan;

BC Resolution # _____
Obligation for Pandemic Pay, Utilizing American Rescue Plan Act of 2021 Fiscal Recover Funds
Lost Revenue
Page 2 of 2

44 **NOW THEREFORE BE IT RESOLVED**, that the amount of \$2,214,218.09 from ARPA FRF LR,
45 Government Roles and Responsibilities category, with Lisa Summers Business Committee Area Manager,
46 assigned as the Project Owner, to implement the Government Administrative Office Strategic Plan which
47 includes government infrastructure and General Tribal Council meeting solutions through September 30,
48 2023; and
49

50 **BE IT FINALLY RESOLVED**, that at the conclusion of the plan by September 30, 2023, any remaining
51 funds shall be returned to the ARPA FRF LR Government Roles and Responsibilities category and be
52 unobligated.
53

Government Administrative Office – Update, Transition & Future Development
SEPTEMBER 2021

Executive Summary:

In 2021, the BC Support Office began and completed the process of updating and validating its vision and mission. This process included the completion of an overall assessment of function and staffing levels, with specific attention paid to the area's: a) purpose; b) customer base; c) who the stakeholders are; d) the scope of actual and proposed support services; and e) assessment of potential future development. After completion of the initial process four main objectives were identified as follows:

1. Update the existing name to better reflect the actual services provided and which government entities the services are provided to;
2. Update the area's existing Vision and Mission;
3. Complete the planning process to identify needed future growth; and
4. Create an overall strategic plan which reflect long-term strategies to achieve identified goals and objectives.

Further, forethought about the future needs of the Nation's government entities were taken into consideration, along with the current Oneida Business Committee's Broad Goals. This range of contemplation also included identification of essential or mandated services outlined in tribal, state, and federal law, and the need for improved system efficiencies.

To address the identified direction or needed improvements, a strategic plan for the area was completed and implementation began in October 2021. Herein, is an overview of completed strategic plan, noting that a full transition into what will now be the Government Administrative Office (GAO) is targeted to be completed by the end of March 2022 (2nd quarter of FY'22). A communication plan is drafted and will be utilized to systematically inform the organization of this change, as well as align with necessary in-house changes, such as letterhead, signage, job descriptions, etc.¹

¹ Transition into the official Government Administrative Office will begin October 2021; however, implementation may be impacted by outside factors or availability of collaborators. Updates on the progress will be provided as requested or needed as progress is made toward implementation.

Government Administrative Office – Update, Transition & Future Development

SEPTEMBER 2021

Lastly, included herein are the GAO's updated Vision and Mission, highlights of the GAO's Strategic Plan, as well as the Good Governance principles that will be actively practiced in the area's decision-making. It is important to note that it is the GAO's intent, to also practice the good-mind principles when implementing and/or practicing the customer service aspect of the area's services - these two sets of principles are to be used in tandem.

Vision Statement: A Nation of strong families build on Tsiʔniyukwalihó·tł and a strong economy.

Mission Statement: We provide key support to the Nation's governing entities by practicing excellent customer service and incorporating good governance principles in our decisions.

Good Governance Principles:

Rule of Law - We will ensure the rules are known and applied equally to all with a clear appeal process (if needed) and are enforced by an impartial regulatory body, for the full protection of Oneida Nation stakeholders.

Transparency - We will be open communicators about actions taken and decisions made ensuring access to information is clear and understandable.

Responsiveness - We will be available to the public and provide timely responses to the needs and thoroughly consider opinions from the public.

Effectiveness and Efficiency - We will implement processes producing favorable results which meets the needs of Membership, Employees, Community, while making the best use of resources – human, technological, financial, natural, and environmental.

Accountability - We will acknowledgement and assume responsibility for decisions and actions as well as the applicable rules of law.

Participation – We provide active support services for government entities, which support stakeholders' participation in their government.

Consensus – We are a neutral conduit that will strive to achieve best outcomes and solutions amicable to stakeholders.

Equity and Inclusiveness - We act to ensure information is timely so that stakeholders have equal to access to public information and support informed decision-making.

Government Administrative Office – Update, Transition & Future Development

SEPTEMBER 2021

Oneida Business Committee Broad Goals:

Health & Safety – We want healthy tribal members and will provide an independent health care system to nurture the health of all native people by reducing drug addictions, providing disability support, and improving mental, physical, social, spiritual, and emotional health to help them feel safe in their environment.

Housing – We want Tribal members of all income levels and family sizes to be given the opportunity for affordable housing by filling vacant homes and meeting all housing needs by fully funding existing and future programs by the end of this term to give them a feeling of security.

Food & Agriculture – We want Tribal members to have accessibility to food and resources that include cash cropping, providing medicines, and creating a sustainable food system, by educating our people, improving existing structures and continuing to explore hemp through the application of sustainable practices to nourish bodies and souls.

Education – We want to provide education from birth to grave by expanding current opportunities for continuous learning by allowing duplicate degrees, certifications, licenses, and nonconventional ways; to improve relationships with area schools and technical colleges; and through the Oneida Language Program so our members have a feeling of accomplishment.

Culture & Language – We want comprehensive language reform by creating a foundation to establish the importance of culture and language by giving increased educational opportunities across the organization, in school systems, offices, the community and in homes; by creating a commission to provide guidance nation-wide; by having a language or culture code to assist in strengthening relationships with other Oneida Tribes; and to support our language immersion program for our communities to come together in harmony to secure our identity and have a sense of belonging.

Revenue Generation – We want to gain financial security by leveraging our assets and strengths, such as agriculture, tourism, entertainment, and the ability to create our own corporate and tax laws to provide financial independence from Gaming and from the federal government to provide a strong economy where the Nation and community members can succeed and have individual independence and self-reliance.

Government Roles & Responsibilities – We strive to be responsive, transparent, and efficient government by improving GTC meeting space post-pandemic and amending and reviewing laws that have an adverse effect on citizens because we apply good governance principles to enhance the government structure which increases effectiveness and efficiency to allow for change so our membership feels heard by the government; has a sense of involvement in the government; and has an understanding of the Nation's laws and processes.

Government Administrative Office – Update, Transition & Future Development

SEPTEMBER 2021



Records Management

- Current Area
- 2 staff
- Staffing Level Assessment in CY'22 to plan for FY'23
- Strategy includes: OROM Law Compliance, centralized record-keeping, planned growth of physical space which meets safety / document protection standards; and, consolidation of vital records & historical document preservation programming.



Administrative Services

- Current Area
- 2 Staff
- 2 Staff In Progress
- Strategy includes: day to day management of gov't administrative functions; oversight and implementation of GAO strategic plan; strategic budget planning of current & planned gov't functions; GTC Meetings options, and overall improvement of customer service through use of technology and streamlined policy.



Boards, Committees & Commissions

- Current Area
- 4 Staff
- Strategy includes: full compliance with BCC Law (and proposed changes as needed); development of supplemental policy and/or rules need to support BCC Law assigned functions; full assessment of BCC member levels required to fulfill purpose; and, standardization of on-boarding, transition, full training and credentialing program.



Government Information Services (Formerly Covid Call Center) Under development

- Current Area under reconstruction
- 1 Staff - currently under call center
- 1 Additional staff by end of 1st Quarter (in progress w/IGAC)
- Pilot Project for year 1
- Overall assessment in progress to identify long term solution(s)
- Strategy includes: centralized location for general Oneida Nation information member service calls and follow up; strategic collaboration with other GAO and IGAC areas to ensure timely & accurate information provided; and, ensure stakeholder ease of access / recall through website and member-only page.

Government Administrative Office – Update, Transition & Future Development

SEPTEMBER 2021

Branding	Quality Assurance	Hopes & Dreams	Service Alignment	Technology Solutions	Space Needs	Planned Growth	Team Wellness
Office name change	Office runs efficiently & prepare for change/ideas	Covid – GONE!	Organization in full compliance w/OROM (open records/ meetings) Law	Updated technology	Building Accessibility	BC Support Services – Assess for Future	Want to be at work
Folks know who we are & what we do (expectations)	Individuals' education & professional goals are in progress	32-hour work week	Staff levels remain aligned w/future S.o.S (Support office Services – for any new law, rule, service, etc.)	Improved database	Accessible Office & Conference Room Space (separation from school)	Central location for tribal member to go for information	Enjoy what we're doing
Roles & Responsibilities of the BCC's (Meetings, Robert's Rules of Order, Expectations, By-Laws)	Actively maintain staff meetings both monthly & quarterly	Take over little bear	Universal on-boarding for BCC's	Universal database (include Trust/Enrollment)	Future space needs	Wellness opportunity in the office	Wellness opportunities in the office
We are recognizable to the public	OBC is comfortable in new role	Mini Wellness Center	Keep scope of services up to date	Latest technology	Long-term telecommuting options in place	Want to be at work	
Make known what services we offer	Training for Stakeholders (teaching to fish)		Boards able to find solutions to issues	Universal on-boarding for OBC	Adequate physical space (for records)		
	Trust in the Department		Helping Stakeholders / giving solutions		Dept. is all together Less physical records are stored		
	SOPs are updated						
	Processes are assessed & changed regularly						
	Change is welcome & accepted						
	Resources are adequate & preplanned						
	Staff are knowledgeable & provide back up						
Practical Vision developed by the team							

Government Administrative Office – Update, Transition & Future Development

SEPTEMBER 2021

Branding	Quality Assurance	Hopes & Dreams	Service Alignment	Technology Solutions	Space Needs	Planned Growth
Process for changing our name is unknown	Budget (easy to not prioritize)	Things are not within our control	Collaboration w/Stakeholders	Budget (things out of our control)	Budgets (for more space/location)	Budgets (we don't have one to strategically grow)
Not clear who we are, separated areas	Time (easy to not prioritize; good intentions for pre-planning fall through)		Roles & responsibilities of BCC staff vs boards own staff	Staffing (need designated staff)	Physical limitations (finite amount of space)	Space needs – outgrown for area
Once finalized, could be denied by secretary or by OBC	SOP's – nobody likes doing them (or some things don't happen all the time – OBC transition)		Lack of SOP's / standards	Training & use (finding the "right" system)	Out of our control	Not enough support
This process will help w/potential change in OBC every 3 years.	Interruptions		GC Regulations	Time		Hurdles w/implementation
	Polices & procedures		Unclear expectations w/BCC	Law changes impact scope or limit how we can deliver a service		Not enough collaboration
	Quantity – sheer number of things that need to be updated		Resistance to change	Fear of change,		Need a change of resolution
	Mixed methodologies			Cooperation		
	Doing things, the "usual way" (complacency)		Need a planned conflict resolution process (staff & BCC)	Trust & Enrollment get forgotten, don't report to GM or BC, uncooperative		
	Absence of personal/professional goals		Time	Tech changes a lot & quickly (by the time we change, there is new technology)		
	Envisioning / anticipating needs		Relationships – need positive working relationships			
			Do we need a budget in our area (unclear???)	Technology that is available (now to us short term)		
Identified Underlying Contradictions				Cumbersome processes		

Government Administrative Office – Update, Transition & Future Development
SEPTEMBER 2021

GAO's Strategic Actions:

Once the practical vision and identification of underlying contradictions was completed, the next step was for the GAO Team to develop the possible solutions to each of the discovered issues. Identified herein are the GAO's identified areas where strategic actions will be taken that builds upon the daily work already identified and part of the office's regular functions. Each of the eight (8) categorical work include its own individual follow up actions and plans, which are available for review upon request. For example, the creation and implementation of an overall communication plan under "continuous improvement" has its own task list and team member listing, review, reporting and communication methods.

As a reminder, the target quarters identified are start dates; the overall work included in this first iteration of the GAO strategic plan is for the calendar year period 2021 – 2025 (FY'22 – FY'26) with a revisit, update and refocus to be completed in calendar year 2024 to ensure strategic budget planning will be on-going. This rolling process is intended to keep a continuous strategy in place moving forward for the GAO area.

Strategic Category	Initiative(s)	Target Start	Principle Alignment
Continuous Improvement	Create an updateable services list	Q2	<i>Rule of Law</i>
	Train regularly & practice time management	Q2	<i>Transparency</i>
	Create electronic forms to match identified service	Q3	<i>Responsiveness</i>
	Create website solutions to keep updated	Q2	<i>Effectiveness & Efficiency</i>
	Define different areas of GAO & communicate clearly	Q1	<i>Accountability</i>
	Create an open report for stakeholders	Q2	<i>Participation</i>
	Create & implement a communication plan	Q1	<i>Consensus</i> <i>Equity & Inclusiveness</i>
Planned Growth	Develop the Covid Call Center into permanent Gov't Information Services (Collaboration w/IGAC)	Q1	<i>Rule of Law</i> <i>Transparency</i>
	Plan and create a centralized digital record keeping program (OROM Law Compliance)	Q2	<i>Responsiveness</i> <i>Effectiveness & Efficiency</i> <i>Accountability</i> <i>Participation</i> <i>Equity and Inclusiveness</i>
Policy Improvement	Implement standardized telecommuting options & Process	Q2	<i>Rule of Law</i> <i>Transparency</i> <i>Accountability</i>

Government Administrative Office – Update, Transition & Future Development

SEPTEMBER 2021

	Create an SOP processing list & methodology for identification and implementation, communication & training	Q1	Effectiveness & Efficiency Responsiveness Accountability
	Develop & implement standardized transition curriculum & methodology (BC & BCC Members)	Q3	Consensus Equity and Inclusiveness
Virtual Environment	Create & utilize virtual customer service option	Q4	Transparency
	Create virtual option for GTC Meetings	Q1	Responsiveness
	Create a GAO web landing page	Q3	Effectiveness & Efficiency
	Hire a web content administrator	Q3	Accountability Participation Equity and Inclusiveness
Network	Include Gaming Commission in BCC Support	Q3	Transparency
	Maintain strong working relationship with LRO/LOC	Q1	Responsiveness Effectiveness & Efficiency
	Learn from other government on infrastructure (i.e., City of Green Bay, Brown County, Other Tribes, Etc.)	Q2	Consensus
Strategic Budgeting	Team participates in the budgeting process	Q2	Responsiveness
	Be prepared & have information for requests or needs when doing budget preparations	Q2	Effectiveness & Efficiency Accountability
	Ensure all needed contracts are current and/or projected contracts are identified for service areas (i.e., shred it)	Q1	Participation Consensus
Planned Space	Identify space requirements (physical & electronic)	Q2	Rule of Law
	Create a standardized space requirement system	Q2	Effectiveness & Efficiency
	Upgrade physical space & office flow	Q3	Accountability
"How To"	Develop training on transition processes	Q3	Rule of Law
	Create training manuals for area (jobs, departments, on-boarding, travel, etc.)	Q3	Transparency Responsiveness
	Create definition of "records"	Q2	Effectiveness & Efficiency
	Create/update retention schedules (OBC, GTC & Depts), including recommended naming conventions & proposed changes to OROM Law as needed	Q2	Accountability Participation Consensus Equity and Inclusiveness
	Develop & utilize a standard change management plan	Q3	
	Create the job duties (functions) walk through	Q2	
	Create & implement a cross-training training program	Q4	

Government Administrative Office – Update, Transition & Future Development
SEPTEMBER 2021

Key Initial Follow Ups and Funding Source:

As mentioned early in this report, the broad goals of the Oneida Business Committee were taken into consideration when identifying and prioritizing initiatives and projects. There are three key efforts which need the Oneida Business Committee's on-going support, these include the following:

1. Virtual General Tribal Council Meeting options and platform development
 - a. This will include the technology updates/infrastructure needed as well as planning for changes to existing law or policy as needed;
2. Assessment and transition of the Covid Call Center to a permanent service solution; and
3. Assessment and update of both electronic and physical records space to ensure efficient and concise systems relating to government record retention and recall,
 - a. This will include technology updates/infrastructure needed as well as planning for changes to existing law or policy as needed.

Funding for these three immediate needs is anticipated to be drawn from the allocation identified in BC Resolution 06-09-21-B "Setting Goals for Application of Funding from the American Rescue Plan Act of 2021 to direct Support to Individuals, Families, Community and the Oneida Nation," specifically the category of "Government Roles and Responsibilities – focus on improving GTC resources through technology. "

The efforts identified in the GAO plans will require collaboration from across the organization. Specifically, assistance from the General Manager's Office will be critical as the Management Information Systems will be a key collaborator in the development and implementation. To date, the General Manager's Office has been extremely helpful for the initial planning stages and continues to be active in collaborative efforts to ensure the Nation is planning the use of resources in the best manner possible.

Question regarding this update can be directed to Lisa Summers, OBC Area Manager via email at lsommer2@oneidanation.org or at ext. 4447.

Oneida Business Committee Travel Request

Approve the travel request - Vice-Chairman Brandon Stevens - National Indian Gaming Association...

1. OBC Meeting Date Requested: 11 / 10 / 21 ☐ e-poll requested**2. General Information:**Event Name: National Indian Gaming Association Mid-Year ConferenceEvent Location: Temecula, CA Attendee(s): Brandon StevensDeparture Date: Nov 14, 2021 Attendee(s): Return Date: Nov 17, 2021 Attendee(s): **3. Budget Information:**☐ Funds available in individual travel budget(s)☐ Unbudgeted☒ Grant Funded or ReimbursedCost Estimate: 0**4. Justification:**

Describe the justification of this Travel Request:

As liaison to Oneida Gaming Commission, I am requesting to attend the National Indian Gaming Association (IGA) Mid-Year Conference, November 14-17, 2021 in Temecula, CA.
Travel costs are covered by IGA.

5. SubmissionSponsor: Brandon Stevens, Vice-Chairman

- 1) Save a copy of this form for your records.
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Home > Show Info > Event Schedule

EVENT SCHEDULE

View the 2021 event schedule below:

Monday- November 15	
8:00 AM - 12:00 PM	Golf Tournament
8:00 AM - 5:00 PM	Commissioner Certification Level III
7:00 AM - 6:00 PM	Registration Open
10:00 AM - 1:00 PM	Exhibitor Set-Up
1:00 PM - 5:00 PM	Conference Sessions
1:00 PM - 5:00 PM	Exhibits Open
5:00 PM	Networking Hour
6:00 PM	Welcome Reception
Tuesday- November 16	
8:00 AM - 5:00 PM	Registration Open
8:00 AM - 4:00 PM	Commissioner Certification Level III
9:00 AM - 12:00 PM	Conference Sessions
9:00 AM - 5:00 PM	Exhibits Open
12:00 PM - 1:30 PM	Awards Luncheon
1:30 PM	Membership Meeting
Wednesday- November 17	
8:00 AM - 12:00 PM	Registration Open
8:00 AM - 1:00 PM	Commissioner Certification Level III
9:00 AM - 12:00 PM	Exhibits Open
9:00 AM - 12:00 PM	Conference Sessions

NOVEMBER 15- 17, 2021

PECHANGA RESORT



Oneida Business Committee Agenda Request

Schedule a special Business Committee on December 17, 2021, at 9:00 a.m. for the Year End Financial..

1. Meeting Date Requested: 11 / 10 / 21

2. General Information:

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

Audit Law

Agenda Header: Exec - Audit Committee

☐ Accept as Information only

☒ Action - please describe:

Motion to hold a Special Business Committee meeting on December 17, 2021 at 9:00 am to have RSM US LLP present the Year End Financial Statements.

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution

☐ Budgeted - Grant Funded

☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison: David P. Jordan, Councilmember

Primary Requestor/Submitter:

David P. Jordan, Internal Audit Manager
Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The reports require approval by the BC before being presented to the (tentative) GTC meeting. The Audit Committee recommends a virtual meeting to accommodate a larger attendance, which would include Central Accounting (Jennifer Anderson) Gaming (Chad Fuss and Misty Jordan), OGC (Mark A Powless) and Finance (Larry Barton, Ralinda Ninham-Lamberies), Internal Audit Management (Loucinda Conway), the Business Committee members and external auditors.

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

Oneida Business Committee Agenda Request

Review the Sportsbook Rules of Play and determine appropriate next steps

1. Meeting Date Requested: 11 / 10 / 21**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request**6. Cover Memo:**

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

October 29, 2021, Gaming management submitted for OGC review and approval the Oneida House Rules-Rules of Play Sports Wagering. The OGC reviewed and officially approved the document on November 2, 2021 as required by the ONGO and Gaming Compact.

Action Requested: Accept the Oneida House Rules-Rules of Play Sports Wagering with no requested revisions. Motion for this request would be as follows: Accept the notice of the Oneida House Rules -Rules of Play Sports Wagering approved by the Oneida Gaming Commission on November 2, 2021, and;

(a) Directs notice to the Gaming Commission there are no requested revisions under section 501.6-14(d);

(b) Directs notice to the Gaming Commission that the Oneida Business Committee will be recommending amendments to Oneida House Rules-Rules of Play Sports Wagering in accordance with sections 501.6-14(d)(3)(C); or

(c) Directs notice to the Gaming Commission that the Oneida Business Committee repeals the Oneida House Rules-Rules of Play Sports Wagering in accordance with section 501.6 (d)(3)(A) and subsections (i).

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

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

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

Ivory S. Kelly

From: Jodi M. Skenandore
Sent: Tuesday, November 2, 2021 1:51 PM
To: Ryan J. Northway; Derrick R. King; Jessica A. Hill-Jorgenson; Fawne M. Rasmussen; Jessalyn M. Harvath
Cc: Ivory S. Kelly; Shoshana P. King; Tracy J. Metoxen; Melissa M. Alvarado; Michelle M. Braaten; Jodi M. Skenandore
Subject: Notification: Sports Betting; House Rules/Rules of Play
Attachments: Fwd: House Rules/Rules of Play

DATE: 11/02/21
FROM: Mark A. Powless Sr.
SUBJECT: Sports Betting; House Rules/Rules of Play

Good Afternoon,

The Gaming Commission has reviewed the following item(s) and is approved. This will be placed on the next Regular OGC Meeting agenda for retro approval.

1. Sports Betting; House Rules/Rules of Play

If you have any further questions please feel free to contact the OGC Chair Mark Powless Sr. via email mpowles5@oneidanation.org or at 497-5850.

Thank you.

Jodi M. Skenandore
Oneida Gaming Commission
920-497-5850
Toll Free: 1-800-497-5850
Jskenan8@oneidanation.org

ONEIDA CASINO

SPORTSBOOK RULES OF PLAY

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RULES OF PLAY

I. In General:

- A. Patron must be 21 years of age or older to place a sports wager.
- B. Patrons should familiarize themselves with these Oneida Casino Sportsbook House Rules before placing a bet. By placing a bet, the patron acknowledges and accepts these House Rules.
- C. Management will make every effort to ensure the odds displayed on their screen are accurate.
 - 1. Computer generated point spreads / odds shall determine winners, losers, ties and payout odds.
 - 2. For the protection of all concerned, management will retain a record of all point spreads and odds in case of technical or human error.
 - 3. All statistical and other data displayed on the Sportsbook screens, wall boards, scratch sheets, etc. are for the convenience of our patrons only. Maximum care is taken to ensure the accuracy of such information.
 - 4. Odds or line changes will be noticed to customers via automatic updates conducted in the risk management system and will be reflected on the odds boards.
- D. Casino Sportsbook is not responsible for lost, stolen, altered or unreadable tickets. Lost or stolen ticket claims will be paid upon presentation of supporting information or documentation. In the absence of such documentation The Casino reserves the right to wait at least 120 days after the conclusion of the event and/or racing meet to make its decision regarding payment.
- E. Management will make every reasonable effort to resolve disputes. Any unresolved dispute arising as a result of wagers accepted by Oneida Casino Sportsbook shall be submitted in writing to the Oneida Gaming Commission.
- F. Oneida Casino Sportsbook reserves the right to prohibit the below sportsbook participants:
 - 1. Any patron on the exclusion list;
 - 2. Any patron with a suspended Wagering Account;
 - 3. Self-excluded patrons; and
 - 4. Banned patrons.
- G. Oneida Casino Sportsbook reserves the right to add, change or delete the Sportsbook House Wagering Rules, subject to regulatory approval.

II. Wager Information; Acceptance and Redemption of Wagers

- A. Oneida Casino Sportsbook reserves the right to refuse any wager, delete, or limit selections prior to the acceptance of any wagers.
- B. Please check your tickets for accuracy before leaving the betting window/kiosk. Leaving the window/kiosk with the ticket is deemed an acceptance of the wager by both parties. Wagers may be accepted at other than the currently posted terms.
 - 1. Tickets will not be altered prior to the start of an event except at the discretion of management and with the approval of both parties.

ONEIDA CASINO SPORTSBOOK

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2. Once both parties accept a wager, tickets will not be altered after an event officially begins.
 3. Funding A Wager. Wagers at Oneida Casino Sportsbook may only be funded in cash or with funds from a winning ticket or voucher.
 4. Identification Requirements. Patrons must provide identification when creating a Wagering Account and for each wager placed over \$3,000.00 – in addition, identification is required when funding and/or redeeming from the Wagering Account.
 5. Redeeming a winning bet. All winning bets must be redeemed at the Sportsbook POS Terminal or the Cage Cashier's window during normal hours of operation within sixty (60) days of the event date. Winning tickets not redeemed within the redemption period shall expire.
- C. Oneida Casino Sportsbook will not accept any wagers placed for less than \$1.00 and will not accept any wagers that would result in the total wager amount reflecting odds greater than 299:1, provided that minimum and maximum wagers may be increased and/or decreased based on the prior written approval of Gaming Management, which shall be posted in the Oneida sportsbook. In addition, Gaming Management reserves the right to set maximum dollar amounts for wagers based on the wagering forum, for example, a maximum wager of \$X may be placed on kiosks only, without placing any such limitation on other forums of wagering.
- D. The Oneida Casino Sportsbook will not accept any wagers, of any type, on any Wisconsin collegiate events or markets.

III. Official Results in General

- A. Unless provided otherwise in these House Rules, all "games" (team contests) must be played on the date scheduled to be considered action, unless stipulated otherwise on guest wagering information sheets or odds display. Game start or conclusion times delayed or extended beyond midnight are not recognized as date changes for wagering purposes.
- B. "Events" including golf tournaments, boxing matches, mixed martial arts, tennis matches, auto races, track and field, and international tournaments (excluding Olympics) or events must be held within 7 days of scheduled date to be considered action, unless stipulated otherwise on guest wagering information sheets or odds display.
- C. Management is not responsible for location changes. If a game or event is moved from original location, all wagers are no action.
- D. For wagering purposes, unless otherwise stipulated on, matches are official after:
1. All – considered action once the opening bell/buzzer sounds, regardless of the scheduled length of the bout.
 2. All fighting "pick the round" proposition wagers are no action (Refunded) if the scheduled length of the bout is changed from the distance displayed by the Sportsbook, or on guest wagering information sheets or odds display.
- E. All results are deemed final once the official agency (official sports body, commission, sanctioning organization, etc.) has posted the result. Subsequent inquiries and changes to official results will not affect the bet settlement after one hour or more of the conclusion of the event.

ONEIDA CASINO SPORTSBOOK

RULES OF PLAY

- F. For betting purposes, the winner of an event or game will be determined on the date and approximate time of the events conclusion according to house wagering rules. The Oneida Casino Sportsbook does not recognize suspended games, result changes one hour or more after the events conclusion, protests, or overturned decisions, etc.
 - G. Minimum play requirements for betting purposes. Unless stipulated otherwise on, guest wagering information sheets or odds display, games are official after:
 - 1. Football (professional and college) - 55 minutes of play.
 - 2. Basketball (professional) – 43 minutes of play.
 - 3. Basketball (college and women's) – 35 minutes of play.
 - 4. Hockey (professional, college, amateur) – 55 minutes of play.
 - 5. Soccer (professional and amateur) - 90 minutes of play.
 - 6. Fighting, Mixed Martial Arts (professional and amateur) – When bell (buzzer etc.) is sounded signifying the start of the opening round the bout is considered official for betting purposes, regardless of the scheduled length.
 - 7. Baseball (major league, minor league, college, amateur) – In all nine-inning scheduled games, winners and losers are official after nine innings of play, unless the home team is leading after eight and one-half innings. Postponed or Suspended games must go a minimum of five innings or four and one-half innings if the home team is ahead (also applies to seven-inning scheduled games). If a game goes past five innings and is subsequently Postponed or Suspended, the winner is determined by the score after the last full inning of play; except in a case in which the home team scores to tie or take the lead in the bottom half of the inning in which the game is Postponed or Suspended, the runs do count.
 - 8. All contests not listed above that involve a predetermined length of play, time limit, distance, etc. that are not reached, yet the event is called final by event officials with a winner declared, shall also be considered official for betting purposes, unless stipulated otherwise on guest wagering information sheets or odds display.
 - 9. All other contests not listed above that involve a scheduled length of play or time limit must play to their conclusion or have five minutes or less than 10% of scheduled playing time remaining when the contest concludes to be considered official for betting purposes.
 - 10. All halftime (1st half and 2nd half), quarter, period, set, etc. wagering propositions must be played to the conclusion of that portion of play to be considered “Action”, and are independent of the game and other propositions. Soccer 1st half or 2nd half wagers must go at least 45 minutes to be considered “Action”.
 - H. Prop bets must go for the duration of the sports minimum play requirement.
 - I. Futures wagers will be graded within one calendar year of the official league start date, in the circumstances of delayed future wagers including but not limited to division/conference/finals etc, the date change will be considered action if completed within one calendar year of the official league start date.
- IV. Auto Racing**
- A. **Date/Site Changes.** Auto Racing events must take place within 72 hours of the original start time or bets will be void.

- B. Minimum Length of Play.** All wagers will be settled according to the unofficial results reported immediately after the conclusion of the race by the governing organization. Any changes to the finishing order that occurs based on appeals, penalties or scoring malfunctions after the race has concluded, will not be recognized. Should the race not complete all scheduled laps, but is deemed official by the governing body, then bets will stand. If a race is cancelled without an official winner named, then bets are refunded. If a race is abandoned and no result declared, all bets will be refunded, except where bets are already settled.
- C. Auto Racing Wagers**
- 1. Race Winner:** A wager on which driver will win the race. All bets settled using unofficial results reported immediately after the conclusion of the race.
 - 2. Matchups:** A wager on one or more specified driver(s) versus one or more specified driver(s). Wagers are placed on the driver only, not the car or team. If the original driver is replaced by another driver after the start of the race, the original driver is the driver of record and the wager will be action. All drivers in the match-up must start the race for action. If one of the drivers does not finish the race, the other driver is considered the winner. If neither driver finishes the race, the driver who completed the most laps is the winner. If both drivers complete the same number of laps but do not finish the race, all bets are refunded. Any changes in finishing order that occurs based on appeals, penalties, or scoring malfunctions after the race has concluded will not be recognized. Wagers on qualifying performance will be settled according to position and times set during the final qualifying session. For the purposes of these markets, any subsequent alterations of grid positions are not recognized.
 - 3. Qualifying Betting/Who Will Qualify on Pole:** Wagers on qualifying performance will be settled according to position and times set during the final qualifying session. For the purposes of these markets, any subsequent alterations of grid positions are not recognized. Top 3/5/10: Wager on whether a driver will finish in these positions. Winning Manufacturer/Constructor/Team: Wager on the winning team regardless of what driver(s) participate.
- V. Baseball**
- A. Date/Site Changes.** Regular season Baseball games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. Minimum Length of Play.** Pre-Game Wagers: Unless otherwise stipulated in individual Baseball sports wager rules, wagers on baseball money lines are official after 5 innings of play. If the home team is leading, the game is official after 4 ½ innings (this will include softball). Thereafter, if a game is called or suspended, the winner is determined by the score after the last full inning, unless the home team scores to tie or take the lead in the bottom half of the inning, in which case the winner is determined by the score at the time the game is called. For games scheduled to play a full 9 innings, game must go to 9 innings (8 ½ if the home team is ahead) to have action on run lines and totals. For games scheduled to play only 7 innings, game must go to 7 innings (6 ½ if the home

team is ahead) to have action on run lines and totals. Live Wagers: Game must go full scheduled length to have action on all markets: 9 innings (8 ½ if the home team is ahead) for 9 inning games, or to 7 innings (6 ½ if the home team is ahead) for 7 inning games. If the game is called before this time then all bets will be void, except for those that have been unconditionally determined. In specified inning wagers, game must go full specified innings to be official, unless the home team is leading the bottom half of specified inning prior to completion of specified innings(s). For money line, totals, and run lines, game must go the full specified innings. All baseball propositions are considered action regardless of any pitching changes.

C. Pre-Game Baseball Wager Rule. Baseball wagers are accepted in the following manner:

- 1. One specified pitcher:** A wager on or against one specified pitcher, regardless of the other starting pitcher. Specified pitcher must start or wager is deemed “no action” and wager is refunded.
- 2. Both specified pitchers:** A wager that specifies both starting pitchers must start for action. Any variation constitutes “no action” and wager is refunded.
 - a)** In the event of a pitcher(s) change prior to the start of a baseball game, money line odds will be adjusted to the opening price of the new pitching matchup.
 - b)** Note: Each team’s starting pitcher is defined for wagering purposes as the pitcher that throws the initial pitch.
- 3. Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must only win the game for the wager to be deemed a winner. Extra innings are counted in final score. Money line wagers are for team against team, regardless of the starting pitcher, unless the team option with both pitchers listed is specifically selected at the point of bet placement - in which case any subsequent change to either starting pitcher will be considered ‘no action’ and the wager will be refunded accordingly. Wager must meet the minimum length of play as specified above.
- 4. Total Runs:** A wager on whether the total number of runs scored in a game is over or under a specified number. Extra innings are counted in final score. Wager must meet the minimum length of play as specified above.
- 5. Run Line:** A wager in which the bettor “takes” or “lays” a specified number of runs. The team wagered must “cover” the run line for the wager to be deemed a winner. Extra innings are counted in final score. Wager must meet the minimum length of play as specified above.
- 6. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Extra Innings count.
- 7. Team to score last:** Settled on the last team to score. Game must go 8 ½ innings in 9 inning games, or 6 ½ innings in 7 inning games for bets to stand.
- 8. Highest Scoring Inning:** Bet on which inning will produce the most runs. Dead heat rules apply. Game must go 8 ½ innings in 9 inning games, or 6 ½ innings in 7 inning games for bets to stand.
- 9. First 1/3/5/7 Inning Markets:** Specified number of innings must be completed for bets to stand.

10. Race to x runs: Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

D. Baseball Proposition Rules. Various unique wagers may be offered from time to time. When wagering proposition bets, the game must go 9 innings (8 ½ innings if the home team is ahead) to have action, or action has occurred as the outcome of the wager is already known. If a game is suspended after 9 innings (8 ½ innings if the home team is ahead), the final score is determined after the last full inning, unless the home team scores to tie or take the lead in the bottom half of the inning, in which case the score is determined by the score at the time the game is called. All baseball propositions are considered action regardless of any pitching changes. If a game is scheduled for only 7 innings, then game must go 7 innings (6 ½ if the home team is ahead).

1. Baseball Player Props

a) Players in player prop bets do not have to start but must play some part for Player Props to have action. Wagers on specific player performance or match wagers will be deemed official once at least one of them have left the game, with both having taken some part in the game to that point, regardless of the conclusion of the game.

b) Hit(s): Oneida Sportsbook settles markets in accordance with official box score statistics declared by MLB as the governing body.

2. Baseball Regular Season Series Props. Regular season series props are offered for all 3, 4 or 5 Game Series with the outcome of all games played counting towards settlement. Series must go a minimum of 3 games for action regardless of games scheduled and or canceled. A called game will count towards a series wager if declared an official game by the league. All wagers are action regardless of Starting Pitchers or pitcher changes.

3. Baseball Playoff Series Props. For Playoff Series Winner props, the team that advances to the next round is deemed the winner. Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.

4. Baseball Post Season Rule. All MLB playoff games will have action regardless of date played and or completed, unless specified otherwise. Game winner will be paid based on the official winner of this game as determined by the MLB. All listed pitchers' rules apply.

5. Baseball Grand Salami Props. Grand Salami prop is determined by the total runs scored in all MLB games scheduled for that day. There are no listed pitchers, so all bets are action. Wager applies to all scheduled games and games must go 9 innings (8 ½ if home team is leading). If any game is cancelled or stopped before the completion of 8 ½ innings, all wagers on the Grand Salami will be cancelled. Grand Salami will not be offered when 7 inning games are scheduled.

E. College World Series. Games must be played on scheduled date for action. All teams face double elimination. Teams listed second do not necessarily bat last.

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- F. Baseball Futures.** Baseball season long futures are unique wagers which will be offered from time-to-time. For all season long and future props, all wagers stand regardless of team re-location, change to a team name, season length or play-off format unless stated otherwise in the market. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.
- G. Regular Season Team Total Wins O/U.** Wager on the total regular season wins made by a team.
- 1. Regular Season Team Win Percentage.** Wager on the percentage of wins by a team during the regular season.
 - 2. Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team.
 - 3. Regular Season Player Totals O/U.** Wager on the number of regular season Total Home Runs, Runs, Hits, Stolen Bases, Strikeouts, Saves by a named player.
 - 4. Regular Season Player Averages.** Wager on a player's batting average O/U. To qualify a player must have at least 3.1 plate appearances per game.
- H. Baseball Championship and Pennant Futures.** If there is a change to the post season structure whereby a Championship Series is not possible, or called early, Pennant betting will be settled on the team that advances to the World Series from that league.
- 1. Division of Winning Team.** Wager on which division the winner originates from.
 - 2. League of Winning Team.** Wager on which league (American League or National League) the winner originates from.
 - 3. State of Winning Team.** Wager on which state the winner originates from.
 - 4. Name the Finalists.** Which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
 - 5. Exact Outcome.** Which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
 - 6. #1 Seed.** Team to be the #1 seed in specified league (American League or National League) at the end of the regular season.
 - 7. To Win/Lose 100+ Games.** Wager on whether a named team will win or lose 100 or more regular season games.
 - 8. Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market.
- I. Playoff Series Props.**
- 1. Series Winner.** Wager on which team will advance to the next round. Should no series take place, bets will be refunded.
 - 2. Series Correct Score.** Wager on the exact score of games within the series. Should the series be shortened from its original length, then bets would be refunded.
 - 3. Total Games.** Wager on how many games will take place in the series.
- J. Baseball Futures List**
- 1. MLB Divisional Odds.** Wager on which team will win an MLB division.

2. **MLB Division Finishing Position.** Wager on the exact position a named team will finish within their division.
 3. **MLB Pennant Odds.** Wager on which team will win the pennant in either the American League or National League of MLB.
 4. **MLB World Series Odds.** Wager on which team will win the World Series.
 5. **MLB Cy Young Winner.** Wager on which pitcher wins the Cy Young Award in either the American League or National League of MLB.
 6. **MLB MVP Winner.** Wager on which player will win the MVP award in either the American League or National League of MLB.
 7. **MLB Rookie of the Year Winner.** Wager on which player will win the Rookie of the Year award in either the American League or National League of MLB.
 8. **Most Home Runs Hit.** Wager on which player hits the most number of home runs in the regular season.
 9. **Highest Season Long Batting Average.** Wager on the highest season long batting average by a particular player as declared by MLB.
 10. **Most RBI's in Season.** Wager on which player has the most Runs Batted In during the regular season.
 11. **Most Stolen Bases in Season.** Wager on which player has the most Stolen Bases during the regular season.
 12. **Most Pitching Victories.** Wager on which player is awarded the most wins during the regular season.
 13. **College Baseball World Series Winner.** Wager on which team will win the College World Series.
- K. Live Baseball Rules.** If a match is interrupted or cancelled and won't be continued on the same day, all undecided markets are considered cancelled.
- L. Moneyline – Winner (Away, Home)**
1. Game – Includes extra innings.
 2. H1 – Only runs scored in the first 5 innings are considered
- M. Total – Total Runs scored by both teams (Over, Under)**
1. Game – Includes extra innings
 2. H1 – Only runs scored in the first 5 innings are considered
 3. Inning – Only runs scored in the specific inning are considered
- N. Point Spread – Winner With handicap in .5 increments (Away, Home)**
1. Game – Include Overtime
 2. H1 – Only runs scored in first five innings considered
- O. Three Way – Outcome (Away, Home, Tied)**
1. Reg – Which team will win the game, no extra innings considered
 2. H1 – Which team will lead after 5 innings
 3. Inning – Which team wins the specific inning
- P. Win Rest.** Which team will win the rest of the game, including overtime
- Q. Away Total – Total runs scored by away team (Over, Under)**
1. Game – Total runs scored in the game
 2. H1 – Only runs scored in first five innings are considered
- R. Home Total – Total runs scored by home team (Over, Under)**

1. Game – Total runs scored in the game
 2. H1 – Only runs scored in first five innings are considered
- S. **Win Margin – Predefined range of runs a team wins by (Away 3+, 2, 1; Home 3+, 2, 1).** Game – Includes overtime
- VI. **Basketball**
- A. **Date/Site Changes.** Basketball games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
 - B. **Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Basketball sports wager rules, US pro basketball results are official after 43 minutes of play. College Basketball, WNBA, NBA Summer League and European Basketball are official after 35 minutes of play.
 - C. **Pre- Game Basketball Wager Rules.** Point Spread: A wager in which a bettor “takes” or “lays” a specified number of points. The team wagered must “cover” the point line for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
 - D. **Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must win the game for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
 - E. **Total Points:** A wager on whether the total number of points scored in a game is over or under a specified number. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score.
 - F. **First Half:** Wagers on the first half will be decided by the score at the end of the first half. If a game does not go the entire first half, all first half wagers will be refunded. Once the first half has been completed, all wagers on the first half will stand regardless of the length of the remainder of the game.
 - G. **Second Half:** Wagers on the second half will be decided on the basis of points scored in the second half. If the entire second half is not played to its completion, all Second Half wagers will be refunded. Overtime periods are counted in the Second Half score and considered official regardless of the length or suspension of the overtime period.
 - H. **Quarters:** Wagers on any specified quarter will be decided based on points scored in that specified quarter only. Specified quarter must be played to their completion or the wager will be refunded. Once a specified quarter is completed, that specified quarter wager will stand regardless of the length of the remainder of the game. Fourth quarter wagers do not include overtime periods unless otherwise stated.
 - I. **Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.
 - J. **Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.

- K. Highest Scoring Quarter:** Bet on which quarter will produce the most points. Dead heat rules apply. Game must be completed for bets to stand.
- L. Race to x points:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.
- M. Basketball Props.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.
- N. Basketball Player Props.** Players do not have to start for action but must play for action. If a player does not take any part in a game, then wagers on that player proposition will be refunded.
- O. Basketball Futures.** Basketball season long futures are unique wagers which will be offered from time to time. For all season long match wagers and division betting, all wagers stand regardless of team relocation, or a change to team name, season length or playoff format. Unless stated otherwise in the market, team(s) must play in all their scheduled regular season games as determined by the league's governing body at the start of the season for wagers to have action. If team(s) do not compete in all scheduled games then wagers will be refunded, except for those wagers which have been unconditionally determined. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.
- P. Basketball Division and Conference Futures.** Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same Regular Season win record then ties will be broken using the governing body's official rules to determine an outright winner. If no tie option was made available for any match bet wager, wagers will be a push should the teams tie and stakes refunded. Conference Winner markets will be settled on team's performance in the playoffs. Regular season records do not count. If there is any change to the post season structure whereby a Conference Finals Series is not possible, or called early, Conference Winner will be settled on the team that advances to the NBA Finals from that Conference. College Basketball Conference Tournament Winner will be determined by the team winning the Championship game regardless of any post-season suspension. For Playoff Series Winner, the team that advances to the next round is deemed the winner. Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.
- Q. NBA Division Finishing Position.** Wager on the exact position a named team will finish within their division.
- R. Basketball Grand Salami Prop.** The Basketball Grand Salami will be decided by adding up all the scores for the games scheduled for that particular day. All games must be completed for action. Points scored in overtime are included.
- S. NBA Draft.**
- 1.** All markets will be settled in accordance with official information available on NBA.com.

2. Wagers on Over/Under draft position are settled based on when a team selects that player. Should a player go undrafted, Over/Under markets will be settled by assigning the next number after the last player drafted.
3. Round in which player is drafted wagers will be void should a player go undrafted, unless 'undrafted' is an option offered in the betting market.
4. Wagers on any players who subsequently withdraw their eligibility for that year's draft will stand. Should a player who is not listed in any market be the winning selection, all bets on that market stand. All markets involving listed players are offered with others available on request.
5. Wagers on which team will draft a player are settled on the team who officially draft that player as listed on NBA.com. Any previous or subsequent trades will not be taken into consideration for settlement.
6. International players are defined as any player who played for a non-US team in the previous season, and not by their country of birth. Eg. A US-national who played for Real Madrid in Spain will be deemed an International player.

T. NBA Draft Lottery

1. All markets will be settled in accordance with official information available on NBA.com.
2. Markets are settled on which team is assigned the relevant pick on the day of the Draft Lottery. Any subsequent trades or forfeiture of draft picks after the Lottery will not be taken into consideration for settlement.

U. Basketball Futures List

1. **NBA Championship Odds.** Wager on which team will win the Championship.
2. **Division of Winning Team.** Wager on which division the winner originates from.
3. **Conference of Winning Team.** Wager on which conference the winner originates from.
4. **State of Winning Team.** Wager on which state the winner originates from.
5. **Name the Finalists.** Wager on which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.
6. **Exact Outcome.** Wager on which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
7. **#1 Seed.** Wager on team to be the #1 seed at the end of the regular season.
8. **Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market
9. **NBA Regular Season Award Winners (MVP, Rookie of the Year, Most Improved).** Wager on which player will win the award including MVP, Rookies of the Year, and Most Improved titles.
10. **Regular Season Team Total Wins O/U.** Wager on the total regular season wins made by a team.
11. **Regular Season Team Win Percentage.** Wager on the percentage of wins by a team during the regular season.

12. **Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team.
 13. **Regular Season Player Totals O/U.** Wager on the number of regular season Points, Rebounds, Assists, Steals, Blocks by a named player.
 14. **Regular Season Player Averages.** Wager on the average number of regular season Points, Rebounds, Assists, Steals, Blocks by a named player. To qualify a player must have played in 70% of their team's games.
 15. **College Basketball Tournament Winner.** Wager on which team wins the College Basketball Tournament.
 16. **College Basketball Tournament Regional Winner.** Wager on which team wins the College Basketball Tournament Region.
 17. **College Basketball Conference Tournament Winner.** Wager on which teams win the College Basketball Conference.
 18. **College Basketball Tournament Wins.** Wager on how many wins a team will have in the College Basketball Tournament.
 19. **Head to Head Tournament Wins.** Wager on which team will have more wins in the College Basketball Tournament.
 20. **College Basketball Conference Wins.** Wager on how many wins a team will have in their College Basketball Conference Tournament.
- V. In the event of a wagering tie, the straight wager is considered "no actions" and the wager is refunded. Parlays reduce to the next lowest amount of selections.
- W. **Special Events/Matchups.** For any special event held that is not resulted using the traditional Basketball scoring system (e.g. NBA Skills Competition), the following rules will apply:
1. **Head to Head/Round Winner:** All listed competitors must take place for bets to stand. Should a competitor advance due to a walkover, then all bets will be refunded. Should the matchup begin, with a winner declared, then all bets will stand.
 2. **Event Winner:** The official decision made by the governing body on the day of the event will be final. Any subsequent changes at a later date will not count for betting purposes. Should a competitor not take part at all in a competition then bets on that selection will be refunded. Should a competitor withdraw after taking some part of the competition, then bets will stand.
- X. **Live Basketball Rules**
1. Markets do not consider overtime unless otherwise stated.
 2. If a match is interrupted or postponed and is not continued within 48 hours after initial start date, betting will be cancelled.
 3. **Point Spread – Winner with Handicap in .5 increments (Home, Away)**
 - a) Game – Includes overtime
 - b) Reg – Only points during regular time are considered
 - c) H1 – Only points scored during first quarter and second quarter are considered
 - d) Q1-Q4 – Only points scored in the specific quarter are considered
 4. **Total – game total (over, under)**
 - a) Game – Total points scored by both teams, includes overtime
 - b) Reg – Only points during regular time are considered

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- c) H1 – Only points scored during first quarter and second quarter are considered
 - d) Q1-Q4 – Only points scored in the specific quarter are considered
- 5. **Money Line – Winner (away, home)**
 - a) Game – Includes overtime
 - b) H1 – Only points scored in the first half will be considered
 - c) Q1-Q4 – Only points scored in the specific quarter are considered
- 6. **Will be OT – Will there be Overtime (yes, no).** Will there be overtime in this game.
- 7. **Point Race- First team to score x pts in game (Home, away)**
 - a) Including Overtime
 - b) Which team will score X points in the game first (for example: Current score is 20-19, then the home team reached 20 points first).
 - c) If a game ends before any team reaches X points, this market is considered cancelled.
 - d) Q1-Q4 – Only points scored in the specific quarter are considered
- 8. **Nth Point – Which team score the Nth PT in game (Away, Home)**
 - a) Including Overtime, which team will score the Nth point in the game (for example: Current score is 40-28, away team scores 3 points, meaning away team scored the 70th point.)
 - b) If a game ends before the Nth point is reached, this market is considered cancelled.
- 9. **Odd Even – Final combined score will be (odd, even)**
 - a) Game – Including Overtime
 - b) H1 – Only points scored during first half are considered
 - c) Q1-Q4 – Only points scored during specific quarter are considered

VII. **Boxing/MMA**

- A. **Date/Site Changes.** For confirmed fights if a contest is postponed and rescheduled to take place within 48 hours of the original start time, all bets on that contest will stand. If the contest does not take place within 48 hours, all bets will be void. If a rescheduled fight takes place in a country different from the original country, all bets will be void. If a fight is rescheduled and takes place in a different venue but in the same country, all bets stand.
- B. **Minimum Length of Play.** The bell (buzzer, etc.) sounding signifies the start of the opening round and the bout is considered official for betting purposes, regardless of the scheduled length, weight, classification, and/or championship sanction. For an individual round to be considered complete, the fighters must answer the bell beginning the next round, except for the final scheduled round in which case the final bell signifies the completion of the round and fight. If a fight has a change to the scheduled number of rounds all outright bets on the match will be action, however round by round bets will be refunded.
- C. **Boxing and Mixed Martial Arts Rules.**
 - 1. Results will be graded on the official result at ringside as communicated by the official announcer. Any subsequent change to the official outcome of the fight for any reason will not be recognized for wagering purposes. If the official

announcer does not declare a result at the end of the fight, the market will be settled on the result displayed on the applicable organization official site.

2. If a fight is stopped due to an injury, disqualification, or any other stoppage either by the referee or doctor, then this will be considered a Technical Knock Out (TKO).

3. Any fight that is deemed 'No Contest' will have all wagers refunded.

- D. Fight Winner:** Betting on which fighter will win the match. If the wagering offer on a match includes the draw as a third option and the match ends in a draw, wagers on the draw will be paid, while wagers on both fighters will be lost. If the wagering offer includes only the two fighters, with the draw either not offered or offered as a separate proposition, and the match ends in a draw, wagers on either fighter will be refunded.
- E. Will Go/Won't Go Round X:** Wagering on whether or not the match reaches this distance.
- F. Total Rounds O/U:** The halfway point of a round is at exactly one minute and thirty seconds into a three-minute round, and exactly two minutes and thirty seconds into a five-minute round. For example, 9½ rounds would be one minute and thirty seconds of the 10th round. In case of a two-and-a-half-minute round, the halfway point is one minute and 15 seconds.
- G. Round Betting:** Wager on when the exact round will end. For total wagers that list a full number of rounds, the fighter must answer the bell for the following round for the round to be deemed complete. For example, on 8 full rounds the fighter must answer the bell for the 9th round for the over to be paid. If the fighter completes the 8th round but fails to answer the bell for the 9th round the under will be the winner. This applies to all rounds except the final scheduled round for which the final bell will signify the completion of the round. If a fight is stopped before the full number of rounds have been completed, or if a fighter is disqualified and a points decision awarded, bets will be settled in the round the fight was stopped.
- H. Method of Victory:** Wager on the exact outcome of the fight. KO includes a referee intervention during strikes, doctor stoppage, or stoppage from a fighter's corner. A submission includes a tap-out or verbal submission from one of the fighters, or referee stoppage due to technical submission. If either fighter is disqualified, then a no contest is declared and all bets are refunded.
- I. Scheduled Number of Rounds:** In fights where the scheduled number of rounds changes, all bets will stand unless the result would be automatically determined by the change in the number of rounds (in which case, such bets will be voided). For example, if a fight gets changed from a 12 to a 10 round fight, only bets on rounds 11 and 12 will be void.
- J. Knockdown/Referee's counts:** For settlement purposes, a knockdown is defined as a fighter being KO'd or receiving a mandatory eight count (anything deemed a slip by the referee will not count). For individual round knockdowns, all bets will be void should the fight end before the round starts.
- K. Gone In 60 Seconds:** The fight must be officially won by the boxer in question inside the first 60 seconds of Round 1.

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- L. **Down But Not Out:** A boxer must be knocked down and given a mandatory eight count and subsequently win the fight.
 - M. **Fight Outcomes:** No Contest - In the event of a 'no contest' being declared, all bets will be made void, with the exception of selections where the outcome has already been determined.
 - N. **PFL Season Championship Winner:** Winning markets will be settled depending on which fighter wins the PFL Championship for the specified division after the conclusion of that season's playoffs. No refunds will be given to any wagers placed on fighters that withdraw from the season due to injuries, suspensions, or for any other reason. Results will be graded on the official result at ringside as communicated by the official announcer in each respective championship fight. Any subsequent change to the official outcome of the fight for any reason will not be recognized for wagering purposes. If the official announcer does not declare a result at the end of the fight, the market will be settled on the result displayed on the applicable organization official site.
 - O. **Boxing and Mixed Martial Arts Card Props.** Boxing and Mixed Martial Arts Card Props only include the main card and undercard fights, early preliminaries will not be included. Wagers will stand on the number of bouts scheduled to be on the full card, which includes all main card and undercard fights. Wagers will stand so long as the exact number of bouts quoted in the market heading take place. If there are any withdrawals and subsequent replacements, wagers will stand. If a bout is cancelled without a replacement, changing the number of bouts taking place, then all wagers will be refunded.
 - 1. **“K.O.” proposition wagers:** “K.O.” includes knockout, technical knockout, disqualification, or any other stoppage unless otherwise posted or noted on printed media. For wagering purposes, a wager on a fighter to win by "KO" wins if the selected fighter wins by Knock Out (KO), Technical Knock Out (TKO), or Disqualification (DQ).
 - 2. **“Decision” proposition wagers:** “Decision” means fight must go to the judge’s scorecard(s) to determine a winner; including technical decision.
 - 3. **“Draw” proposition wagers:** “Draw” means fight must go to the judge’s scorecard(s) and be declared a draw; including technical draw.
 - 4. **Boxing and Mixed Martial Arts Pick the Bout Props:** For all “Pick the Round” propositions, if the length of the bout is changed from that posted all wagers are deemed “no action” and refunded.
 - 5. **Boxing and Mixed Martial Futures Props.** Wagering on which fighter will be a weight classes champion on a specific date will be determined using the governing body’s official source. Interim champions do not count for settlement purposes. If the title is vacated on the designated date then all wagers will be refunded. All fighters will be deemed as action regardless if they competed in that weight division or not.
- VIII. Football** – The Oneida Casino Sportsbook will not offer any wagers on NFL games that fall within the following categories: (a) based on officiating or officials (e.g., penalties, replay results, officiating assignments; (b) pre-determined outcomes directly related to on-field competition (e.g. whether the first play of the game will be a run or a pass, roster/personnel decisions, but not, for clarity, prop bets unrelated to on-field competition (e.g., Gatorade color));

and (c) based on outcomes inherently 100% determinable by one person in one play (e.g. play to miss a field goal attempt (but not, for clarity, markets such as “Will Player X lose a fumble?”; “Will Quarterback throw an interception?”; “Will both kickers miss a field goal attempt?” (which are not 100% determinable by one person) or “Will Player X have more or less than Y passing/rushing/receiving yards”? (which is not inherently determinable on one play), unless such markets under category (c) are intermittently offered solely in-play on a “next play” basis.

- A. Date/Site Changes.** Football games and any games/events not specifically listed must be held within one week of the originally scheduled date and location to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
- B. Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Football sports wager rules, Pro and College Football results are official after 55 minutes of play. Oneida Sportsbook does not recognize suspended games (after they have met the minimum time or length requirement specified in the specific sports rules), protests, or overturned decisions for wagering purposes.
- C. Pre-Game Football Wager Rules.** Football wagers are accepted in the following manner:

 - 1. Point Spread:** A wager in which a bettor “takes” or “lays” a specified number of points. The team wagered must “cover” the point line for the wager to be deemed a winner. Overtime periods are counted in the final score.
 - 2. Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must win the game for the wager to be deemed a winner. Overtime periods are counted in the final score.
 - 3. Total Points:** A wager on whether the total number of points scored in a game is over or under a specified number. Overtime periods are counted in the final score.
 - 4. First Half:** Wagers on the first half will be decided by the score at the end of the first half. If a game does not go the entire first half, all first half wagers will be refunded. Once the first half has been completed, all wagers on the first half will stand regardless of the length of the remainder of the game.
 - 5. Second Half:** Wagers on the second half will be decided based on points scored in the second half. If the entire second half is not played to its completion; all Second Half wagers will be refunded. Overtime periods are counted in the Second Half score and considered official regardless of the length or suspension of the overtime period.
 - 6. Quarters:** Wagers on any specified quarter will be decided based on points scored in that specified quarter only. Specified quarters must be played to their completion or the wager will be refunded. Once a specified quarter is completed, that specified quarter wager will stand regardless of the length of the remainder of the game. Fourth quarter wagers do not include overtime periods unless otherwise stated.
 - 7. Team to score first:** Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.
 - 8. Team to score last:** Settled on the last team to score. Game must be completed. Overtime counts.

9. **Highest Scoring Quarter:** Bet on which quarter will produce the most points. Dead heat rules apply. Game must be completed for bets to stand.

10. **Race to x points:** Winner being the team who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

11. **Touchdown Scorers:**

a) These rules apply for First/Last/Anytime/Next/First Team Touchdown Scorer markets. In the event of an abandoned game, bets stand on scores that have taken place already, overtime counts for these markets. The touchdown scorer is the player who scores a touchdown by advancing the ball into the opponent's end zone (i.e. not the passing player). Bets are void on players that are not listed as active by the relevant American Football governing body.

b) In the event of a wagering tie, the straight wager is considered "no action" and wager is refunded if no tie option was offered. Parlays reduce to the next lowest number of teams.

D. **Football Prop Rules.** Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.

1. **Football Game Props**

a) All time-based props will be settled as per the official scoring time listed on the official league source box scores. Scores exactly on the quoted time count as 'Yes' for settlement. For example, a score with exactly 02:00 on the clock will be settled as 'Yes' on the 'Will there be a score in the final 2 minutes?' prop bet.

b) Any turnover proposition does not include a 'Turnover on Downs' and only includes Fumbles and Interceptions.

c) All penalty props are based upon accepted penalties only. Declined or off-setting penalties are not included for settlement purposes.

d) Coach challenge props only include a challenge initiated by the coach throwing a red flag. Prop does not include booth reviews.

e) 4th Down Conversion props do not include 1st downs awarded by penalty.

f) Sacks props are settled as per the official league source. Includes 0.5 sacks awarded, however for props such as 'Player to record a sack in the game', the player must record at least one total sack (1.0) for 'Yes' to be settled the winner.

2. **Football Player Props.** For all player props the players must be listed as active by the official league source for bets to have action. Bets will be refunded on wagers where one or both players are listed as inactive. An exception to this rule is for Quarterback prop markets as these require that the players in question must be starters for bets to have action. Passing yardage props are settled as per gross passing yards.

E. **NFL Draft.**

1. All markets will be settled in accordance with official information available on nfl.com.

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2. Markets relating to a player's position will be settled in accordance with official information available on nfl.com. In instances where nfl.com uses different terminology for a position then in the positional markets offered (i.e. nfl.com refers to a player as an EDGE instead of a Linebacker), Oneida Sportsbook will use reasonable discretion to settle the market based upon information gathered from other reliable sources. Oneida Sportsbook will not take into consideration post-draft positional changes.

3. Wagers on Over/Under draft position are settled based on when a team selects that player. Should a player go undrafted, Over/Under markets will be settled by assigning the next number after the last player drafted.

4. Round in which player is drafted wagers will be void should a player go undrafted, unless 'undrafted' is an option offered in the betting market.

5. Wagers on any players who subsequently withdraw their eligibility for that year's draft will stand. Should a player who is not listed in any market be the winning selection, all bets on that market stand. All markets involving listed players are offered with others available on request.

6. Wagers on which team will draft a player are settled on the team who officially draft that player as listed on nfl.com. Any previous or subsequent trades will not be taken into consideration for settlement.

7. Mr. Irrelevant is the term associated with the last player drafted in the final round.

F. Football Futures. Football season long futures are unique wagers which will be offered from time-to-time. For all season-long match bets and division betting, all bets stand regardless of team re-location, or a change to a team name, season length or playoff format. Unless stated otherwise, team(s) must play in all of their scheduled regular season games for bets to have action. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.

G. Football Futures List

1. **Pro Football Championship Odds.** Wager on which team will win the season-long championship.

2. **Division of Winning Team.** Wager on which division the winner originates from.

3. **Conference of Winning Team.** Wager on which conference the winner originates from.

4. **State of Winning Team.** Wager on which state the winner originates from.

5. **Name the Finalists.** Which two teams will meet in the Championship Game. Should no game take place, all bets are refunded.

6. **Exact Outcome.** Which team will win, and who will they beat in the championship game. Should no game take place, all bets are refunded.

7. **#1 Seed.** Team to be the #1 seed at the end of the regular season. Team must play all regular season games for the wager to have action.

8. Football Division and Conference Futures.

a) Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same regular season win record then ties will be broken using the governing organization's official rules to determine outright winner. Conference Winner will be settled on team's performance in the playoffs.

b) Regular season records do not count. If there is a change to the post season structure whereby a Conference Championship is not possible, or called early, Conference Winner will be settled on the team that advances to the Pro Football Championship from that Conference.

9. Pro Football Conference Odds. Wager on which team will win the conference.**10. Pro Football Divisional Odds.** Wager on which team will win the division.**11. Pro Football Division Finishing Position.** Wager on the exact position a named team will finish within their division. Team must play all regular season games for the wager to have action.**12. Football Player Futures.** For all player vs. player match bets, both players must be active in Week 1 for bets to have action.**13. Player Season Specials.** Bet on season performances for named individual players – Total Passing Yards, Rushing Yards, Receiving Yards, Tackles, Sacks, Interceptions, Catches, Passer Rating etc. Player must be active Week 1 of the regular season for bets on their individual performances to stand, else bets are refunded. Wagers are available on who will achieve the most for each stat listed above. Players are not required to be active Week 1 for these.**14. Pro Football Awards.** Wager on which player will win the named Award – AP MVP, Offensive Rookie of the Year, Defensive Rookie of the Year, Offensive Player of the Year, Defensive Player of the Year, Comeback Player of the Year, Coach of the Year.**15. Pro Football Regular Season Wins.** Wager on the number of regular season wins made by a team. Team must play all regular season games for the wager to have action.**16. Head to Head Regular Season Team Wins.** Wager on the number of regular seasons wins made by one team vs. another team. Team must play all regular season games for the wager to have action.**17. Team Season Specials.** Wager on team specific specials – total yards gained, total TDs scored, exact total wins, record after x games etc. Team must play all regular season games for the wager to have action.**18. College Football Championship.** Wager on which team will win the championship.**19. College Football Conference.** Wager on which team will win the Conference.**20. College Football Division.** Wager on which team will win the Division.**21. College Football Heisman Winner.** Wager on which team will win the Heisman Trophy.

22. College Football Regular Season Wins. Wager on the number of regular season wins made by a team. Team must play all regular season games for the wager to have action.

H. Live Football Rules.

1. In case of any delay (rain, darkness...), all markets remain unsettled and the trading will be continued as soon as the match continues.
2. Markets do not consider overtime unless otherwise stated.
3. In case of abandoned or postponed matches, all markets are considered cancelled unless the match continues in the same NFL weekly schedule (Thursday-Wednesday local stadium time).
4. **Points Spread- Winner with Handicap in .5 increments (Away, Home)**
 - a) Game – Includes overtime
 - b) Reg – Only points during regular time are considered
 - c) 1st Half – Only points scored during first quarter and second quarter are considered
 - d) Q1-Q4 – Only points scored in the specific quarter are considered
5. **Total – Game Total (Over, Under)**
 - a) Game – Total points scored by both teams, includes overtime
 - b) Reg – Only points during regular time are considered
 - c) 1st Half – Only points scored during first quarter and second quarter are considered
 - d) Q1-Q4 – Only points scored in the specific quarter are considered
6. **Money Line- Winner (Away, Home)**
 - a) Game – Includes overtime
 - b) Reg – Only points during regular time are considered
 - c) 1st Half – Only points scored in the first half will be considered
 - d) Q1-Q4 – Only points scored in the specific quarter are considered
7. **Three Way- Outcome (Away, Home, Draw)**
 - a) Reg – Which team will win the game, no overtime
 - b) 1st Half – Which team wins the first half
8. **Will be OT – Will there be overtime (Yes, No).** Will there be overtime in this game
9. **Win Margin- Predefined Range of Points team wins by (XXXXXX).**
Game – Includes overtime
10. **Point Rave- First Team to Score X PTS in Game (Away, Home)**
 - a) Including Overtime
 - b) Which team will score X points in the game first (for example: Current score is 20-19, then the home team reached 20 points first).
 - c) If a game ends before any team reaches X points, this market is considered cancelled
11. **Next to Score – Which Team will Score Next? (Home, Away, Neither)**
 - a) Game – Including overtime
 - b) 1st Half – Only points scored in first half will be considered
12. **Next Score Kind– How will next point be scored (TD, FG, Safety, None).** Game – includes overtime
13. **Odd Even- Final Combined Score will be (Odd, Even)**

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- a) Game – Including Overtime
- b) 1st Half – Only points scored during first half are considered

IX. Golf

- A. **Date/Site Changes.** In the event of a tournament being postponed, rearranged or moved to a different course, all bets will stand.
- B. **Minimum Length of Play.** In the event of a tournament being shortened or otherwise affected due to weather conditions, all bets other than those placed after the last completed round will stand provided at least 36 holes or all originally scheduled holes have been played and a trophy has been awarded. Those placed after the last completed round will be refunded. This does not apply when a tournament is played over more than one course and in this instance all players must have played the same rotation, otherwise all bets will be refunded.
- C. **Golf Wagers.** All winning bets will be settled at the prices shown at the time the bet was accepted. Bets will be settled at the place terms on offer when the bet was placed.
- D. **Hole Winner Markets:** Winning bets must predict which of the quoted players will win the hole. In 3-way player markets, dead heat rules apply. In 2-way player markets, the tie will also be offered, and this will win if they both score the same score on the hole. If a player withdraws on a hole, the other player(s) will be deemed the winner regardless of their score on the hole but provided they complete the hole.
- E. **Make/Miss the cut:** Bets will be refunded for any player who does not start the tournament. If a player withdraws at any stage after starting the tournament, bets will be settled as losers.
- F. **Match play:** Winning bets must predict the winner of a match play match. In team events, final day singles will be settled on the official result. In a match play tournament, the winner will be the player progressing to the next round or becoming the tournament winner.
- G. **Match play Winning Margin:** Winning bets must predict the winning margin in the relevant match play event. The official result counts for settlement purposes.
- H. **Mythical 2/3 Balls:** The winner will be the player who shoots the lowest score in the specified round. If all players do not start the round, bets will be refunded. If a player withdraws or is disqualified during the specified round, the other player will be deemed the winner. If all players withdraw or are disqualified during the specified round then bets will be refunded.
- I. **Player Hole Scores:** Winning bets must predict the number of shots it takes for a player to complete a specified hole. Prices are for a player to achieve a certain score such as Birdie, Bogey, Albatross, Eagle etc. on a particular hole, e.g. First Hole bets will be settled on the score of the first hole of the course (flag number 1). For example, if Tiger Woods teed off on Hole 10 to start his round the bet would not be settled on Tiger Woods first hole played it would be when Tiger Woods finishes playing the first hole on the course (flag number 1). If a player fails to complete a hole for whatever reason, bets will stand provided that the hole is completed on a subsequent day. If there is no opportunity to complete the hole, all bets will be refunded. If a player withdraws whilst playing the specified hole, all bets will be refunded.

- J. Round Leader Markets:** Bets will be settled after the specific round has been completed. Dead heat rules apply.
- K. Tournament Prices:** Winning bets must predict the winner of the tournament. If a playoff is required to determine the tournament winner, the winner of the playoff will be deemed the tournament winner. In the event of a shared win, the operator reserves the right to settle as they see fit based on all available evidence. Dead heat rules apply for all placings in a tournament.
- L. Tournament Group Betting:** Winning bets must select the player who achieves the highest tournament placing from a selected group. In the event of any player in the group not teeing off, bets will be refunded. Players missing the cut will be eliminated unless all of the players in the group miss the cut. If this occurs the lowest score at that stage will determine the winner. Dead heat rules apply if two or more players are tied at the end of the tournament, unless the result is determined by a playoff in which case the playoff winner is considered the group winner.
- M. Tournament Match Bets:** Winning bets must select the player with the lowest score at the end of the tournament, provided that 36 holes have been played in a 72-hole tournament. If both players finish on the same score, 'Tie' is the winner, regardless of whether the two players involved subsequently contest a playoff. Both players in a match bet must tee off for bets to stand. In a tournament played on a combination of courses, all bets will be refunded if the players do not complete the same itinerary of courses. If one player misses the cut, the other player will be deemed to be the winner. Where both miss the cut, the player with the lowest score after the cut has been made is deemed the winner. If one player is disqualified or withdraws before the cut is made or after both players have made the cut, the other player will be deemed the winner (even if the other player does not make the cut). If a player is disqualified or withdraws in the rounds after the cut, when his/her opponent has already missed the cut, the disqualified player will be deemed the winner. If both players withdraw or are disqualified before the cut, all bets are refunded. The same applies if this happens to them both after they have made the cut.
- N. To hit the fairway:** This market is settled on the finishing position of the golf ball after the tee shot. Official sources will be used for settlement. If no official result can be determined via these sources or TV pictures, bets will be refunded.
- O. To Finish Last:** Winning bets will predict who will finish last in the tournament. Any bets placed on players who withdraw before all scheduled holes are completed will be settled as losing bets. If there is a tie for last place, dead heat rules will apply.
- P. Top 5/10/20:** Bets will be refunded on any player that does not start a tournament. If a player starts and then withdraws for any reason, bets will be losers.
- Q. Top Nationality Markets:** Only the players listed within these markets count. Bets on non-runners will be refunded.
- R. Yearly Order of Merit/Official Money List Winner:** Winning bets must predict the winner of the Order of Merit/Official Money List at the end of the season. Settlement is determined following the last counting tournament and will not be affected by any subsequent enquiries or alterations.

- S. **18-Hole/36-Hole Match Bets:** Winning bets must predict the player with the lowest score over 18/36 holes. If both players finish on the same score, 'Tie' will be the winner, regardless of whether the two players involved subsequently contest a playoff. Both players in a match bet must tee-off for bets to stand.
- T. **2-Ball/3-Ball Betting:** Winning bets must select the player with the lowest score over the specified number of holes. In the event of any player not teeing off, all bets will be refunded. Once a player has teed off, all bets will stand regardless of whether they subsequently withdraw or are disqualified from the tournament. If a price is offered for the 'Tie' in 2-ball betting, a tied score will result in 'Tie' being declared the winner. If a price is not offered for the 'Tie', all bets will be refunded. Bets will normally be offered based on player pairings or groups in the tournament. In the event of a 2 or 3 ball being rearranged, bets will be settled on the original pairings. Dead Heat rules apply to all 3-ball betting.
- U. **Bogey Free Round.** Bets will be losers if the player scores a bogey or worse on any hole.
- V. **Golf Futures.** Oneida Sportsbook will void and refund any future wager on a specific player if that player withdraws before the start of the event. Once a player tees off on the first hole all future wagers on that specific player will stand.
- X. **Hockey**
 - A. **Date/Site Changes.** Regular season Hockey games must be played on the scheduled date/location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application.
 - B. **Minimum Length of Play.** For wagering purposes, unless otherwise stipulated in individual Hockey sports wager rules, results are official after 55 minutes of play for US Pro Hockey and 60 minutes of play for non-US Hockey.
 - C. **Pre-Game Hockey Wager Rules.** Hockey wagers are accepted in the following manner:
 - 1. **Puck Line:** A wager in which a bettor “takes” or “lays” a specified number of goals. The team wagered must “cover” the goal line for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored.
 - 2. **Money Line:** A wager in which the bettor “takes” or “lays” a specified price. The team wagered must only win the game for the wager to be deemed a winner. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added to its score and one goal will be added to the game total, regardless of the number of shootout goals scored.
 - 3. **Total Goals:** A wager on whether the total number of goals scored in a game is over or under a specified number. Unless otherwise specified as “Regular Time” on the individual market, overtime periods are counted in the final score. In the event of a shootout, the winner of the shootout will have one (1) goal added

to its score and one goal will be added to the game total, regardless of the number of shootout goals scored.

4. Periods: Wagers on any specified period will be decided on goals scored during the specified period only. This wager may be a point spread and/or a money line. All specified periods must be played to their completion or the wager will be refunded. Once a specified period is completed, that specified period wager will stand regardless of the length of the remainder of the game. Third Period wagers do not include overtime periods.

5. Team to score first: Settled on the first score of the game. Bets stand even if game is not completed. Overtime counts.

6. Team to score last: Settled on the last team to score. Game must be completed. Overtime counts.

7. Highest Scoring Period: Bet on which period will produce the most goals. Dead heat rules apply. Game must be completed for bets to stand.

8. Race to x goals: Winner being the team who reaches the specified goals tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

9. Hockey Props. Various unique wagers may be offered from time to time, called proposition bets. When wagering proposition bets, unless stated otherwise, overtime does count for settlement of wagers.

10. Hockey Player Props. Players do not have to start for action but must play for action. If a player does not take any part in a game, then wagers on that player proposition will be refunded. Player prop wagers do include overtime, but not shootouts unless otherwise specified.

11. Hockey Futures. Hockey season long futures are unique wagers which will be offered from time-to-time. For all season long match wagers and division betting, all wagers stand regardless of team relocation, or a change to team name, season length or playoff format. Unless stated otherwise in the market, team(s) must play in all of their scheduled regular season games as determined by the league's governing body at the start of the season for wagers to have action. If team(s) do not compete in all scheduled games then wagers will be refunded, except for those wagers which have been unconditionally determined. For awards, the official decision made by the governing body on the day the award winner is announced will be final. Any subsequent changes at a later date will not count for betting purposes.

a) Division of Winning Team. Wager on which division the winner originates from.

b) Conference of Winning Team. Wager on which conference the winner originates from.

c) State of Winning Team. Wager on which state the winner originates from.

d) Country of Winning Team. Wager on which country the winner originates from.

e) Name the Finalists. Which two teams will meet in the Championship Series. Should no series take place, all bets are refunded.

- f) **Exact Outcome.** Which team will win, and who will they beat in the named series. Should no series take place, all bets are refunded.
- g) **#1 Seed.** Team to be the #1 seed at the end of the regular season.
- h) **Double Chance.** Wager on whether either of the two named teams will be declared the winner for the named market.
- i) **Hockey Division and Conference Futures.** Division Winner markets will be settled on who finishes top of the relevant division after the conclusion of the Regular Season. If two or more teams have the same Regular Season win record, then ties will be broken using the governing body's official rules to determine an outright winner.
- j) **NHL Division Finishing Position.**
 - (1) Wager on the exact position a named team will finish within their division.
 - (2) Conference Winner markets will be settled on team's performance in the playoffs. Regular season records do not count. If there is any change to the post season structure whereby a Conference Finals Series is not possible, or called early, Conference Winner will be settled on the team that advances to the NHL Finals from that Conference.
 - (3) For Playoff Series Winner, the team that advances to the next round is deemed the winner.
 - (4) Wagers for all other markets are refunded if the required minimum number of games (according to the respective governing organizations) are not completed, or the number of games changes.

12. Hockey Grand Salami Prop. The Ice Hockey Grand Salami will be decided by adding up all the scores for the games scheduled for that particular day using official league sources. All games must be completed for action. Goals scored in overtime are included.

D. Live Hockey Rules,

- 1. All markets (except period, overtime and penalty shootout markets) are considered for regular time only, unless it is mentioned in the market.
- 2. If a match is interrupted and continued within 48 hours after initial start, all open bets will be settled with the final result. Otherwise all undecided bets are considered cancelled.
- 3. If a match is interrupted or postponed and is not continued within 48 hours after initial start date, betting will be cancelled.

E. Money Line- Winner (Away, Home)

- 1. Game – Includes overtime
- 2. Reg – Regulation only; If match ends in a draw after regulation, all bets are considered cancelled
- 3. P1-P3 – Only Goals scored in the specific period are considered
- 4. Pen – Which team will win penalty shootout; Only goals during penalty shootout are considered

F. Total- Total Goals scored by Both Teams (Under, Over)

- 1. Game – Includes overtime
- 2. Reg – Only goals scored in regulation are considered

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RULES OF PLAY

- 3. P1-P3 – Only goals scored in the specific period are considered
- G. Points Spread- Winner with Handicap in .5 Increments (Away, Home)**
 - 1. Game – Includes overtime
 - 2. Reg – Only goals during regular time are considered
 - 3. P1-P3 – Only goals scored in the specific period are considered
- H. Three Way – Outcome (Away, Home, Draw)**
 - 1. Reg – Which team will win the game, no overtime
 - 2. P1-P3 – Which team wins the specific period
- I. Win Rest – New Game (Away, Home, Tied)**
 - 1. Reg – Which team will score more goals in the remaining time; Not including overtime
 - 2. P1 – Which team will score more goals in the remaining time of the first period
 - 3. P2 – Which team will score more goals in the remaining time of the second period
 - 4. OT – Which team will score more goals in the remaining overtime
- J. Match and Total- Match and Total (Team and Total Parlay)**
Reg – No overtime
- K. Next Goal- Next Goal Scored (Away, Home, No Goal Scored)**
 - 1. Game – Which team scores next goal in entire game
 - 2. Reg – Which team scores next goal; Regulation Only
 - 3. P1-P3 – Only goals scored in specific period are considered
 - 4. OT – Only goals scored in overtime are considered
 - 5. Pen – Only goals scored in the penalty shootout are considered
- L. Away Total- Total Goals Scored by Away Team (Over, Under)**
 - 1. Game – Includes overtime
 - 2. Reg – Only goals scored in regulation are considered
 - 3. P1-P3 – Only goals scored in the specific period are considered
- M. Home Total- Total Goals Scored by Home Team (Over, Under)**
 - 1. Game – Includes overtime
 - 2. Reg – Only goals scored in regulation are considered
 - 3. P1-P3 – Only goals scored in the specific period are considered
- N. Away Goals- Exact Number of Goals Scored by Away Team (0,1,2,3+)**
 - 1. Game – Includes overtime
 - 2. Reg – Only goals scored in regulation are considered
 - 3. P1-P3 – Only goals scored in the specific period are considered
- O. Home Goals- Exact number of Goals Scored by Home Team (0, 1, 2, 3+)**
 - 1. Game – Includes overtime
 - 2. Reg – Only goals scored in regulation are considered
 - 3. P1-P3 – Only goals scored in the specific period are considered
- P. Exact Goals- Exact Number of Goals Scored by Both Teams (0-1, 2, 3... 9+)**
 - 1. Game – Includes overtime
 - 2. Reg – Only goals scored in regulation are considered
 - 3. P1-P3 – Only goals scored in the specific period are considered
- XI. Soccer**
 - A. Date/Site Changes.**

1. Soccer games must be played on the scheduled date and location (location is a geographical area or city, but not restricted to a specific arena or venue) to be considered action unless otherwise noted in the specific sports rules section or the inventory game page within the mobile application or web browser application. A club team playing a European competition is classed as playing at Home if the event is moved from the club's usual ground to a ground within their national boundaries, e.g. when Tottenham Hotspur played their Champions League home games at Wembley Stadium.
2. Oneida Sportsbook will always try to identify matches played at a neutral venue. For matches played at a neutral venue (whether indicated or not), bets will stand regardless of which team is listed as the home team. If an official fixture lists different team details to our scheduled match, then bets will be void, e.g. Reserves/U21s/Development team. This does not apply to instances where Oneida Sportsbook lists a scheduled match without the term 'XI' in the team name or Club Friendlies where all bets stand regardless of the players used to complete regular play, whereby prices are subject to fluctuation. If there is a change of venue, all bets will be deemed void.
3. Specific extra time bets will stand regardless. This is defined as any scheduled period of play, normally two halves of 15 minutes, between the end of regular play and the end of the game. Hence, if any other time period is played these bets will be settled accordingly regardless of the periods played (e.g. 2 halves of 10 minutes).

B. Minimum Length of Play

1. For wagering purposes, unless otherwise stipulated in individual Soccer sports wager rules, results are official after 90 minutes of play plus injury time.
2. Abandoned matches: Any scheduled match abandoned before the completion of regular play will be refunded, except for all bets where the outcome has already been determined at the time of abandonment. If a match commences but for whatever reason, including any suspension of play, does not conclude on the same day (local time), all bets on that match will be deemed void except where settlement has already been determined. For example, where the first goal has been scored by a named player, the First Goalscorer and Time of First Goal markets, amongst others, will stand. Where the match is concluded on the same day that it commenced (local time), all bets will stand, regardless of any suspension of play.
3. Suspended matches: Bets on any scheduled match suspended before the completion of regular play will be refunded if the match is not restarted on the same day (local time) and played to completion, even if the governing body declares the result of the shortened match to stand for competition purposes. Bets on which the outcome has already been determined at the time of suspension will stand. For example, where the first goal has been scored by a named player, the First Goalscorer and Time of First Goal markets, amongst others, will stand. Where the match is concluded on the same day that it commenced (local time), all bets will stand, regardless of any suspension of play.

Example:

Real Madrid v Barcelona is 1-0 and is suspended due to a crowd disturbance after 47 minutes. Match does not continue on same day but is played to a conclusion (48-90) a week later. Any bets already determined are settled eg First Goalscorer, Half-Time, First Goal etc. All other bets are refunded.

Real Madrid v Barcelona is 1-0 and is suspended due to a crowd disturbance after 47 minutes. Match continues 2 hours later on same day and is played to a conclusion (48-90). All bets are settled as normal.

4. Postponed matches: For any cancelled or postponed match, any bets struck prior to the scheduled kick-off will be refunded. All bets stand on any match that is delayed prior to the scheduled kick-off time and takes place on the same day. Matches played in a tournament finals, e.g. World Cup Finals, European Championship Finals, or Copa America Finals (but not qualifiers for these finals) will not be void if postponed and will stand for the new date they are played.

C. **Pre-Game Soccer Wager Rules**

1. **90-Minute:** Wager is on the outcome of a soccer match, determined on the score at the end of 90 minutes of play PLUS any time the referee adds to compensate for injuries and other stoppages. 90-Minute wagers do not include periods of extra time or penalty shootouts. If a match takes place but is not completed as advertised (e.g. it is not a 90-minute match or is split into three periods, rather than two), all bets in the match will be refunded. If any team starts a match with less than 11 players, all bets on that match will be refunded. If a match is postponed or cancelled, any bets placed prior to the scheduled start of the match will be refunded.
2. **To Advance/To Lift the Trophy:** Wager on a team in a soccer match to advance to the next level or round of competition. Wagers will be decided on the score at the referee's final whistle at the match's natural conclusion, whether the match is decided in regular time, extra time or in a penalty shootout.
3. **Three Way:** A wager in which there are three (3) possible outcomes in a soccer match. If the wagering offer on a match includes the draw as a third option and the match ends in a draw, wagers on the draw will be paid, while wagers on both teams will lose. Three Way wagers will be decided on the score after 90 minutes of play and any time the referee adds to compensate for injuries and other stoppages.
4. **First/Last Goalscorer:** A wager on which player will score first/last in a soccer match. Wagers are refunded on player who does not take part in the match or who comes on as a substitute after the first goal has been scored. Own goals do not count for first goalscorer bets and are ignored for settlement purposes. For Last Goalscorer wagers and wagers for a player to score 2 and 3 or more goals, all players taking part at any point of the match are deemed to have played for the purposes of Last Goalscorer bets, irrespective of whether they were on the field at the time the last goal was scored.
5. **Double Result:** A wager on the result at half-time and full-time (i.e. at the end of 45 minutes plus injury time and 90 minutes plus injury time). Wagers will

be refunded if the match is abandoned prior to the completion of 90 minutes play plus injury time.

6. Spread and Total: Bets settled on outcome of the period the markets relate to. If the outcome is exactly equal to the betting line, then bets will be refunded.

7. Total Goals Odd/Even: Resulted on the score at the end of regulation. No goals counts as even in this market.

8. Penalty Shootout Winner: Wager on the outcome of the Penalty Shootout. Should a shootout not take place, then bets will be refunded.

9. Correct Score: Wager on the final score. The match must be completed or else bets will be refunded.

10. Double Chance: Wager on whether either of the two named teams will be declared the winner for the named market.

11. Team to score first: Settled on the first score of the game. Bets stand even if game is not completed. Any periods of extra time do not count.

12. Team to score last: Settled on the last team to score. Game must be completed.

13. Highest Scoring Half: Bet on which half will produce the most goals. Dead heat rules apply if tie is not an option. Game must be completed for bets to stand.

14. Race to x goals: Winner being the team who reaches the specified goals tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

15. Top Goalscorer/Top Team Goalscorer: A wager on the player to be the top goalscorer in a tournament, league or cup. All wagers are action in a tournament provided the player is named in the playing squad and has the opportunity to play in the named tournament. If more than one player finishes on the same number of goals, then dead heat rules will apply. Goals scored in penalty shoot-outs do not count. Wagers placed on a player to be top Goalscorer in a given league are based on regular season games only and do not include play-offs.

16. Time of First Goal: Wagers on the time of the first goal in a match. The 1st minute of the game is considered to be from the 1st second to the 59th second. The 2nd minute is from 1 minute to 1 minute 59 seconds. If a goal is scored in injury time of first half, the winning selection will be the 41-50 min bracket. If the goal is scored in injury time of the second half, the winning selection will be the 81-90 minute bracket.

17. Team to Qualify for Next Round: If a game offered within a specific round of a competition is postponed, 'Team To Qualify' bets still stand, irrespective of the length of the delay. If a team qualifies for the next round but no match is played (opposition withdraws/is disqualified), all bets on the To Qualify market will be void. When a price is quoted for a team to qualify for the next round of a given tournament over two legs, bets placed on that market will be settled immediately on completion of the second match based upon the events that occur during both matches. This will include normal time, injury/stoppage time added on by the match official at the end of normal time, extra time, away goals if applicable, and penalty shoot-outs; should the tie progress as such. Matches where

one leg of the tie is no longer played at the venue advertised, bets will stand as long as the venue remains in the same country and is not switched to the opponent's ground/another country. Should this occur, all bets will be void. Matches originally set to be played in a Neutral country will stand if moved to another country. If a tie is reduced from 2 legs to 1 leg, then all Team to Qualify bets will be deemed void.

18. Bookings and Cards:

a) All Cards/Bookings wagers are based on cards shown during regular play only. The following cards will not apply for betting purposes: cards that take place in extra time; cards cancelled by the referee during the match; cards shown to non-active players; cards shown before the kick-off or after the final whistle; and cards shown between the final whistle of regular time and the start of extra time. Cards shown during the half-time interval count towards second-half and full-time markets. For all markets relating to booking points, the following rules apply: a yellow card is 10 points; a red card is 25 points; however, a second yellow card is ignored such that a maximum of 35 points can be awarded per player. For all markets relating to cards, the following rules apply: a yellow card counts as 1; a red card counts as 2; however, a second yellow card is ignored such that a maximum of 3 cards can be awarded per player for betting purposes.

b) Tournament Cards/Bookings bets are settled on total number of bookings that occur within a specified tournament. The result from the official tournament website will be used for settlement.

- D. Soccer Futures.** Soccer season long futures are unique wagers that will be offered from time-to-time.
- E. Soccer Division Winner Futures.** For Divisional/League winner markets, wagers are settled on the final League positions at the end of the scheduled season, irrespective of what happens in any Divisional play-offs, with wagers on "Who Will Win a League" being settled on the team who lifts the trophy. Wagers will stand on any team that does not complete all its games. Season match wagers are settled on which of two teams will place highest in the league at the end of the season. If teams finish level on points, then the tie breaker used by the league (e.g. goal difference or head-to-head records) will decide the winner.
- F. Soccer Top Goalscorer Futures.** Wagers placed on a player to be the Top Goalscorer in a given league are based on regular season games only. Any goals scored in subsequent play-off games do not count for betting purposes. Once a player is named in the squad and has the opportunity to play in the league that season, wagers will stand. Wagers placed on a player to be the top scorer in a given Tournament, or to be Top Team Goalscorer in a given tournament, will stand as long as the player is named in the squad and has the opportunity to play in the named tournament. If more than one player finishes on the same number of goals, then dead-heat rules apply (any tournament top scorer award, for example "Golden Boot" is ignored for settlement purposes). Goals scored in Extra-Time will count, but goals scored within Penalty Shootouts will not count.

G. Live Soccer Rules.

1. All markets (except halftime, first half markets, overtime and penalty shootout) are considered for regular time only.
2. If a match is interrupted and continued within 48 hours after initial kick-off, all open bets will be settled with the final result. Otherwise, all undecided bets are considered cancelled.
3. Regular 90 minutes: markets are based on the result at the end of a scheduled 90 minutes play unless otherwise stated. This includes any added injury or stoppage time but does not include extra-time, time allocated for a penalty shootout or golden goal.
4. Corner kicks awarded but not taken are not considered.
5. **Three Way- Outcome (Away, Home, Draw)**
 - a) Reg – Which team will win the match; Regulation only
 - b) H1 – Which team will win the first half
 - c) H2 – Which team will win the second half; Regulation only
 - d) OT – Which team will win the overtime; Does not include penalty shootout
6. **Money Line-Winner (Away, Home)**
 - a) Reg – Regulation only; If match ends in a draw after regulation, all bets are considered cancelled
 - b) Pen – Which team will win penalty shootout; Only goals during penalty shootout are considered
7. **Advance Next Round – Which Team Advances to Next Round (Away, Home).** Game – Includes overtime and penalty shootout if applicable.
8. **Win Rest- New Game (Away, Home, Draw)**
 - a) Reg – Which team will score more goals in the remaining time; Not including overtime
 - b) H1 – Which team will score more goals in the remaining time of the first half
 - c) OT – Which team will score more goals in the remaining overtime period.
9. **Next Goal- Which Team Scores Next Goal (Away, Home, No Goal Scored)**
 - a) Reg – Regulation Only
 - b) H1 – Only goals scored in first half are considered
 - c) OT – Only goals scored in overtime are considered
 - d) Pen – Only goals scored in the penalty shootout are considered
10. **Next Goal When- When will Next Goal be Scored (Time Intervals).**
Reg – Settled on the time when the goal is scored; 15:01 counts as 16-30; 31-45 and 76-90 include any injury time; The time which is displayed on TV is considered, if not available the time when the ball crosses the goal line is considered and will be settled based on the time clock shown on TV.
11. **Asian Handicap- Winner with Handicap in .25 Increments (Away, Home)**
 - a) Quarter handicaps split the bet between the two closest half intervals. For example, a \$1000 bet on a handicap of +.75 is the same as

\$500 on +.5 and \$500 on +1. The bet is automatically split between the two. The player can win, tie, or lose, each half.

b) Reg – Only goals during regulation time are considered

c) H1 - Only goals during the first half are considered

12. Total- Total Goals Scored by both Teams in .5 Increments (Over, Under)

a) Reg – Only goals during regulation time are considered

b) H1 – Only goals during the first half are considered

c) H2 – Only goals during the second half are considered

d) OT – Only goals during overtime are considered

13. Asian Total- Total Goals by both Teams in .25 Increments

a) Quarter handicaps split the bet between the two closest half intervals. For example, a \$1000 bet on a handicap of +1.75 is the same as \$500 on +1.5 and \$500 on +2. The bet is automatically split between the two. The player can win, tie, or lose, each half.

b) Reg – Only goals during regulation time are considered

c) H1 – Only goals during the first half are considered

14. Away Total- Total Goals Scored by Away Team (Over, Under). Reg – Total goals scored by away team in the game

15. Home Total- Total Goals Scored by Home Team (Over, Under). Reg – Total goals scored by home team in the game

16. Match and Total- Match and Total (Team and Total Parlay). Reg – No overtime

17. Correct Score- Exact Final Score (Away Team Winning Score, Home Team Winning Score). Reg – No Overtime

18. Exact Goals- Exact Number of Goals Scored by Both Teams (0-1, 2, 3, 4, 5, 6+)

a) Reg – Only goals scored in regulation are considered

b) H1 – Only goals scored in the first half are considered

19. Away Goals- Exact Number of Goals Scored by Away Team (0, 1, 2, 3+)

a) Reg – Only goals scored in regulation are considered

b) H1 – Only goals scored in the first half are considered

20. Home Goals- Exact Number of Goals Scored by Home Team (0, 1, 2, 3+)

a) Reg – Only goals scored in regulation are considered

b) H1 – Only goals scored in the first half are considered

21. How Decided- How Will the Game be Decided (Away, Home in Reg/OT/PKS). Game – Either team can win in regulation, in overtime, or in a penalty shootout

22. Both Score- Will both Teams Score (Yes, No). Reg – Regulation only

23. Odd Even- Final Combine Score will be (Odd, Even). Reg – Regulation only

24. Corner Bet- Most Corners (Away, Home)

a) Reg – Regulation only

b) H1 – Only corner kicks in first half will be considered

25. Corner Handicap- Head to Head Handicap in .5 Increments (Away, Home)

- a) Reg – Regulation only
- b) H1 – Only corner kicks in first half will be considered

26. Total Corners- Combined Corner Kicks in .5 Increments (Away, Home)

- a) Reg – Regulation only
- b) H1 – Only corner kicks in first half will be considered

27. Corners Away- Total Corner Kicks by Away Team in Fixed Intervals (0-2, 3-4, 5-6, 7+). Reg – Regulation only

28. Corner Home- Total Corner Kicks by Home Team in Fixed Intervals (0-2, 3-4, 5-6, 7+). Reg – Regulation only

XII. Table Tennis

A. Date/Site Changes. All events must take place on the scheduled calendar day (local time) otherwise, all bets on the game will be void. However, if a match in the Olympics or World Championships is postponed bets will stand providing the match is rescheduled to take place before the closing ceremony. Event(s) must take place in the same city, but not restricted to a specific venue or arena.

B. Minimum Length of Play

- 1. In the event of a match not taking place or if a player/team is given a walkover, bets on that match are refunded.
- 2. In the event of a match starting but not being completed for any reason, all bets on the outcome of the match will be refunded, except for those markets that have been unconditionally determined.

C. Table Tennis Wagers

- 1. **Match Winner:** Wager on who will win the match.
- 2. **Set Betting (Correct Score):** The bet refers to the correct final score in sets.
- 3. **Set Winner:** This bet refers to winner of a specific set. The respective set must be completed for bets to stand.
- 4. **Lead after x points:** Who will have most points after the listed number of points have been played. Draw will be an option and will be the winner if tied at that stage. Should Draw not be offered, and the score is tied, then bets will be refunded.
- 5. **Race to x points:** Winner being the team/player who reaches the specified points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.
- 6. **Who will win Nth point:** Betting on who will win the named point. Should the point not take place, bets will be refunded.
- 7. **Tournament Winner:** Team/Player to win the named tournament. Should a participant take no part in the competition then bets on them will be refunded. Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

XIII. Tennis

A. Date/Site Changes. If a match is postponed your bet will stand providing the match is rescheduled to take place before the end of the tournament. For any

match played outside of a tournament format, all bets are void if the match is not played on the scheduled date.

- B. Minimum Length of Play** At least one set of the match must be completed. In the event of a tennis match not taking place or if a player is given a walkover, bets on this match are refunded.

C. Pre-Game Tennis Wager Rules

1. Match betting: A wager on one or more specified players(s) versus one or more other specified players(s) in a designated match. If a player withdraws (retires) or is disqualified after the first set has been completed, the player progressing to the next round or who is awarded the match by the umpire will be considered the winner. If the first set has not been completed, all match bets will be refunded.

2. If a match does not reach a natural conclusion, any markets (besides match betting) that are not unconditionally determined will be refunded. In the event of a change to playing surface, venue or change from indoor court to outdoor and vice versa, all bets stand.

3. Set Betting: The full number of sets required to win the match must be completed. If a player is awarded the match prior to the full number of sets being completed, all set betting on that match will be refunded. If a match is decided by a Champions tie-break, then this will be considered the third set.

4. Bet In-Play, Game by Game betting

a) A game is defined as an ordinary game (not a tie break) which is completed on the same day that it commenced.

b) If a game is completed after an interruption for any reason that game shall be deemed to be complete for betting purposes.

c) If a game is completed by the awarding of a penalty point by the umpire, the game shall be deemed to be complete. However, if a game is completed by the awarding of a penalty game by the umpire, the game shall be refunded, and all stakes shall be returned.

d) If a player retires from a match while a game is in progress, but before that game has been completed, that game shall be deemed to be incomplete and all stakes shall be returned. Bets on a game which subsequently becomes a tie break will be settled as refunded.

5. Current Set Betting: If a player retires from a match while a set is in progress, but before that set has been completed, that set shall be deemed to be incomplete and all stakes shall be returned.

6. Handicap betting: This bet is based on the number of games each player wins in a given match. E.g. a player given a 3.5 game start on the handicap who loses 7-6, 7-6, 7-6, would be the winner for handicap betting purposes. If a player is awarded the match due to a withdrawal prior to the full number of sets being completed, all handicap bets on that match will be refunded unless, at the time of the withdrawal, the result of the handicap betting is already determined.

7. Total games: Bets on the total number of games in a match will be over/under a particular number, e.g. 21.5 games. In the event of a retirement, bets will be refunded unless at the time of the withdrawal the result of the total games is already determined e.g. If a match is abandoned at 6-4 4- 4, bets on Over/Under

19.5 games or fewer in the match are settled as winners/losers respectively, since any conclusion to the match would have to have had at least 20 games.

8. To Win / Lose First Set and Win the Match: If either player withdraws from the match before the first set finishes, then bets will be refunded. If the first set has been completed, then the match part of the bet will be determined by the player awarded the match.

9. Match Tiebreaks:

a) In some competitions, an extended tie-break (Match Tiebreak – sometimes referred to as a “Super Tiebreak”) is played in place of a final deciding set. For settlement purposes, this Match Tiebreak will be considered as one set (for set-related markets) and one game (for game-related markets). For example, in a ‘Best of three sets’ match, if Team A won the first set 6-0, Team B won the second set 6-0 and then Team B went on to win the Match Tiebreak, then the market Set Betting would be settled as 2-1 in Team B’s favor. The market Total Games would be settled against a total of 13 games.

b) For tennis matches that use the Match Tiebreak (in place of a final set), in the event that the next game turns out to be a Match Tiebreak, bets on the following markets will all be settled as refunded.

10. Game/Point Related Markets: If the wrong player has been set as the server for any individual game (Current or Next Game) then all markets relating to the outcome of that specific game will be refunded, regardless of the result. In the event of a game not being completed, all bets on the game will be refunded with the exception of Game to Deuce if the result has already been determined.

11. Lead after x points: Who will have most points after the listed number of points have been played. Draw will be an option and will be the winner if tied at that stage. Should Draw not be offered, and the score is tied, then bets will be refunded.

12. Race to x points: Winner being the team/player who reaches the specified points tally first. Should neither team reach the total, and a ‘Neither’ option is not offered, then bets on that market will be refunded.

13. Who will win Nth point: Betting on who will win the named point. Should the point not take place, bets will be refunded.

14. Tournament Winner: Team/Player to win the named tournament. Should a participant take no part in the competition then bets on them will be refunded. Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

15. Quarter Winner: Team/Player to win the Quarter of the Draw they are in. Should a participant take no part in the competition then bets on them will be refunded. Should they withdraw or be disqualified after the tournament begins, then bets on them will stand.

16. IPTL (International Premier Tennis League) Substitute Players
If during a set a player is substituted, ALL bets including “bet in play” will stand. If a set doesn’t start with the players indicated, all bets on that set will be refunded.

D. Live Tennis Rules

1. In case of a retirement or walk over of any player, all undecided bets are considered cancelled.
2. In case of a delay (rain, darkness...) all markets remain unsettled and the trading will be continued as soon as the match continues.
3. If penalty point(s) are awarded by the umpire, all bets on that game will stand
4. In case of a match being finished before certain points/games were finished, all affected point/game related markets are considered cancelled.
5. If a match is decided by a match tie-break, then it will be considered to be the third set.
6. Every tie-break or match tie-break counts as 1 game

E. Money Line – Winner (Player1, Player2)

1. Game – Which player will win the match
2. TSet – Which player will win the specific set
3. TGame – Which player will win the next game

F. Total – Total games played (Over, Under)

1. Game – Entire match
2. TSet – Specific set

G. Which player will win games X and Y of set N (Player1, Player2, Split).

Game – Always for the next 2 games; offered only before the first of the 2 games is started

H. Number of Sets, Best of 3 – Exact number of sets played in match (2 Sets, 3 Sets).

Game – Best of 3 sets

I. Number of Sets, Best of 5 – Exact number of sets played in match (3 Sets, 4 Sets, 5 Sets).

Game – Best of 5 sets

J. Final results (Player1 Wins 2-0, 2-1; Player2 wins 2-0, 2-1).

Game – In sets, best of 3

K. Final results (Player1 Wins 3-0, 3-1, 3-2; Player2 wins 3-0, 3-1, 3-2).

Game – In sets, best of 5

L. Correct Score – Exact final score (Player1 Winning Score, Player2 Winning Score)

1. TSet – Specific score for the set
2. TGame – Specific score for a specific game by set

M. Odd Even – Total number of games played

1. Game – Games for the entire match are considered
2. TSet – Only games of specific set are considered

XIV. Esports

- A. If there is a change to the scheduled number of games or maps played in the match, bets placed on this market will stand.
- B. If there is a change in the venue for a match, bets placed on this market will stand.
- C. If there is a change in the team members in the match, bets placed on this market will stand
- D. If a player participates in an official match with a different/wrong nickname bets placed on this market will stand unless it is clear that it was not the player that was supposed to play the match.

- E. If the name of a player or team has been spelt incorrectly, bets placed on this market will stand.
- F. If a match is postponed or re-scheduled, bets placed on this market will stand, provided, the match is played before the end of the competition.
- G. If a match is postponed and not played the end of the competition, bets placed on this market will be void.
- H. If a player or team is given a walkover on at least one game or map before the match starts, bets placed on this market will be void.
- I. If a player or team is given a bye into the next round before the match starts, bets placed on this market will be void.
- J. If a player or team is disqualified or retires from the match, bets on this market will be settled on the player or team determined as the winner by the official rules of the respective governing body.

XV. Olympics

- A. **General Olympic Rules.** If an event is cancelled, all bets are void. If any event/match is postponed bets will stand providing the event is rescheduled to take place before the closing ceremony. This rule supersedes any of the individual sports' postponement rules. If a competitor or team does not start a race or tournament then bets placed on that competitor or team will be considered void and stakes will be refunded.
- B. **Final Medal Placings.** All bets on the number of medals will be settled on the official medal table at the end of the Olympic Games. Any changes made by any governing body at a later date do not count for betting purposes.
- C. **World Records and Olympic Records.**
 - 1. All bets are settled using unofficial results reported immediately after the conclusion of the event.
 - 2. All bets on the cumulative number of Olympic Records or World Records will be settled at the end of the Olympic Games.
- D. **Results**
 - 1. All bets are settled using unofficial results reported immediately after the conclusion of the event.
 - 2. In the event of more than one medal being awarded for the same position, for example there is potential for 2 bronze medals in boxing, Dead Heat Rules apply.
- E. **Olympic Wagers**
 - 1. **Team Medals:** Any medals won by a team/nation per competition count as one medal regardless of the number of team members.
 - 2. **Which country will win the most gold medals:** If two or more countries gain an equal number of gold medals, the number of silver medals will decide. If the number of medals is still equal, the number of bronze medals will decide.
 - 3. **Which country will win the most silver medals:** If two or more countries gain an equal number of silver medals, the number of gold medals will decide. If the number of medals is still equal, the number of bronze medals will decide.
 - 4. **Which country will win the most bronze medals:** If two or more countries gain an equal number of bronze medals, the number of gold medals will

decide. If the number of medals is still equal, the number of silver medals will decide.

5. Head to Head betting

a) For markets relating to a full event, wagers are settled based on the final ranking from the official results. If there is no official final ranking, then the last successfully completed match/stage will be considered the final position. If competitors finish the event in the same position or their last successfully completed stage was the same, dead heat rules apply.

b) For markets involving a particular stage of a competition, all wagers are settled based on the official results at the end of that stage. If the competitors finish the stage in the same position, dead heat rules apply.

c) If one or more competitors do not start, all bets are void. If a competitor starts the competition but is subsequently disqualified or does not complete the competition, all bets on that competitor are settled as losing wagers. If all listed competitors start the competition but are subsequently disqualified or do not complete the competition, then all bets are void.

XVI. In-Play Wagers

A. If games do not finish in their entirety, Handicap and Total “In-play” wagers will be refunded.

B. Once an in-play wager is submitted, it will be considered “action” and will not be voided.

C. For partial-game wagering, wagers are considered “action” upon the completion of the specified proposition.

D. Football

1. Overtime periods count towards the point line, total, and money line for full game wagers, unless otherwise specified.

2. Ties will be refunded.

E. Basketball

1. Overtime periods count towards the point line, total, and money line for full game and second half wagers, unless otherwise specified.

2. Ties will be refunded.

F. Baseball. The event needs to go at least 8 ½ innings for the spread and totals markets to be “action”. At least 6 ½ innings for a seven-inning game

G. Hockey. For In-play period wagers, the period must be played to its conclusion to have “action.”

H. Soccer. Wagers for all full-game propositions are valid providing at least 90 minutes of play plus added injury time by the officials has occurred, unless otherwise specified. Extra time or penalty kicks are not included.

I. Tennis. If a player retires or is disqualified from a match before its completion; all wagers placed will be refunded.

XVII. Voids/Cancellations.

A. Oneida Casino Sportsbook reserves the right, at its own discretion, to declare a bet void, totally or partially, if it is obvious that any of the following circumstances have occurred:

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1. Bets have been offered, placed and/or accepted due to an error, which may include, but is not limited to, incorrectly posting the events, odds, wagers, and/or results.
 2. Bets placed while the website was encountering technical problems, that would otherwise not have been accepted.
 3. Influence Betting.
 4. Syndicate Betting.
 5. A result has been affected by illegal activity, directly or indirectly.
 6. Wagers involved in Suspicious Transaction Reporting.
 7. Any erroneous pre-game wagers accepted after the scheduled start time.
 8. Any erroneous live-game wagers accepted at an incorrect price due to delayed or failing of the 'Live' coverage.
- B.** Tickets will not be cancelled or voided prior to the start of an event except as provided in this section.
- C.** Once both parties accept a wager, tickets will not be cancelled or voided after an event officially begins except as provided in this section.
- D.** Customer's may not cancel wagers at any time or for any reason without the approval of on Oneida Casino Sportsbook manager/supervisor.
- E.** Oneida Casino Sportsbook reserves the right to cancel or suspend wagering on events related to a Suspicious Transaction Report by posting notice of any such suspension/cancellation in the Oneida Casino Sportsbook.

XVIII. Pay Charts

Parlay Odds - Totals Included						
2	3	4	5	6	7	8
13.5/5	6.5/1	13/1	25/1	48/1	92/1	180/1
TIES REDUCE TO NEXT LEVEL						
6 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-125	+150	+250	+400	+600	+900	+1250
6.5 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-140	+140	+200	+350	+500	+800	+1100
TIES REDUCE TO NEXT LEVEL						
7 Point Football Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-150	+120	+180	+300	+425	+650	+900
TIES REDUCE TO NEXT LEVEL						
5 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-120	+140	+200	+350	+500	+700	+1000
TIES REDUCE TO NEXT LEVEL						
5.5 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-125	+135	+190	+300	+450	+650	+900
TIES REDUCE TO NEXT LEVEL						
6 Point Basketball Teaser Pay Table - Totals Included						
2	3	4	5	6	7	8
-140	+120	+180	+280	+400	+600	+800

- A. Odds are for Football and Basketball based on -110.
- B. Max “Off the Board” payout on any parlay or teaser is 299 to 1.

XIX. Parlays & Teasers

- A. **Parlays**
 - 1. Tickets consisting of all money line wagers, that are not -110, are determined using standard money line calculations.
 - 2. Combination parlays are figured by first referring to the pay table, then applying the result to the standard money line calculations when not the standard -110.
 - 3. All parlay bets placed are subject to the sportsbook house rules that apply to each individual sport that relates to any leg of any parlay bet.
 - 4. Off-the-board maximum off the board parlay payoff limit/Cap is 299/1
- B. **Teasers.** In the case of any of the selections resulting in a tie the selection will be treated as a Push and the teaser will reduce to the next leg.

XX. Mobile Wagering Accounts (When Applicable)

- A. Account holder must be at least 21 years of age.
- B. Oneida Casino Sportsbook posted House Rules and regulations are applicable to Mobile Wagering Accounts. House Rules are available to view in the Support area of Mobile Wagering App.

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- C. For an individual account, the patron must personally appear and provide Oneida Casino Sportsbook with valid proof of identification and social security number prior to activating an account.
- D. Mobile Wagering Account transactions through the Mobile Wagering App cannot be accepted from any individual who does not have a valid Mobile Wagering Account in good standing.
- E. Management reserves the right to refuse any application.
- F. Management reserves the right to suspend an account for reasons it deems sufficient.
- G. Management reserves the right to terminate and settle the account balance with the patron for reasons it deems sufficient.
- H. Management shall keep all wagering account information in accordance with its privacy policy.
- I. Only the person named and identified as the account holder for an individual account can conduct transactions on the account. No agents or representatives will be permitted to access the account. For a business entity account the designated individual(s) of the business entity may conduct transactions and be permitted access to the account.
- J. Mobile Wagering Account transactions are accepted through the Mobile Wagering App.
- K. Wagers placed through the Mobile Wagering App are binding when the patron verifies and confirms purchase of wager displayed on the screen.
- L. Wagers will not be accepted if they exceed the balance in the account.
- M. Mobile Wagering Account withdrawals and subsequent deposits made at any Casino authorized location during business hours must be signed and authorized by the account holder.
- N. Mobile Wagering Account winnings are subject to IRS reporting and/or withholdings.
- O. Wagers placed through the Mobile Wagering App are the sole responsibility of the account holder. Management is not responsible for unauthorized access to the account.
- P. History of transactions placed through the Mobile Wagering App will be available for a minimum of 60-days in the My Wagers and statement pages.
- Q. If you do not place any wagers for 18 months consecutively, your account may be suspended from play and classified as dormant. To reactivate the account, you must appear in person at any location which is available for account opening to re-validate your identity. We may close the dormant account at our own discretion at any time.
- R. Unless otherwise stated, all rules apply to both wagers made in person and to wagers made using the Casino Mobile Wagering App.
- S. For wagers made through the Mobile Wagering App, the terms of your wager are displayed before you tap "Place Bet," which action is deemed an acceptance of the wager terms by you. Our acceptance of the wager request is displayed in a confirmation message on your mobile device and can be reviewed in the My Wagers section of the Mobile Wagering App at any time.

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- T. Payment of winning wagers will be made when Casino confirms and posts results. Winning wagers will be applied directly to your Mobile Wagering Account.
- U. Wagers may only be accepted from within the approved permitted locations. Oneida Casino Sportsbook is prohibited by law from accepting wagers originating from outside the permitted locations.
- V. Changes will automatically be updated within the Mobile Wagering App. Any changes on bet-selections will require your acceptance of the revised change before your wager can be confirmed.
- W. Mobile Wagering Accounts are subject to an audit at the discretion of management at any time. If it is determined that account balances are inaccurate or in error as a result of posting errors, late decision adjustments, modifications mandated by notifications or decisions of Gaming Management or other system errors, the Mobile wagering Account will be adjusted to reflect the findings of the audit. An account may also be adjusted as a result of the resolution of a customer dispute. In the event an adjustment would result in a negative balance in the account, all activity in the account will be suspended until agreement on the adjustment is reached between the account holder and system operator. If the parties are unable to agree on the adjustment the matter will be submitted to the Oneida Gaming Commission for resolution as a customer dispute.
- X. Mobile Wagering Account rules and regulations are subject to change by management at any time.
- Y. Due to possible delays or inaccuracies, the LIVE scoreboard may not be reflective of actual LIVE scores and therefore should not be solely relied upon in determining whether to place a bet or not.

XXI. Prohibited Participants

- A. Persons under 21 years old.
- B. Persons placing a wager as an agent or proxy.
- C. Any person who is an athlete, coach, referee, player in or on any sports event overseen by that person's sport's governing body.
- D. Any person who holds a position of authority or influence to persuade the participants in a sporting contest, including, but not limited to coaches, managers, handlers, or athletic trainers.
- E. Persons who have nonpublic information about an event or a participant in an event, who are in a position to affect the outcome of an event, or whose participation in wagering on an event might cause the appearance of a conflict of interest, shall be prohibited from wagering on the event or a market in the event. This includes but is not limited to the following types of persons:
 - 1. athletes participating in the event; and
 - 2. employees or contractors of the governing body for the event, employees and contractors of the owner or management of a team participating in the event, and employees and contractors of athletes participating in the events, including but not limited to: referees, officials, coaches, managers, handlers, athletic trainers, team physicians, and other physicians providing medical consultation or treatment of an event participant.

XXII. Patron Questions and Complaints. In the event that a customer has a dispute involving a placed wager, or the way in which a bet or market type has been settled, Oneida Casino

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Sportsbook is responsible receiving and addressing any patron disputes. Patron questions or complaints can be submitted in person at the Sportsbook or mailed to Oneida Casino Sportsbook PO Box 365 Oneida WI, 54155. All requests will be responded to within ten (10) business days. Gaming Management will attempt to resolve any disputes with the patron, however if a resolution cannot be reached or the dispute involves at least \$1250, the Sportsbook will notify the Oneida Gaming Commission.

XXIII. Acceptance of Disclosed Terms and Liabilities

- A.** You hereby accept that by using the services, there is a risk that you may, as well as winning money, lose money. You agree that your use of the services is at your own risk and Oneida Casino Sportsbook and affiliated parties accept no responsibility and shall not be liable for any consequences that are alleged to have occurred through your use, or misuse, of the services.
- B.** Oneida Casino Sportsbook and affiliated parties are not liable for any failure of equipment/software and or loss by any act of God, power failure, disputes that may affect the placing of wagers/bets.
- C.** Oneida Casino Sportsbook reserves the right to cancel or suspend wagering on events related to a suspicious transaction report by posting notice of any such suspension/cancellation in the Oneida Casino Sportsbook.
- D.** Patrons agree that these house rules have been read and accepted prior to the submission of any wagers.

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