

# Oneida Business Committee

Executive Session 8:30 AM Tuesday, January 24, 2023 Virtual Meeting – Microsoft Teams

Regular Meeting 8:30 AM Wednesday, January 25, 2023 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 Government Administrative Office Front Office, 1st floor, Norbert Hill Center and present a valid Tribal I.D. or go to https://goo.gl/uLp2jE. Scheduled times are subject to change.

- I. CALL TO ORDER
- II. OPENING
- III. ADOPT THE AGENDA

#### IV. OATH OF OFFICE

A. Oneida Election Board Ad Hoc Committee - Candace House Sponsor: Lisa Liggins, Secretary

#### V. APPOINTMENTS

A. Determine next steps regarding one (1) vacancy - Oneida Airport Hotel Corporation Sponsor: Lisa Liggins, Secretary

#### VI. STANDING COMMITTEES

- A. FINANCE COMMITTEE
  - 1. Accept the January 3, 2023, regular Finance Committee meeting minutes Sponsor: Keith Doxtator, Chief Financial Officer
  - 2. Accept the January 16, 2023, regular Finance Committee meeting minutes Sponsor: Keith Doxtator, Chief Financial Officer

Oneida Business Committee

#### B. LEGISLATIVE OPERATING COMMITTEE

1. Accept the January 4, 2023, regular Legislative Operating Committee meeting minutes Sponsor: David P. Jordan, Councilman

#### VII. STANDING ITEMS

A. ARPA FRF and Tribal Contribution Savings Submissions (none)

#### VIII. TRAVEL REPORTS

A. Approve the travel report - Chairman Tehassi Hill and Councilman Daniel Guzman King - 2022 Midwest Alliance of Sovereign Tribes (MAST) winter meeting - Welch, MN – December 14-15, 2022 Sponsor: Daniel Guzman King, Councilman

#### IX. TRAVEL REQUESTS

- A. Approve the travel request Councilwoman Jennifer Webster National Tribal Health Conference - Anchorage, AK - April 30-May 6, 2023 Sponsor: Jennifer Webster, Councilwoman
- B. Approve the travel request in accordance with § 219.16-1 Family Services eight (8) employees - National Indian Child Welfare Conference - Reno, NV - April 2-6, 2023 Sponsor: Mark W. Powless, General Manager

#### X. NEW BUSINESS

- A. Approve one (1) requested action CDC # 20-101 Museum Relocation Sponsor: Mark W. Powless, General Manager
- **B. Review the Sportsbook Rules of Play and determine next steps** Sponsor: Mark A. Powless, Sr., Chair/Oneida Gaming Commission
- C. Accept the UW-Madison Stroke Prevention in the Wisconsin Native American Population update report Sponsor: Mark W. Powless, General Manager
- D. Post one (1) vacancy Oneida Land Claims Commission Sponsor: Lisa Liggins, Secretary

#### XI. REPORTS

#### A. OPERATIONAL (10:00 a.m.)

- 1. Accept the Big Bear Media FY-2023 1st quarter report Sponsor: Mark W. Powless, General Manager
- 2. Accept the Comprehensive Health Division FY-2023 1st quarter report Sponsor: Mark W. Powless, General Manager
- 3. Accept the Comprehensive Housing Division FY-2023 1st quarter report Sponsor: Mark W. Powless, General Manager
- 4. Accept the Digital Technology Services FY-2023 1st quarter report Sponsor: Mark W. Powless, General Manager
- 5. Accept the Education & Training FY-2023 1st quarter report Sponsor: Mark W. Powless, General Manager
- Accept the Environmental, Health, Safety, Land, & Agriculture Division FY-2023 1st quarter report Sponsor: Mark W. Powless, General Manager
- 7. Accept the Governmental Services Division FY-2023 1st quarter report Sponsor: Mark W. Powless, General Manager
- 8. Accept the Grants FY-2023 1st quarter report Sponsor: Mark W. Powless, General Manager
- 9. Accept the Public Works Division FY-2023 1st quarter report Sponsor: Mark W. Powless, General Manager
- **10.** Accept the Tribal Action Plan FY-2023 1st quarter report Sponsor: Mark W. Powless, General Manager

#### XII. GENERAL TRIBAL COUNCIL

#### A. PETITIONER NANCY BARTON

- 1. Accept the statement of effect Sponsor: David P. Jordan, Councilman
- 2. Accept the legal review (not submitted) Sponsor: Lisa Liggins, Secretary
- 3. Accept the fiscal impact statement (not submitted) Sponsor: Lisa Liggins, Secretary

#### XIII. EXECUTIVE SESSION

#### A. REPORTS

- 1. Accept the Chief Counsel report Sponsor: Jo Anne House, Chief Counsel
- 2. Accept the General Manager report (10:00 a.m.) Sponsor: Mark W. Powless, General Manager
- Accept the Intergovernmental Affairs, Communications, and Self-Governance January 2023 report (1:30 p.m.)
   Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs
- 4. Accept the Treasurer's December 2022 report (11:00 a.m.) Sponsor: Lisa Liggins, Secretary

#### B. NEW BUSINESS

- 1. Accept the update regarding the Government Operations Manager position and identify hiring team participants Sponsor: Lisa Liggins, Secretary
- 2. Review applications for one (1) vacancy Oneida Airport Hotel Corporation Sponsor: Lisa Liggins, Secretary

#### XIV. 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 Government Administrative Office at (920) 869-4364 or (800) 236-2214

Oneida Election Board Ad Hoc Committee - Candace House

# **Business Committee Agenda Request**

1.	Meeting Date Requested:	01/25/2023	
2.	<b>General Information:</b> Session: X Open	Executive – must qualify Justification: <i>Choose rea</i>	•
3.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
4.	Budget Information:	Budgeted – Grant Funded Other: Describe	Unbudgeted
5.	Submission:		
	Authorized Sponsor:	Lisa Liggins, Secretary	
	Primary Requestor:	Shannon Davis, Recording Cl	erk
	Additional Requestor:	(Name, Title/Entity)	
	Additional Requestor:	(Name, Title/Entity)	
	Submitted By:	SDAVIS	

Oneida Nation Government Administrative Office PO Box 365 • Oneida, WI 54155-0365 oneida-nsn.gov



# Memorandum

TO: Oneida Business Committee

FROM: Brooke Doxtator, BCC Supervisor

DATE: January 16, 2023

RE: Oath of Office – Oneida Election Board Ad Hoc

#### Background

On December 28, 2022, the Oneida Business Committee appointed Candace House to the Oneida Election Board Ad Hoc.

Her oath was originally scheduled for January 11, 2023, but she was unable to attend that meeting.

Determine next steps regarding one (1) vacancy - Oneida Airport Hotel Corporation

# **Business Committee Agenda Request**

1.	Meeting Date Requested:	01/25/23	
2.	<b>General Information:</b> Session: X Open	Executive – must qualify Justification: Choose rea	Ū
3.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
4.	Budget Information:	<ul> <li>Budgeted – Grant Funded</li> <li>Other: <i>Describe</i></li> </ul>	Unbudgeted
5.	Submission:		
	Authorized Sponsor:	Lisa Liggins, Secretary	
	Primary Requestor:	Shannon Davis, Recording Cl	erk
	Additional Requestor:	(Name, Title/Entity)	
	Additional Requestor:	(Name, Title/Entity)	
	Submitted By:	SDAVIS	

Oneida Nation Government Administrative Office PO Box 365 • Oneida, WI 54155-0365 oneida-nsn.gov



# Memorandum

FROM: Brooke Doxtator, BCC Supervisor **#** 

DATE: January 16, 2023

RE: Appointment(s) – Oneida Airport Hotel Corporation

# Background

One (1) vacancy was posted for the Oneida Airport Hotel Corporation. The vacancy is to complete the term ending January 31,2028.

The vacancy has been posted since December 2022. The latest application deadline was January 6, 2023, and two (2) application(s) were received for the following applicant(s):

- Vern Doxtator
- Fawn Cottrell

## Select action(s) provided below:

1) accept the selected the applicant(s) and appoint to a term ending January 31, 2028

- 2) reject the selected applicant(s) and oppose the vote\*\*, OR
- 3) request the Secretary to re-notice the vacancy(ies)

Accept the January 3, 2023, regular Finance Committee meeting minutes

# **Business Committee Agenda Request**

1.	Meeting Date Requested:	01/25/23
2.		st qualify under §107.4-1. boose or type justification.
3.	Requested Motion:	
Ac	cept the FC Minutes of 1/3/23 & E-Poll	
4.	Areas potentially impacted or affe	cted by this request:
	Law Office	
	Gaming/Retail	🔀 Boards, Committees, or Commissions
	Other: All areas trhat require FC approval	
_		· • · · · · · · · · · · · · · · · · · ·

#### 5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

6.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	Draft GTC Notice	X Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
7.	Budget Information:		
	Budgeted – Tribal Contrib	ution 🔄 Budgeted – Gran	t Funded
	Unbudgeted	🔀 Not Applicable	
	Other: Describe		
8.	Submission:		
	Authorized Sponsor:	Keith Doxtator, Chief Financial	Officer

Primary Requestor:	Melissa Alvarado, Office Manager



## INTERNAL MEMORANDUM

TO: FINANCE COMMITTEE
FROM: MELISSA ALVARADO, OFFICE MANAGER
SUBJECT: E-POLL RESULTS – FC MINUTES OF JANUARY 3, 2023
DATE: 1/3/23

An E-Poll vote of the Finance Committee was conducted to approve the Finance Committee meeting minutes of January 3, 2023. The E-Poll and minutes were sent out yesterday and concluded today. The results of the completed E-Poll are as follows:

#### E-POLL RESULTS:

There was a Majority of <u>5</u> FC members voting to approve the January 3, 2023 Finance Committee Meeting Minutes. FC Members voting included: *Keith Doxtator, Jennifer Webster, Kirby Metoxen, Chad Fuss, and Patrick Stensloff.* 

These Finance Committee Minutes of January 3, 2023 will be placed on the next Finance Committee agenda to acknowledge this E-Poll action. Per the FC By-Laws all Minutes of the FC will be submitted to the Secretary's Office once a month for BC acceptance.

> Finance Administration Office Phone: 920- 869-4325 FAO@oneidanation.org



Via Microsoft Teams

# **REGULAR MEETING MINUTES**

#### FC MEMBERS PRESENT:

Keith Doxtator, CFO/FC Vice-Chair Jennifer Webster, BC Council Member Chad Fuss, Asst. Gaming CFO Kirby Metoxen, BC Council Member Patrick Stensloff, Purchasing Director

FC MEMBERS EXCUSED: Cristina Danforth, Treasurer/FC Chair

**OTHERS PRESENT (Via Teams):** David Emerson and Melissa Alvarado taking notes

I. CALL TO ORDER: The FC Regular Meeting was called to order by the FC Vice-Chair at 9:02 A.M.

#### II. APPROVAL OF AGENDA: JANUARY 3, 2023

Motion by Chad Fuss to approve the January 3, 2023 Finance Committee Meeting Agenda. Seconded by Jennifer Webster. Motion carried unanimously.

#### **III. MINUTES**: DECEMBER 19, 2022 (Approved via E-Poll on 12/19/22):

Motion by Jennifer Webster to acknowledge the FC E-Poll action taken on December 19, 2022 approving the December 19, 2022 Finance Committee Meeting Minutes. Seconded by Kirby Metoxen. Motion carried unanimously.

- IV. TABLED BUSINESS: None
- V. CAPITAL EXPENDITURES: None
- VI. NEW BUSINESS: None

#### VII. ONEIDA FINANCE FUND:

**Report:** 

 Oneida Finance Fund Report – January 2023 Melissa Alvarado, Office Manager

Motion by Jennifer Webster to accept the Oneida Finance Fund Report for January 2023. Seconded by Kirby Metoxen. Motion carried unanimously.

#### **Requests:**

1. Boy Scout & Summer Camp for 2023 feesAmount: \$500.00Requester: Jason Widi for Ronald

Motion by Jennifer Webster to approve from the Oneida Finance Fund the request for Boy Scout & Summer Camp for 2023 fees for the son of the requester in the attentive amount of \$500 pending with the updated expenses. Seconded by Kirby Metoxen. Motion carried unanimously.

2. Educational fees Amount: \$296.25 Requester: Jason Widi for Dylan

Motion by Patrick Stensloff to deny from the Oneida Finance Fund the request for Educational fees for the son of the requester in the amount of \$296.25 due to the request does not meet the requirement of the SOP. Seconded by Chad Fuss. Motion carried unanimously.

Comment: Chad Fuss stated that these are mandatory school fees. This request does not fall in the parameter of the SOP.

Motion by Jennifer Webster to assign Kirby Metoxen to follow-up with the General Manager with a universal application. Seconded by Patrick Stensloff. Kirby Metoxen abstained. Motion carried.

#### VIII. EXECUTIVE SESSION: None

#### IX. ADMINISTRATIVE /INTERNAL: None

X. FOLLOW UP: None

## XI. FOR INFORMATION ONLY:

1. Zitro USA Inc. – 90 Day Free Trial (6) Slot Machines David Emerson, Gaming-Slots

David relayed that Zitro USA Inc. is a new vendor. Gaming is doing a 90-day free trial with them to see how they are. If Gaming likes what Zitro USA Inc. has to offer, then they will purchase them.

Motion by Jennifer Webster to accept items #1 & #2 as FYI. Seconded by Kirby Metoxen. Motion carried unanimously.

 IGT – (4) Lease Games Price Change \$65/Day/Game David Emerson, Gaming-Slots
 David relayed that this is an FYI for the price change on 4 lease games.

- See Action in For Information Only #1.

XII. ADJOURN: Motion by Patrick Stensloff to adjourn. Seconded by Jennifer Webster.

Motion carried unanimously. Time: 9:31 A.M.

Minutes submitted by: Melissa Alvarado, Office Manager & Finance Committee Contact/Recording Secretary

Finance Committee Approval Date of Minutes via E-Poll: January 3, 2023

Accept the January 16, 2023, regular Finance Committee meeting minutes

# **Business Committee Agenda Request**

1.	Meeting Date Requested:	01/25/23
2.		et qualify under §107.4-1.
3.	Requested Motion:	
Ac	cept the FC Minutes of 1/16/23 & E-Poll	
4.	Areas potentially impacted or affect	· ·
	∑ Finance	Programs/Services
	Law Office	
	Gaming/Retail	Boards, Committees, or Commissions
	🔀 Other: All areas trhat require FC	
	approval	
5.	Additional attendees needed for th	is request:

Name, Title/Entity OR Choose from List

6.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	Draft GTC Notice	X Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
7.	Budget Information:		
	Budgeted – Tribal Contrib	ution 🔄 Budgeted – Gran	t Funded
	Unbudgeted	X Not Applicable	
	Other: Describe		
8.	Submission:		
	Authorized Sponsor:	Keith Doxtator, Chief Financial	Officer

Primary Requestor:	Melissa Alvarado, Office Manager
r minary requestor.	Meneed / Warade, Onice Manager



## INTERNAL MEMORANDUM

TO: FINANCE COMMITTEE
FROM: MELISSA ALVARADO, OFFICE MANAGER
SUBJECT: E-POLL RESULTS – FC MINUTES OF JANUARY 16, 2023
DATE: 1/16/23

An E-Poll vote of the Finance Committee was conducted to approve the Finance Committee meeting minutes of January 16, 2023. The E-Poll and minutes were sent out yesterday and concluded today. The results of the completed E-Poll are as follows:

#### E-POLL RESULTS:

There was a Majority of <u>4</u> FC members voting to approve the January 16, 2023 Finance Committee Meeting Minutes. FC Members voting included: *Keith Doxtator, Jennifer Webster, Chad Fuss, and Patrick Stensloff.* 

These Finance Committee Minutes of January 16, 2023 will be placed on the next Finance Committee agenda to acknowledge this E-Poll action. Per the FC By-Laws all Minutes of the FC will be submitted to the Secretary's Office once a month for BC acceptance.

> Finance Administration Office Phone: 920- 869-4325 FAO@oneidanation.org



#### REGULAR MEETING

## JANUARY 16, 2023 - Time: 9:00 A.M Business Committee Conference Room/ Microsoft Teams

# **REGULAR MEETING MINUTES**

#### FC MEMBERS PRESENT:

Keith Doxtator, CFO/FC Vice-Chair Patrick Stensloff, Purchasing Director Jennifer Webster, BC Council Member Chad Fuss, Asst. Gaming CFO

**FC MEMBERS EXCUSED:** Cristina Danforth, Treasurer/FC Chair and Kirby Metoxen, BC Council Member

OTHERS PRESENT: Bridget John and Melissa Alvarado taking notes

- I. CALL TO ORDER: The FC Regular Meeting was called to order by the FC Vice-Chair at 9:01 A.M.
- II. APPROVAL OF AGENDA: JANUARY 16, 2023

Motion by Jennifer Webster to approve the January 16, 2023 Finance Committee Meeting Agenda. Seconded by Chad Fuss. Motion carried unanimously.

**III. MINUTES**: JANUARY 3, 2023 (Approved via E-Poll on 1/3/23):

Motion by Jennifer Webster to acknowledge the FC E-Poll action taken on January 3, 2023 approving the January 3, 2023 Finance Committee Meeting Minutes. Seconded by Patrick Stensloff. Motion carried unanimously.

- IV. TABLED BUSINESS: None
- V. CAPITAL EXPENDITURES: None

#### VI. NEW BUSINESS:

1. Harters – Solid Waste and Recycling ServicesAmount: \$360,569 est per yrBridget John, DPW-Utilities

Bridget John was present and explained the service contract. They received three bids and are going with the lowest bidder. This is a new vendor and the services will start in April. The current contract is with GFL.

2. Vertiv – Annual UPS Maintenance AgreementAmount: \$71,128.00Tony Doxtator, DTS

Patrick Stensloff explained this agreement. UPS: Uninterrupted Power Supply is used throughout the whole tribe along with Gaming. It is a sole source due to typically the same vendor that provides the equipment, maintains it. Patrick would like to see all the agreements with Vertiv for UPS consolidated to one agreement for the whole tribe.

Motion by Patrick Stensloff to approve the Vertiv – Annual UPS Maintenance Agreement in the amount of \$71,128.00. Seconded by Jennifer Webster. Motion carried unanimously.

Comment: Jennifer Webster supports Patrick Stensloff's idea to consolidate all the agreements for Vertiv throughout the tribe.

## VII. DONATIONS:

#### Report:

1. FC Donation Report – January 2023 Melissa Alvarado, Office Manager

Motion by Jennifer Webster to accept the Finance Committee Donation Report for January 2023. Seconded by Patrick Stensloff. Motion carried unanimously.

Requests: None

## VIII. EXECUTIVE SESSION: None

- IX. ADMINISTRATIVE /INTERNAL: None
- X. FOLLOW UP:
  - 1. 8<sup>th</sup> Generation Blanket Contract Follow Up Memo Michelle Danforth-Anderson, Oneida Tourism

Motion by Jennifer Webster to accept the 8<sup>th</sup> Generation Blanket Contract Follow Up Memo. Seconded by Patrick Stensloff. Motion carried unanimously.

## X. FOR INFORMATION ONLY: None

XII. ADJOURN: Motion by Jennifer Webster to adjourn. Seconded by Patrick Stensloff.

Motion carried unanimously. Time: 9:14 A.M.

Minutes submitted by: Melissa Alvarado, Office Manager & Finance Committee Contact/Recording Secretary

Finance Committee Approval Date of Minutes via E-Poll: \_\_\_\_\_\_ January 16, 2023

Accept the January 4, 2023, regular Legislative Operating Committee meeting minutes

# **Business Committee Agenda Request**

1.	Meeting Date Requested:	01/25/23
2.		st qualify under §107.4-1. boose or type justification.
3.	Requested Motion: Accept as information; OR Accept the January 4, 2023 Legislati	ive Operating Committee meeting minutes.
4.	Areas potentially impacted or affect Finance Law Office Gaming/Retail Other: Legislative Operating Committee	cted by this request: Programs/Services MIS Boards, Committees, or Commissions

## 5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

6.	Supporting Documents:		
	Bylaws	Fiscal Impact Statemer	nt Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	Draft GTC Notice	X Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
7.	Budget Information:		
	Budgeted – Tribal Contribu	ition 🔄 Budgeted – G	rant Funded
	Unbudgeted	🔀 Not Applicable	9
	Other: Describe		
8.	Submission:		
	Authorized Sponsor:	David P. Jordan, Councilma	an

Primary Requestor: Clorissa N. Leeman, LRO Senior Staff Attorney



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-2<sup>nd</sup> Floor Norbert Hill Center January 4, 2023 9:00 a.m.

Present: David P. Jordan, Marie Cornelius, Kirby Metoxen, Jennifer Webster, Daniel Guzman King

**Others Present:** Clorissa N. Leeman, Carolyn Salutz, Brooke Doxtator, Keith Doxtator, Robert Collins II, Anna Mendoza (Microsoft Teams), Grace Elliott (Microsoft Teams), Joy Salzwedel (Microsoft Teams), Carl Artman (Microsoft Teams), Chad Fuss (Microsoft Teams), Justin Nishimoto (Microsoft Teams), Katsitsiyo Danforth (Microsoft Teams), Nic Reynolds (Microsoft Teams), Shannon Davis (Microsoft Teams), Tina Jorgenson (Microsoft Teams), Todd VandenHeuvel (Microsoft Teams), Kaylynn Gresham (Microsoft Teams), Tracy Smith (Microsoft Teams), Rhiannon Metoxen (Microsoft Teams), Peggy Van Gheem (Microsoft Teams), Michelle Tipple (Microsoft Teams), Carrie Lindsey (Microsoft Teams), Rae Skenandore (Microsoft Teams), Bryce Elm (Microsoft Teams), Elijah Metoxen (Microsoft Teams), Mark Powless (Microsoft Teams)

## I. Call to Order and Approval of the Agenda

David P. Jordan called the January 4, 2023, Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Marie Cornelius to adopt the agenda as is; seconded by Daniel Guzman King. Motion carried unanimously.

#### II. Minutes to be Approved

## 1. December 21, 2022 LOC Meeting Minutes

Motion by Marie Cornelius to approve the December 21, 2022, LOC meeting minutes and forward to the Oneida Business Committee; seconded by Kirby Metoxen. Motion carried unanimously.

#### III. Current Business

#### 1. Drug and Alcohol Free Workplace Law Amendments

Motion by Jennifer Webster to approve the public meeting packet for the proposed amendments to the Drug and Alcohol Free Workplace law and schedule a public meeting to be held on February 15, 2022; seconded by Kirby Metoxen. Motion carried unanimously.



# 2. Emergency Management Law Amendments

Motion by Jennifer Webster to accept the public comment review memorandum identifying no public comments were received; seconded by Marie Cornelius. Motion carried unanimously.

# IV. New Submissions

# 1. Elder Abuse Code

Motion by Jennifer Webster to add the Elder Protection law to the Active Files List with Jennifer Webster as the sponsor; seconded by Marie Cornelius. Motion carried unanimously.

# V. Additions

# VI. Administrative Items

# VII. Executive Session

# VIII. Adjourn

Motion by Marie Cornelius to adjourn at 9:12 a.m.; seconded by Kirby Metoxen. Motion carried unanimously.

Approve the travel report - Chairman Tehassi Hill and Councilman Daniel Guzman King - 2022 Midwest...

# **Business Committee Agenda Request**

1.	Meeting Date Requested: 01/25/	23
2.	Session: Open Executive – must qualify Justification: Choose of	, ,
3.	Requested Motion: Accept as information; OR Approve the travel close out report for Cour Tehassi Hill – Midwest Alliance of Sovereign 13th – 15th, 2022	0
4.	Areas potentially impacted or affected by	y this request:
	Finance	Programs/Services
	Law Office	
		<ul> <li>MIS</li> <li>Boards, Committees, or Commissions</li> </ul>
	Law Office	
	Law Office	
5.	Law Office	Boards, Committees, or Commissions
5.	<ul> <li>Law Office</li> <li>Gaming/Retail</li> <li>Other: OBC</li> </ul> Additional attendees needed for this req	Boards, Committees, or Commissions
5.	<ul> <li>Law Office</li> <li>Gaming/Retail</li> <li>Other: OBC</li> </ul> Additional attendees needed for this req Name, Title/Entity OR Choose from List	Boards, Committees, or Commissions

6.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	X Travel Documents
	X Other: Close out report		
7.	Budget Information:		
	Budgeted – Tribal Contribu	ution 🔄 Budgeted – Grant	t Funded
	Unbudgeted	Not Applicable	
	Other: Describe		
8.	Submission:		
	Authorized Sponsor:	Daniel Guzman King, Councilm	an

Primary Requestor: (Name, Title/Entity)

# BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for:	Tehassi Hill Daniel Guzma	an Enter	vel was Approved: 022 name(s) of other s OR [SPACE BAR] to delete	
Travel Event:	MAST Meeting			
Travel Location:	Welch, MN			
Departure Date:	12/13/2022	Return Date:	12/15/2022	
Projected Cost:	DGK: 968.60	Actual Cost:	DGK: estimate \$880.57	
Date Travel was Approved by OBC: 01/18/2023				

#### Narrative/Background:

Tribal Leaders Roundtable Discussion

- Tribal leaders were very upset and frustrated that the HUD Section 184 consultation was canceled and that the BIA representatives (from Bloomington) didn't show due to weather. However, NCAI representatives from California made it to the meeting to provide an update on the status of NCAI's organization, indicating that NCAI staffing levels are at approximately 60% and they are continuing to lose professional staff.
- IHS Bemidji Area Budget Formulation meeting information was presented to the MAST Tribes. Tribes are still concerned that the Bemidji area continues to be the lowest funded region in all of Indian Country. Oneida asked if we could hire someone to assess what our region needs to do obtain that funding, and also hire a negotiator. No direct answers were given, other than it is not illegal to do so.
- Tribes were concerned that out of California federal legislation will be introduced that makes wild rice a speciality crop so that it would have access to USDA programming. However, the language within the bill falsely claims that there is no one that is traditionally growing or harvesting the crops. There is also concern that this would commercialize wild rice and create the atmosphere for genetic modifications to the crop. MAST resolution passed to oppose this legislation.

Page 2

28 of 217

- The Tribes expressed a desire to create a Midwest Regional Tribal Drug Task Force and go after federal funds to create it. (FEMA) Also, would like to form a Tribal Police Chief Association in the Midwest
- USET's Marshall Plan for Tribal Nations: A Restorative Justice and Domestic Investment Plan - pushing the U.S. to develop a Marshall plan for Tribal Nations to address GAO reports (Broken Promises, etc.) that indicate that the U.S. is not fulfilling its obligations to Tribal Nations. Resolution passed.
- SDPI Permanent Reauthorization at \$250 million with caveats to recognize inflation. Pushing for an option to provide funding through 638 compacts.
- MAST Support of Bemidji Area Representatives for HHS STAC, including Jenny Webster.
- Great lakes Tribal Presidential Forum is something that is being worked on for the upcoming Presidential elections.
- The below MAST resolutions were approved:
  - 1. Supporting Development and Implementation of a Marshall Plan for Tribal Nations
  - 2. In support of Executive Clemency for Leonard Peltier
  - 3. Opposition to Tamarack Mine
  - 4. Opposing the proposed Wild Rice Specialty Crop Act
  - 5. Support for the Prairie Island Indian Community's efforst to protect their reservation

# Item(s) Requiring Attention:

1. MAST Impact Week will be held in March 19-23, 2023.

# **Requested Action:**

1. Approve the travel report and close out travel for Councilman Daniel Guzman King and Chairman Tehassi Hill to the MAST Winter meeting held in Welch, MN December 13<sup>th</sup> - 15<sup>th</sup>, 2022.

# Thursday December 15th, 2022

Coffee for the day sponsored by: Four Directions Native Vote

7:00 am /8:	00 am Breakfast Chief Wabasha Ballroom Sponsored by: Mille Lacs Band of Ojibwe	
8:15 am	1 <sup>st</sup> Vice President NCAI – Chairman Mark Macarro-Pechanga Band Luiseno Indians NCAI Update & Joint Goals	
8:45 am	Holly Cook Macarro – Spirit Rock Consulting, LLC– Federal Indian Update	
9:15 am	Governor Tim Walz & Lt. Governor Peggy Flanagan State of MN	
9:30 am	Chris Poole - Indian Health Services 105 Leasing/Region Budget Q&A's	
10:00 am	0:00 am Duane Chapman, FSA Advisors - General Welfare Exclusion Act & Tribal Benefits	
Break	Fresh coffee/tea/soda/water – Summit Carbon Solutions	
10:30 am	Phyllis Davis Councilwoman Gun Lake – Chairwoman GLRAHB Area Budget Formulation Priorities/Area Topic's	
10:45 am	Kyle D. Johnson, ClearScript – PBM 101	
11:00 am	Matt Gregg Senior Economist Center for Indian Country Development "Home Mortgage Rates in Native Communities: Evidence from New HMDA Data"	
11:30 am	Tribal Leaders Discussion- Appointments, MAST next meeting location, 2023 MAST Impact Week Washington D.C. Resolution Presentation's & Approval's	
Noon	Luncheon -: Chief Wabasha Ballroom Sponsored by: Summit Carbon Solutions	
	Bi të yan kës Blahk, si Sun unit Carbon Solutiona. Carbon Sequestio i Ali Sirote In Chimate Multication i	

2022 Get Det The Mative-Vote tesults and accoming 2024 Election Cycle

Questions call: Scott R. Vele Executive Director 715-853-4001

# MAST WINTER 2022 - MEETING AGENDA December 14<sup>TH</sup> -15<sup>TH</sup>, 2022 PRAIRIE ISLAND INDIAN COMMUNITY TREASURE ISLAND RESORT & CASINO 5734 STURGEON LAKE ROAD- WELCH, MN 55089

Tinta Wita Meeting Room

	Wednesday December 14 <sup>th</sup> , 2022	
Coffee for the c	lay – Sponsored by – Life Works	
10:30 am	Registration Opens- – Tinta Wita Meeting Room Foyer	
11:00 am	Call to order – President Rebecca Richards - Tinta Wita Meeting Room Opening Invocation/Welcome: Arthur Lockwood - President Johnny Johnson Opening Song & Posting of Colors: Drum Group -Twin Cities Honor Guard Opening Remarks: Chairman Rebecca Richards Executive Boards – President Rebecca Richards - Vice President Tehassi Hill Treasurer Melanie Benjamin – Secretary Shannon Holsey Introductions of all guests and attendee's-pass the microphone Tribal Leaders Roundtable Discussion –	
Noon Lunch	eon – <u>Issues &amp; Speakers:</u> Chief Wabasha ballroom - Sponsored by: Prairie Island Indian Community	
1:00 pm	Kitcki Carroll, Executive Director USET- United South Eastern Tribes USET SPF Marshall Plan for Tribal Nation: A Restorative Justice & Domestic Investment Plan	
2:00 pm	Break Sponsored by: Summit Carbon Solutions	
2:15 pm	Attorney Keith Harper - Jenner & Block Law Firm Supreme Court Oral Arguments Updates ICWA Case Chairman Tehassi Hill –ICW Legislation Update	
3:00 pm	Break for coffee & Refreshments - Woodstone Inc. Brain Goudge 952-999-6124	
3:15 pm	Lee Blank, CEO, Summit Carbon Solutions Carbon Sequestration's role in Climate Mitigation	
3:45 pm	OJ Semans & Bret Healy, Four Directions Native Vote "2022 Get-Out-The-Native-Vote results and upcoming 2024 Election Cycle"	
4:00 pm	Theron T. Rutyna - Broadband Program Specialist Tribal Broadband Connectivity and Nation-to-Nation Coordination Division	
4:35 pm	MAST Elections for Secretary & Treasurer	
6:00 pm	Tribal Leaders Meet & Greet Dinner Room- Chief Wabasha ballroom Sponsored by: Mutual of America	

# **Midwest Alliance of Sovereign Tribes**

Resolution No. xx -22

# DRAFT Support for the Prairie Island Indian Community's Efforts to Protect Their Reservation

WHEREAS, the Midwest Alliance of Sovereign Tribes (MAST) is an intertribal organization representing the thirty-three (33) federally recognized tribes and four (4) inter-tribal organizations in the States of Minnesota, Wisconsin, Michigan, Indiana, and Iowa, each having sovereign authority to govern their own affairs; and

- WHEREAS, MAST's mission is to "advance, protect, preserve, and enhance the mutual interests, treaty rights, sovereignty, and cultural way of life of the sovereign nations of the Midwest;" and
- WHEREAS, the Prairie Island Indian Community's Reservation is located on an island along the Mississippi River and is subjected to ongoing flooding caused by an Army Corps of Engineers dam; and
- WHEREAS, this threat is compounded by the operation of the Prairie Island Nuclear Generating Plant adjacent to the Prairie Island Reservation and the federal government's licensing of the storage of more than 1,000 tons of nuclear waste at the Plant site; and
- WHEREAS, adding to these concerns, there is only one public access road on and off Prairie Island, and that road is frequently blocked by rail traffic, creating a public safety issue in the event the Reservation needs to be evacuated in an emergency; and
- WHEREAS, the Prairie Island Indian Community has requested that its claims be resolved in a way that assures the availability of safe Reservation land for its people that is both practical and reasonable.
- NOW THEREFORE BE IT RESOLVED that the Midwest Alliance of Sovereign Tribes urges the Department of the Interior to do everything in its power to address the very real threats faced by the Prairie Island Indian Community as the result of federal actions which have flooded Prairie Island's Reservation and exposed Prairie Island's people to nuclear threats not faced by any other community in the United States; and
- **BE IT FURTHER RESOLVED** that the Midwest Alliance of Sovereign Tribes does hereby support the request of the Prairie Island Indian Community that its "Elk Run" property be added to its Reservation, and that this new Reservation be accorded the same legal status as the current Reservation land that has been so compromised by the federal government's actions; and
- **BE IT FINALLY RESOLVED** that this remain the policy of The Midwest Alliance of Sovereign Tribes until repealed or replaced by subsequent resolution.

MAST Resolution No xx -22, Support for Prairie Island Indian Community,12-15-22, Page 1 of 2 DRAFT DRAFT DRAFT DRAFT DRAFT

#### CERTIFICATION

I, the undersigned, as President of the Midwest Alliance of Sovereign Tribes, do hereby Certify that the foregoing Resolution No. \_\_\_\_\_\_ was passed on xxy xx, 2022, at a duly called meeting at which a quorum was present with \_\_\_\_\_ voting for, \_\_\_\_\_ voting against, and \_\_\_\_\_ abstaining.

#### BRAIND NO V REPERTANCE STRUCTURE .



3.99 [11:542:10:0215-315] The test of second the Midwick Milance of Sovereign Threes arges the Department of the Interior to do everything in its power to address the vert incats faced by the Perior Island Indian Chinam Chinam China China and the second second flooded Prairie Liand's Reservation and exposed Prairie Island's people to reciper threes not faced by any other community in the United States, and

BR UPPALLY RESOLVED that this remain the policy of The Midwest A finance of Sovercign Tribes und repeated or replaced by subsequent resolution.

MAST Resolution No xx -22, Support for Prairie Island Indian Community,12-15-22, Page 2 of 2 DRAFT DRAFT DRAFT DRAFT DRAFT

# Midwest Alliance of Sovereign Tribes

Resolution No. xx -22

#### nuoval in the second of the DRAFT Opposition to Tamarack Mine model and the second of the second of the second

lands, and a task of poteneous materials and the large hole that will have to be due, wil

WHEREAS, the Midwest Alliance of Sovereign Tribes (MAST) is an intertribal organization representing the thirty-three (33) federally recognized tribes and four (4) inter-tribal organizations in the States of Minnesota, Wisconsin, Michigan, Indiana, and Iowa, each having sovereign authority to govern their own affairs; and

- WHEREAS, MAST's mission is to "advance, protect, preserve, and enhance the mutual interests, treaty rights, sovereignty, and cultural way of life of the sovereign nations of the Midwest;" and
- WHEREAS, the copper-nickel mine run by Talon Metals near Tamarack, Minnesota is being proposed and will be seeking state and federal approvals; and
- WHEREAS, there is a long record of copper-nickel mines failing and spilling poisonous material into the nearby water; and
- WHEREAS, the copper-nickel industry tends to operate from other countries, as is the case here, and frequently will go bankrupt prior to cleaning up the pollution they have caused after they have extracted the metals they want; and
- WHEREAS, the federally recognized tribes on or near the Mississippi in Minnesota and all the tribes to the south down to Louisiana will be exposed to the pollution that the Talon mine could cause if there is a spill; and
- WHEREAS, this is a national issue of great importance and a potential disaster for the sacred water, wildlife and plant life along the Mississippi; and
- WHEREAS, the waters of the Mississippi and St. Croix River watersheds, Big Sandy Lake, Round Lake, Lake Minnewawa, Rice Lake (Rice Lake National Wildlife Refuge), McGregor Marsh, and the connected flowages, rivers, streams, and other hydrologic features provide millions of people and other life forms a source of clean water for consumption and recreation; and
- WHEREAS, our collective native culture charges us with the protection of the sacred gift of water for future generations, and these sacred waters are the foundation of life from which we harvest our traditional medicines and foods which nourish our minds, bodies and provide for our general well-being, all of which would be negatively affected by contamination from the proposed nickel mine in Tamarack, Minnesota being proposed by Talon Metals; and
- **WHEREAS**, the Round Lake neighborhood of the Mille Lacs Band of Ojibwe is located only 1.3 miles away from potential drilling exploration and mining sites; and

MAST Resolution No xx -22, Opposition to Tamarack Mine, 12-15-22, Page 1 of 2 DRAFT DRAFT DRAFT DRAFT DRAFT

- WHEREAS, the Mille Lacs Band District II community is located within 10 miles of the potential drilling exploration and mining sites; and
- WHEREAS, the location of this proposed mine is in a County in Minnesota that is nearly all swamp lands, and a leak of poisonous materials and the large hole that will have to be dug, will change the water levels and water quality throughout Aitken County and forever impact tribal trust lands and ruin the sacred plant life there, including the unique wild rice we call mahnoomen; and

# WHEREAS,

a large diverse group of community members, governments and organizations, both tribal and non-tribal, have joined in a growing chorus of voices calling for the protection of the water, people and culture from the effects of contamination from the proposed Tamarack Mine.

NOW THEREFORE BE IT RESOLVED that the Midwest Alliance of Sovereign Tribes strongly supports the protection of water, people, and culture from the effects of contamination from the proposed Tamarack Mine; and

**BE IT FURTHER RESOLVED** that the Midwest Alliance of Sovereign Tribes opposes the proposed Talon Metals mine in Tamarack, Minnesota near Mille Lacs tribal community lands because of the threat it poses to the water, people, and Native cultures of all tribes in the Mississippi River watershed from Minnesota to Louisiana; and

**BE IT FINALLY RESOLVED**, that this will remain the policy of the Midwest Alliance of Sovereign Tribes until repealed or replaced by subsequent resolution.

#### **CERTIFICATION**

Cound Leke. Marsia, and Marsia, and I, the undersigned, as President of the Midwest Alliance of Sovereign Tribes, do hereby Certify that the foregoing Resolution No. \_\_\_\_\_\_ was passed on 12-15-2022, at a duly called meeting at which a quorum was present with \_\_\_\_\_ voting for, \_\_\_\_\_ voting against, and \_\_\_\_\_ abstaining.

#### Rebecca Richards, President

our collection mative eniture charges us with the protection of the sacrod diffeof valentic funce generations, and these sacred vorters are the foundation of tife from which we harvest our traditional meditaines and foods which accurish our minds, bodies and matvide for our general well being, all of which would be acguirely affected by contamination from the process which inter in Tamarack. Minnescu being promoted by 1 alon Metals; and

. The Round Lake neighborhood of the Mille Lacs Band of Ophyce is located only L3 miles away from potential drilling exploration and mining sites; and

MAST Resolution No xx -22, Opposition to Tamarack Mine, 12-15-22, Page 2 of 2 DRAFT DRAFT DRAFT DRAFT DRAFT

## **Midwest Alliance of Sovereign Tribes** Resolution No. -22 **DRAFT** Opposing the proposed Wild Rice Specialty Crop Act WHEREAS, the Midwest Alliance of Sovereign Tribes (MAST) is an intertribal organization representing the thirty-three (33) federally recognized tribes and four (4) inter-tribal organizations in the States of Minnesota, Wisconsin, Michigan, Indiana, and Iowa, each having sovereign authority to govern their own affairs; and WHEREAS. MAST's mission is to "advance, protect, preserve, and enhance the mutual interests, treaty rights, sovereignty, and cultural way of life of the sovereign nations of the Midwest;" and WHEREAS. the inherent sovereign rights of Tribal governments are advanced within their respective Treaties, Constitutions and Laws, and are supported within provisions of the Constitution of the United States, and within the United Nations Declaration on the Rights of Indigenous Peoples and subsequent international actions; and WHEREAS, wild rice (manoomin, the food that grows on water) has been a traditional food for Tribal Peoples for as long as we have lived in the Great Lakes region. The rice has also been a major food source for many in the animal world; and WHEREAS, wild rice continues to be harvested annually by Tribal people, and is consumed by our families as a healthy traditional food. It is an integral part of traditional feasts and ceremonies, and it is an important part of tribal economies as a naturally occurring food product; and WHEREAS, designation of wild rice as the state grain has been made by Minnesota and Michigan which has laid the ground work for expanded work to protect the wild rice habitat; and WHEREAS. wild rice in its natural habitat is the subject of ongoing recovery and protection programs in the Midwest with participation of Tribal, State and Federal government agencies along with local authorities and organizations; and threats to wild rice and its habitats are viewed very seriously by Tribal peoples. One such WHEREAS. threat is proposed federal legislation tentatively titled "Wild Rice Specialty Crop Act". This act would change the status of wild rice from a wild natural product to a commercial crop and further blur the distinction between paddy grown rice and naturally occurring wild rice; and WHEREAS, the pressure on growers under this new designation would very likely lead to development of new strains of "wild rice" more suited to commercial paddy growing and harvesting. These strains mixing with the naturally occurring wild rice genes are a threat to the natural wild rice's ability to survive in its environment. This has immense cultural and spiritual impacts on Tribal peoples as well as potential impacts on wildlife and natural habitats; and

MAST Resolution No xx -22, Opposing Wild Rice Specialty Crop Act, 12-15-22, Page 1 of 2 DRAFT DRAFT DRAFT DRAFT DRAFT

WHEREAS, while commercial growers are backing the proposed legislation, Tribes are opposed, believing we have a duty to protect our lifeways, and the plants and animals on which we depend to support those lifeways.

**NOW THEREFORE, BE IT RESOLVED**, that the Midwest Alliance of Sovereign Tribes supports the protection of manoomin, the food that grows on water, as a sacred traditional food; and

**BE IT FURTHER RESOLVED** that the Midwest Alliance of Sovereign Tribes is opposed to legislation such as the Wild Rice Specialty Crop Act that would allow further commercialization of domesticated and/or genetically modified "wild rice"; and

**BE IT FINALLY RESOLVED** that this will remain the policy of the Midwest Alliance of Sovereign Tribes until repealed or rescinded by subsequent resolution.

#### CERTIFICATION

I, the undersigned, as President of the Midwest Alliance of Sovereign Tribes, do hereby Certify that the foregoing Resolution No. \_\_\_\_\_\_ was passed on December 15, 2022, at a duly called meeting at which a quorum was present with voting for, voting against, and abstaining.

#### Rebecca Richards, President

doidwr magin idd

• Wild rice in datable of an active party subject of spiritually recovery and product propriate in the Wildwest with a trapation of Eribal, State and Federal government alreades above could be at automates are breastications and solved.

Ibreats to wild nee and its bable its are steved vary seriously by Tellul polphest.One su threat is proposed fedural legislation rentatively titled "Wild Rice Speciality Crop Ac This act would change the status of wild rice from a wild natural product to a columnar corpored fitnher blot the distinction between paddy grown fied and naturally obearing w news and

WEEREAS

The pressure on gradient under this new destignation would very likely lead to development of new strains of "wild rice" more stated to on amercial paddy grawing and harvesting. The e-strains mixing with the naturally securing wild the genes are a threat to the manual wild tice's ability to sarvive in its environment. And has immenses cultural and spiritual impacts on Fridal peoples as well as potential impacts on wild'if e and natural habitats; and

> MAST Resolution No xx -22, Opposing Wild Rice Specialty Crop Act, 12-15-22, Page 2 of 2 DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT
#### BEMIDJI AREA BUDGET FORMULATION FY 2025 HOT TOPICS & PRIORITIES

Residential treatment

Below is the summary of Hot Topics and Priorities based on input received at Budget Formulation meeting held in Green Bay, WI on November  $8 - 9^{th}$ , 2022.

•	All Hot	Topics from previous years are still relevant based on poll.	
	<ul> <li>Advances Appropriations</li> </ul>		
	0	Underfunding of ITU Health Care Programs	
		Mandatory Full Funding	
	0	Funding for Urban Health Care Programs	
	0	OMB Rate for Medicare Services	
		<ul> <li>Universal system for determining MLR</li> </ul>	
		<ul> <li>MLR Rate recognized &amp; accepted for tribal insurance plans paying for services</li> </ul>	
		<ul> <li>A/R Rate for Urbans</li> </ul>	
	0	Recruitment & Retention	
		<ul> <li>Provider Housing</li> </ul>	
		<ul> <li>COVID \$ used as sign-on &amp; relocation bonus to hire MD &amp; Pediatrician - will not have this \$ going forward</li> </ul>	
		forward	
		<ul> <li>Up front Recruitment incentives (sign on bonus, Relocation expenses)</li> </ul>	
		Continuity of Care     Continuity of Care	
		Credentialing & Privileging	
	0	Access to Reliable Data	
		<ul> <li>Data collection outside of tribal health centers needs to be addressed to increase accurate</li> </ul>	
		reliable data	
		<ul> <li>Data sovereignty and governance</li> </ul>	
		MOUs with Federal and State agencies to access our data	
		<ul> <li>Decolonization of data collection</li> </ul>	
		Research/Collection and analysis of new data	
	0	Construction Funding	
		<ul> <li>w/ language to include Urbans</li> </ul>	
		SAP awards	
		<ul> <li>Barrier to funding</li> </ul>	
	0	S. Mealth Care Facilities Construction	
		<ul> <li>Physical or developmental disabilities</li> </ul>	
		<ul> <li>Aging in place</li> </ul>	
		Treatment Facilities	
	0	Alcohol & Substance Abuse	
		Inpatient and Outpatient treatments and programs, i.e. Intensive outpatient programs, partial	
		hospitalization, detox, residential treatment	
		<ul> <li>Community based recovery</li> </ul>	
	0	EHR Modernization	
		<ul> <li>E.H.R Advancement paid by I.H.S.</li> </ul>	
		Funding for COTS EMR	
		<ul> <li>Reimbursement for off the shelf purchases</li> </ul>	
		Buyback to high for tribes still using DDMC should be the still sti	

Buyback to high - for tribes still using RPMS - absorb costs for other tribes that have pulled back!
 Should be billed by use of services

- Additional Hot Topics to be included:
  - o Mental Health
    - MH funding for Urban
    - Residential treatment

Detox

Addressing Suicidal ideation and prevention/assessment
 Access to mental health services
 Inpatient Treatment
 Depression/Anxiety treatment

- Integration with medical/physical health
- Child/Adolescent mental health services
- Provider Recruitment and Retention
- Community based
- o Addressing Bemidji Underfunding
  - BAO funding parity with other areas
  - Increases for Bemidji Area
  - Increase funding for Bemidji Area
- o Health IT

o PRC

- PRC funding for Urban Natives
- o Urban Confer
- o Additional line items for Urbans
  - Eligibility for urban to get 105(l) leases
  - Ability to bill for certain traditional services
- Priorities are based on vote & weight of each funding category:

The priorities fall in this order with the first being top priority:

#### 1. H&C 2. Alcoho

- Alcohol & Substance Abuse
   Mental Health
- 4. PRC
- 5. Health Care Facilities Construction
- 6. EHR
- 7. Urban
- 8. CHR
- 9. M&I
- 10. Dental
- 11. PHN
- 12. Long Term Care
- 13. Self-Governance
- Lo. Self-Governance

- RIVE 2100 rol sellens?
- Inimbursement for off the shelf porchases
- Buyback to high for tribes (Fill using RPMS absorb costs for other tribes that have pulled track Should be billed by use of services

#### 39 of 217

## National Indian Health Board

#### **CALL TO ACTION:**

Indian Health Service Advance Appropriations FY 2023 Federal Spending Negotiations

#### Tribes and Tribal healthcare programs are harmed the most by government shutdowns.

The Indian Health Service (IHS) is the primary agency responsible for meeting the government's healthcare responsibility to Tribes, yet the agency is funded at less than half of what is needed. Underfunded healthcare programs are particularly vulnerable during funding delays, temporary funding, and government shutdowns. The outsized impacts of these disruptions in funding echo throughout our healthcare delivery systems, Tribal governance, citizenry, and economies.

#### It does not need to be this way.

Advance appropriations protect Tribal healthcare programs from temporary funding and federal government shutdowns by guaranteeing funding at the start of the next fiscal year. The federal government already protects healthcare programs for seniors and veterans but continues to neglect Tribes. This discriminatory treatment needs to end this year.

Advance appropriations improve Tribal and Indian Health Service (IHS) program efficiency, reduce government waste, and save lives.

Contact Your Congressional Delegation. Tell them to enact advance appropriations for the Indian Health Service. Native lives cannot wait.

- 1. Visit FiscalNote's "<u>Find your Legislator</u>" tool.
- 2. Type in your zip code and address.
- 3. Click on the member you would like to contact.
- 4. Call or Email the Congressional office and tell them who you are and who you would like to meet with.



For more information, visit: https://www.nihb.org/aian-heritage-month/advance-appropriations/



#### Advance Appropriations An Educational Overview

#### What is an appropriation?

The Constitution requires authority be provided by law before federal money can be spent. This authority is called an **appropriation**. Congress generally only provides this authority one year at a time through annual spending bills that are signed into law by the President. These spending bills are called *appropriation bills*. For example, a 2023 appropriation bill for the Indian Health Service (IHS) allows the agency to spend money in 2023. Passing appropriation bills is Congress' most important job because, without appropriation bills, the government shuts down.

#### What is an advance appropriation?

An advance appropriation is a commitment by Congress to provide money in a future year. For example, if the 2023 appropriation bill for the IHS includes an advance appropriation for 2024, then IHS can spend money in 2024 without the need for a 2024 appropriation bill.

The benefit of an advance appropriation is it enables programs to plan and continue to operate efficiently, regardless of federal politics that frequently cause delays, temporary funding, and government shutdowns. The federal government already protects healthcare programs for military veterans in this way.

#### Why are advance appropriations needed for the Indian Health Service?

Years ago, the federal government coerced Tribes into surrendering their lands in exchange for protections and services like healthcare in perpetuity. Today, it remains the policy of the United States to ensure the highest possible health status for American Indians and Alaska Natives, including all the resources necessary to affect that policy.

IHS is the primary agency responsible for meeting the government's healthcare responsibility to Tribes, yet the agency is funded at less than half of the need. Underfunded healthcare programs are particularly vulnerable during funding delays, temporary funding, and government shutdowns. One of the federal government's primary regulators, the Government Accountability Office (GAO), reported budgetary uncertainty hurts the ability to recruit and retain quality doctors and nurses and adds additional administrative costs that could otherwise be used for patient care.

The longest government shutdown in history occurred only four years ago. The IHS reported Tribal healthcare programs were forced to reduce their hours, days, or types of services, faced staff resignations, and had "other impacts on patient care."

In other words, patients suffered, leading to the current life expectancy for AI/AN to be roughly equal to that of the general United States population in 1944.

October 2022

For more information: www.NIHB.org

https://www.nihb.org/aizu-heritage-month/advance-appropriations



### FSA TPA Tribal Nutrition Benefit Program

## The easiest way to provide nutritional support to Tribal Members

An American Indian-owned firm working in Indian Country, FSA TPA is committed to helping Tribes build food-stable communities. We know how expensive and time-consuming administering nutritional benefits can be. That's why we have developed a simple, secure, and cost-effective solution that allows you to efficiently distribute, support, and manage your nutritional assistance program for eligible tribal members.

#### Flexible, Secure, and Easy to Administer

Tribes choose our Nutrition Benefit Program because it simplifies program implementation, administration of benefits, and customer service support.



**Simple Set-Up** – Just send us a file of eligible members and your plan's benefit requirements and we take care of the rest!



**Easy Administration** – Reloadable cards are managed remotely and can be refilled. automatically, making ongoing support simple.

**Secure Transactions** - Cards are pin protected and can only be used to buy SNAP-approved food items, reducing the risk of theft or misuse.

#### A Convenient Reloadable Card

The enhanced nutrition card works just like a EBT Food or SNAP card at the point-of-sale (POS) terminal at most Nationwide EBT Retailers, allowing members to purchase only food items that meet the Federal SNAP Program guidelines:

- Bread and cereal
- Fruits and vegetables
- Meat, seafood, and poultry
- Dairy products
- Cookies, snacks, and bakery
- Non-alcoholic beverage

## Contact FSA TPA to receive a full list of retailers that accept the FSA Nutrition Benefit Card.



#### **Contact Us Today:**

- **() 251-459-6910**
- 216 Tennant Drive Atmore, AL 36502
- www.fsatpa.com

#### Make nutritional benefit access simple!



## TRIBAL MEMBER BENEFITS PROGRAM (TMBP<sup>©</sup>)

An administrative tool created by FSA TPA, LLC using the basis of the General Welfare Exclusion Act of 2014 to structure and provide tribes with an administrative solution to distribute General Welfare Assistance benefits through a non-taxable, comprehensive and streamlined process.

<b>GWE</b> Safe Harbors
-------------------------

Housing Programs for Principal Residence	<ul> <li>Mortgage/Rent Payments</li> <li>Down Payments/Security Deposits</li> <li>Insurance, Taxes, Home Repairs</li> </ul>
Educational	• Tuition Payments, Room and Board, School Supplies,
Programs	Transportation
Cultural & Religious	<ul> <li>Participation Expenses for Cultural/Social/Religious</li></ul>
Programs	Activities, Courses <li>Funeral &amp; Burial Expenses</li>
Elder & Disabled Programs	<ul> <li>Ages 55 and above, Mentally/Physically Disabled</li> <li>Meals, Housing, Assistance, Transportation</li> </ul>

#### Other GWE Eligible Expenses

- Health & Long-term Care
- Childcare
- Utilities
- Transportation
- Emergency Circumstances

#### Ways to access GWE Funds

- 1. FSA TPA Debit Card
- 2. Reimbursement for Eligible Expenses
- 3. Provider Payments



#### MIDWEST ALLIANCE OF SOVEREIGN TRIBES P.O. Box 265 Gresham, WI 54128-0265 715-787-4494 Office

#### **RESOLUTION # 10-22**

#### **Resolution Supporting Development and Implementation of a Marshall Plan**

for Tribal Nations

WHEREAS, the Midwest Alliance of Sovereign Tribes ("MAST") is open to all of the thirty three sovereign, federally recognized tribes and four inter-tribal organization in the States of Minnesota, Wisconsin, Michigan, Indiana and Iowa, each having the authority to govern their own affairs; and

WHEREAS, MAST mission is to "advance, protect, preserve and enhance the mutual interests, treaty rights, sovereignty and culture way of life of the sovereign nations of the Midwest"; and

WHEREAS, Tribal Nations are inherently sovereign political entities, as recognized by the United States from its earliest interactions with Tribal Nations. However, over time, the United States has impeded our exercise of sovereignty and taken our land and resources to generate its own land base, wealth, and strength; and

WHEREAS, through these takings, the United States has assumed unique trust and treaty obligations to Tribal Nations and Native people. However, it has consistently failed to live up to these obligations—both by failing to deliver on the funding it owes to Tribal Nations in exchange for its resource takings, and by restricting Tribal Nations' full exercise of our inherent sovereign governmental authorities; and

WHEREAS, these failures on the part of the United States have caused tremendous harm to Tribal Nations that remains evident today in all indicators of social, economic, and public well-being; and

WHEREAS, in December 2018, the United States Commission on Civil Rights (USCCR) issued a report entitled, "Broken Promises: Continuing Federal Funding Shortfall for Native Americans,"; and

**WHEREAS,** the "Broken Promises" report came after years of advocacy from Tribal Nations and organizations seeking an update to the 2003 "Quiet Crisis" report, which found deep failures in the delivery of federal fiduciary trust and treaty obligations; and

WHEREAS, the "Broken Promises" report found that the funding of the federal trust responsibility and obligations remains "grossly inadequate" and a "barely perceptible and decreasing percentage of agency budgets,"; and

WHEREAS, though these chronic failures have persisted throughout changes in Administration and Congress, it is time that both the legislative and executive branches confront and correct them; and

WHEREAS, much like the U.S. investment in the rebuilding of European nations following World War II via the Marshall Plan, the legislative and executive branches should commit to the same level of responsibility to assisting in the rebuilding of Tribal Nations, as our current circumstances are, in large part, directly attributable to the shameful acts and policies of the United States; and

WHEREAS, the Marshall Plan proposed an unprecedented U.S. foreign aid investment to rebuild Europe with the mutually beneficial goal of achieving a stable economy and sustainable peace. It carried forth the idea that later came to be known in the international human rights sphere as the "Responsibility to Rebuild," which is an obligation taken on by one country when it militarily intervenes in or occupies another; and

WHEREAS, in just the first year of the Marshall Plan, the United States appropriated approximately \$4 billion in aid, which amounted to 13% of U.S. budget expenditures at the time. The Congressional Research Service places the Marshall Plan's total cost at about \$13.3 billion in historical dollars. At the time, that amount represented about 1–2% of U.S. Gross Domestic Product; and

WHEREAS, the United States was willing to make a substantial investment in European nations after the destruction of World War II, yet it has not been willing to make the same kind of investment domestically, where it bears a much greater responsibility; and

WHEREAS, the concept of a Marshall Plan-like investment for Tribal Nations draws on the same restorative justice, political, and economic principles that underlay the European Marshall Plan; and

WHEREAS, through a domestic Tribal Nations Marshall Plan, the United States would recognize and take responsibility for the trust and treaty obligations arising out of its permanent occupation of Tribal homelands and our massive cession of resources that built the foundation of today's America; and

WHEREAS, the United States owes a perpetual debt to Tribal Nations that has been compounded by our displacement, infringements on our sovereignty, and ongoing conditions that impair and directly harm the welfare of Tribal Nations and our citizens; and

WHEREAS, beyond generating payments on the United States' debt to Tribal Nations, a Tribal Nations Marshall Plan would develop mutually beneficial economic growth for Tribal Nations, surrounding communities, and the United States—creating stability, improved relations,

and shared prosperity; and

WHEREAS, additionally, it would pave the way for the United States to become an international leader in the Indigenous rights sphere and adhere more closely to the United States' espoused moral values, providing an opportunity to take actions that exemplify the idea of American exceptionalism; and

WHEREAS, the Tribal Nations Marshall Plan proposed in this document would represent a significant one-time payment on the United States' debt to Tribal Nations, but it would in no way put an end to that debt, which stems from the United States' trust and treaty obligations that exist in perpetuity; and

WHEREAS, the method of delivery and the use requirements attached to the Marshall Plan-like investment, and to future funding, will play a large role in the effectiveness of the investment in Tribal Nations. The features of the investment must reflect the status of Tribal Nations as sovereign governments and the United States' trust and treaty obligations; and

WHEREAS, funding must flow directly, consistently, and predictably to Tribal Nations. For this reason, funding must not take the form of competitive grants, must be mandatory rather than discretionary, and Tribal Nations must have the option to accept all federal funding directly and via a more streamlined channel than is often used now; and

WHEREAS, a Marshall Plan for Tribal Nations necessitates the establishment of a Department of Tribal Nation Relations to carry out the United States' trust relationship with Tribal Nations—reflecting the diplomatic Nation to-Nation relationship between the United States and Tribal Nations, facilitating comprehensive federal agency coordination, and ensuring the seamless flow of funds to Tribal Nations and our communities; and

WHEREAS, Tribal Nations must not be prevented from using federal funding to best meet the unique needs of our people, and, thus, there should be no restrictive use limitations or burdensome reporting requirements attached; and

WHEREAS, like the European Marshall Plan, the parameters of the Tribal Nations Marshall Plan must be determined in close consultation with, and subject to the consent of, the funding recipients: Tribal Nations; and

WHEREAS, United South and Eastern Tribes Sovereignty Protection Fund has issued a white paper outlining the arguments for and parameters of a Marshall Plan for Tribal Nations;

**NOW THEREFORE BE IT RESOLVED** that the Midwest Alliance of Sovereign Tribes extends its support to a Marshall Plan for Tribal Nations, including the findings and proposals contained in the United South and Eastern Tribes Sovereignty Protection Fund white paper; and

**BE IT FURTHER RESOLVED** that the Midwest Alliance of Sovereign Tribes calls upon the United States to immediately undertake actions, in coordination with Tribal Nations, to

implement a Marshall Plan for Tribal Nations, as described in the United South and Eastern Tribes Sovereignty Protection Fund white paper; and

**BE IT FINALLY RESOLVED** that this will remain the position of the Midwest Alliance of Sovereign Tribes until rescinded or repealed by subsequent resolution.

#### **CERTIFICATION**

I, the undersigned, as President of the Midwest Alliance of Sovereign Tribes, do hereby Certify that the foregoing Resolution No. 10-22 was passed on December 15, 2022, at a duly called meeting at which a quorum was present with <u>20</u> voting for, <u>0</u> voting against, and <u>0</u> abstaining.

Rebecca Richards, President

SOLERE

#### MIDWEST ALLIANCE OF SOVEREIGN TRIBES P.O. Box 265

Gresham, WI 54128-0265 <u>m.a.s.t@frontiernet.net</u>

#### In support of Executive Clemency for Leonard Peltier

#### **Resolution No. 09-22**

**WHEREAS,** the Midwest Alliance of Sovereign Tribes (MAST) is an intertribal organization representing the thirty five (35) federally recognized Tribes and four (4) intertribal organizations in the States of Minnesota, Wisconsin, Michigan, Indiana, and Iowa, each having sovereign authority to govern their own affairs; and

WHEREAS, MAST's mission is to "advance, protect, preserve, and enhance the mutual interests, treaty rights, sovereignty, and cultural way of life of the sovereign nations of the Midwest;" and

**WHEREAS**, appellate courts have repeatedly acknowledged evidence of U.S. government misconduct in the prosecution of Leonard Peltier; and

**WHEREAS**, according to official court records, the United States prosecutor in the Peltier case has twice admitted that no one knows who fired the fatal shots; and

WHEREAS, Leonard Peltier has fulfilled his federal sentencing guideline requirements and maintained a clean prison record for 15+ years yet, on August 21, 2009, the U.S. Parole Commission denied his application for parole; and

WHEREAS, in a July 9, 2021, letter to Joseph R. Biden, former U.S. Attorney James Reynolds, who was the U.S. Attorney whose office handled the prosecution and appeal of Mr. Peltier's case in 1977, admits and concludes Mr. Peltier "has served more than 46 years on the basis of minimal evidence, a result [he] strongly doubts would be upheld in any court today."

**NOW THEREFORE BE IT RESOLVED,** The Midwest Alliance of Sovereign Tribes hereby urgers and supports Executive Clemency for Leonard Peltier and a commutation of the remainder of his sentence; and

**BE IT FUTHER RESOLVED,** The Midwest Alliance of Sovereign Tribes hereby urges President Joseph R. Biden, Jr. to grant Executive Clemency to Leonard Peltier and to commute the remainder of his sentence; and

**BE IT FURTHER RESOLVED,** The Midwest Alliance of Sovereign Tribes hereby urges its Members' respective Congressional Delegations to support Executive Clemency for Leonard Peltier; and

**BE IT FINALLY RESOLVED,** that this will remain the policy of the Midwest Alliance of Sovereign Tribes until repealed or replaced by subsequent resolution.

#### **CERTIFICATION**

I, the undersigned, as President of the Midwest Alliance of Sovereign Tribes, do hereby Certify that the foregoing Resolution No. 09-22 was passed on December 15, 2022, at a meeting of the Midwest Alliance of Sovereign Tribes with a quorum present, with <u>20</u> voting for, <u>0</u> voting against, and <u>0</u> abstaining.

Rebecca Richards

Rebecca Richards, President

#### Midwest Alliance of Sovereign Tribes Resolution No. 08-22

#### **Opposition to Tamarack Mine**

# WHEREAS, the Midwest Alliance of Sovereign Tribes (MAST) is an intertribal organization representing the thirty-three (33) federally recognized tribes and four (4) inter-tribal organizations in the States of Minnesota, Wisconsin, Michigan, Indiana, and Iowa, each having sovereign authority to govern their own affairs; and

- WHEREAS, MAST's mission is to "advance, protect, preserve, and enhance the mutual interests, treaty rights, sovereignty, and cultural way of life of the sovereign nations of the Midwest;" and
- **WHEREAS,** the copper-nickel mine run by Talon Metals near Tamarack, Minnesota is being proposed and will be seeking state and federal approvals; and
- WHEREAS, there is a long record of copper-nickel mines failing and spilling poisonous material into the nearby water; and
- WHEREAS, the copper-nickel industry tends to operate from other countries, as is the case here, and frequently will go bankrupt prior to cleaning up the pollution they have caused after they have extracted the metals they want; and
- WHEREAS, the federally recognized tribes on or near the Mississippi in Minnesota and all the tribes to the south down to Louisiana will be exposed to the pollution that the Talon mine could cause if there is a spill; and
- WHEREAS, this is a national issue of great importance and a potential disaster for the sacred water, wildlife and plant life along the Mississippi; and
- WHEREAS, the waters of the Mississippi and St. Croix River watersheds, Big Sandy Lake, Round Lake, Lake Minnewawa, Rice Lake (Rice Lake National Wildlife Refuge), McGregor Marsh, and the connected flowages, rivers, streams, and other hydrologic features provide millions of people and other life forms a source of clean water for consumption and recreation; and
- WHEREAS, our collective native culture charges us with the protection of the sacred gift of water for future generations, and these sacred waters are the foundation of life from which we harvest our traditional medicines and foods which nourish our minds, bodies and provide for our general well-being, all of which would be negatively affected by contamination from the proposed nickel mine in Tamarack, Minnesota being proposed by Talon Metals; and

- **WHEREAS,** the Round Lake neighborhood of the Mille Lacs Band of Ojibwe is located only 1.3 miles away from potential drilling exploration and mining sites; and
- WHEREAS, the Mille Lacs Band District II community is located within 10 miles of the potential drilling exploration and mining sites; and
- WHEREAS, the location of this proposed mine is in a County in Minnesota that is nearly all swamp lands, and a leak of poisonous materials and the large hole that will have to be dug, will change the water levels and water quality throughout Aitkin County and forever impact tribal trust lands and ruin the sacred plant life there, including the unique wild rice we call manoomin; and
- WHEREAS, a large diverse group of community members, governments and organizations, both tribal and non-tribal, have joined in a growing chorus of voices calling for the protection of the water, people and culture from the effects of contamination from the proposed Tamarack Mine.
- **NOW THEREFORE BE IT RESOLVED** that the Midwest Alliance of Sovereign Tribes strongly supports the protection of water, people, and culture from the effects of contamination from the proposed Tamarack Mine; and
- **BE IT FURTHER RESOLVED** that the Midwest Alliance of Sovereign Tribes opposes the proposed Talon Metals mine in Tamarack, Minnesota near Mille Lacs tribal community lands because of the threat it poses to the water, people, and Native cultures of all tribes in the Mississippi River watershed from Minnesota to Louisiana; and
- **BE IT FINALLY RESOLVED**, that this will remain the policy of the Midwest Alliance of Sovereign Tribes until repealed or replaced by subsequent resolution.

#### **CERTIFICATION**

I, the undersigned, as President of the Midwest Alliance of Sovereign Tribes, do hereby Certify that the foregoing Resolution No. 08-22 was passed on 12-15-2022, at a duly called meeting at which a quorum was present with <u>20</u> voting for, <u>0</u> voting against, and <u>0</u> abstaining.

Rebecca Richars

Rebecca Richards, President

#### Midwest Alliance of Sovereign Tribes Resolution No. 07-22

#### **Opposing the proposed Wild Rice Specialty Crop Act**

- WHEREAS, the Midwest Alliance of Sovereign Tribes (MAST) is an intertribal organization representing the thirty-three (33) federally recognized tribes and four (4) inter-tribal organizations in the States of Minnesota, Wisconsin, Michigan, Indiana, and Iowa, each having sovereign authority to govern their own affairs; and
- WHEREAS, MAST's mission is to "advance, protect, preserve, and enhance the mutual interests, treaty rights, sovereignty, and cultural way of life of the sovereign nations of the Midwest;" and
- WHEREAS, the inherent sovereign rights of Tribal governments are advanced within their respective Treaties, Constitutions and Laws, and are supported within provisions of the Constitution of the United States, and within the United Nations Declaration on the Rights of Indigenous Peoples and subsequent international actions; and
- WHEREAS, wild rice (manoomin, the food that grows on water) has been a traditional food for Tribal Peoples for as long as we have lived in the Great Lakes region. The rice has also been a major food source for many in the animal world; and
- WHEREAS, wild rice continues to be traditionally harvested annually by Tribal people, and is consumed by our families as a healthy traditional food. It is an integral part of traditional feasts and ceremonies, and it is an important part of tribal economies as a naturally occurring food product; and
- **WHEREAS**, designation of wild rice as the state grain has been made by Minnesota and Michigan which has laid the ground work for expanded work to protect the wild rice habitat; and
- **WHEREAS**, wild rice in its natural habitat is the subject of ongoing recovery and protection programs in the Midwest with participation of Tribal, State and Federal government agencies along with local authorities and organizations; and
- WHEREAS, threats to wild rice and its habitats are viewed very seriously by Tribal peoples. One such threat is proposed federal legislation tentatively titled "Wild Rice Specialty Crop Act". This act would change the status of wild rice from a wild natural product to a commercial crop and further blur the distinction between paddy grown rice and naturally occurring wild rice; and
- WHEREAS, the pressure on growers under this new designation would very likely lead to development of new strains of "wild rice" more suited to commercial paddy growing and harvesting. These strains mixing with the naturally occurring wild rice genes are a threat to the natural wild rice's ability to survive in its environment. This has immense cultural

and spiritual impacts on Tribal peoples as well as potential impacts on wildlife and natural habitats; and

- WHEREAS, while commercial growers are backing the proposed legislation, Tribes are opposed, believing we have a duty to protect our lifeways, and the plants and animals on which we depend to support those lifeways.
- **NOW THEREFORE, BE IT RESOLVED**, that the Midwest Alliance of Sovereign Tribes supports the protection of manoomin, the food that grows on water, as a sacred traditional food; and
- **BE IT FURTHER RESOLVED** that the Midwest Alliance of Sovereign Tribes is opposed to legislation such as the Wild Rice Specialty Crop Act that would allow further commercialization of domesticated and/or genetically modified "wild rice"; and

**BE IT FINALLY RESOLVED** that this will remain the policy of the Midwest Alliance of Sovereign Tribes until repealed or rescinded by subsequent resolution.

#### CERTIFICATION

I, the undersigned, as President of the Midwest Alliance of Sovereign Tribes, do hereby Certify that the foregoing Resolution No. 07-22 was passed on December 15, 2022, at a duly called meeting at which a quorum was present with <u>20</u> voting for, <u>0</u> voting against, and <u>0</u> abstaining.

Rebecca Richard

Rebecca Richards, President

#### **Midwest Alliance of Sovereign Tribes**

Resolution No. 06-22

#### Support for the Prairie Island Indian Community's Efforts to Protect Their Reservation

- WHEREAS, the Midwest Alliance of Sovereign Tribes (MAST) is an intertribal organization representing the thirty-three (33) federally recognized tribes and four (4) inter-tribal organizations in the States of Minnesota, Wisconsin, Michigan, Indiana, and Iowa, each having sovereign authority to govern their own affairs; and
- WHEREAS, MAST's mission is to "advance, protect, preserve, and enhance the mutual interests, treaty rights, sovereignty, and cultural way of life of the sovereign nations of the Midwest;" and
- WHEREAS, the Prairie Island Indian Community's Reservation is located on an island along the Mississippi River and is subjected to ongoing flooding caused by an Army Corps of Engineers dam; and
- WHEREAS, this threat is compounded by the operation of the Prairie Island Nuclear Generating Plant adjacent to the Prairie Island Reservation and the federal government's licensing of the storage of more than 1,000 tons of nuclear waste at the Plant site; and
- WHEREAS, adding to these concerns, there is only one public access road on and off Prairie Island, and that road is frequently blocked by rail traffic, creating a public safety issue in the event the Reservation needs to be evacuated in an emergency; and
- **WHEREAS,** the Prairie Island Indian Community has requested that its claims be resolved in a way that assures the availability of safe Reservation land for its people that is both practical and reasonable.

NOW THEREFORE BE IT RESOLVED that the Midwest Alliance of Sovereign Tribes urges the Department of the Interior to do everything in its power to address the very real threats faced by the Prairie Island Indian Community as the result of federal actions which have flooded Prairie Island's Reservation and exposed Prairie Island's people to nuclear threats not faced by any other community in the United States; and

**BE IT FURTHER RESOLVED** that the Midwest Alliance of Sovereign Tribes does hereby support the request of the Prairie Island Indian Community that its "Elk Run" property be added to its Reservation, and that this new Reservation be accorded the same legal status as the current Reservation land that has been so compromised by the federal government's actions; and

**BE IT FINALLY RESOLVED** that this remain the policy of The Midwest Alliance of Sovereign Tribes until repealed or replaced by subsequent resolution.

#### **CERTIFICATION**

I, the undersigned, as President of the Midwest Alliance of Sovereign Tribes, do hereby Certify that the foregoing Resolution No. 06-22 was passed on December 15, 2022, at a duly called meeting at which a quorum was present with <u>19</u> voting for, <u>0</u> voting against, and <u>1</u> abstaining.

Rebecca Richards

Rebecca Richards, President

Approve the travel request - Councilwoman Jennifer Webster - National Tribal Health Conference -...

#### **Business Committee Agenda Request**

1.	Meeting Date Requested: 01/25/23
2.	Session: Open Executive – must qualify under §107.4-1. Justification: Choose or type justification.
3.	Requested Motion: Accept as information; OR Approve travel request - Councilwoman Jennifer Webster – National Tribal Health Conference- Anchorage, AK - April 30-May 06, 2023
4.	Areas potentially impacted or affected by this request:
	Finance   Programs/Services
	Law Office
	Gaming/Retail Boards, Committees, or Commissions
	Other: OBC
5.	Additional attendees needed for this request: Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

Name, Title/Entity OR Choose from List

6.	Supporting Documents:				
	Bylaws	Fiscal Impact Statement	Presentation		
	Contract Document(s)	Law	Report		
	Correspondence	Legal Review	Resolution		
	Draft GTC Notice	Minutes	Rule (adoption packet)		
	Draft GTC Packet	MOU/MOA	Statement of Effect		
	E-poll results/back-up	Petition	Travel Documents		
	🔀 Other: Travel Request				
7.	Budget Information:				
	Budgeted – Tribal Contribu	ution 🔄 Budgeted – Grant	Funded		
	Unbudgeted	Not Applicable			
	Other: Describe				
8.	Submission:				
	Authorized Sponsor:	Jennifer Webster, Councilwoma	an		

Primary Requestor: (Name, Title/Entity)

#### **Oneida Business Committee Travel Request**

▼

diem)

1. OBC Meeting Date	e Requested: <u>01</u> / <u>25</u>	/ <u>23</u>	poll requested
2. General Information	on:		
Event Name:	Natior	nal Tribal Health Confere	ence
Event Location:	Anchorage, AK	Attendee(s): Jenr	nifer Webster
Departure Date:	04/30/2023	Attendee(s):	
Return Date:	05/06/2023	Attendee(s):	
3. Budget Informatio	on:		
☑ Funds available □ Unbudgeted	in individual travel budget(s)	Cost Estimate:	\$3394 (hotel, airfair, per
🔲 Grant Funded o	r Reimbursed		

#### 4. Justification:

Describe the justification of this Travel Request:

Approve travel request - Councilwoman Jennifer Webster	National Tribal Health Conference- Anchorage, AK -
April 30-May 06, 2023	

The National Indian Health Board 2023 National Tribal Health Conference and Public Health Summit events takes place from May 1-5, 2023. The National Indian Health Board (NIHB) celebrates its 50th Anniversary this year, and they continue to consider how to best serve American Indian and Alaska Native Tribes in the space of health and public health by serving Tribal Nations and support limiting travel and time away from home is to consolidate the two national conferences into one week-long event: The NIHB National Tribal Health Conference. This will showcase the interconnectedness of policy, advocacy, and Indian health best practices and provide educational offerings, and networking. Plenary sessions and workshops will cover a variety of timely topics, such as funding for Indian Health, the business of medicine, health equity, Tribal public health, behavioral health, environmental health, and climate change with a focus areas on Native youth, Tribal veterans, and elders.

#### 5. Submission

Sponsor: Jennifer Webster, Councilmember

- 1) Save a copy of this form for your records. Save a Copy...
- 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 - OBC TRAVEL AUTHORIZATION REQUEST

General Travel Information				
Name of Traveler	Jennifer Ann Webster			
Legal name as it appea	ars on Travelers Driver's l	License or State ID, no nic	knames	
Employee Number				
Destination	Anchorage, AK			
Departure date	04/30/2023	Return date	05/06/2023	
Purpose of travel	National Tribal Health Conference			
Charged GL Account 001-4272000-009-701000-000				

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day	\$ 116.00		
-----------------------	-----------	--	--

#### **Cost Estimate Information**

Personal Automobile Mileage Expenses

Total miles		Multiply by the Mileage rate		\$ .625	\$ 0.00
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 116.00	0.75	1	\$ 87.00
Per Diem full day at o	destination	\$ 116.00	1.00	5	\$ 580.00
Per Diem for return to	avel date	\$ 116.00	0.75	1	\$ 87.00
Subtract included me	als				
Miscellaneous expen	ses: taxi,				
parking, fees, etc.					
		Subtotal = Advance to Traveler		\$ 754.00	
Lodging including room, taxes, fees, and hotel parking					\$ 1,080.00
Airfare					\$ 1,000.00
Luggage Fees					\$ 60.00
Car Rental					
Registration					\$ 500.00
Subtotal					\$ 2,640.00
Total Trip Cost Estimate				\$ 3,394.00	

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

#### Signatures / Approvals

	Signature	Date
Traveler		
Supervisor		

Send all travel related items to: CentralAccounting\_Travel@oneidanation.org

#### Kristal E. Hill

From:	Jennifer A. Webster
Sent:	Friday, December 16, 2022 1:51 PM
To:	Kristal E. Hill
Subject:	FW: 2023 NIHB Conference
Follow Up Flag:	Follow up
Flag Status:	Flagged

FYI

From: National Indian Health Board <nihbcommunications@nihb.org>
Sent: Friday, December 16, 2022 9:02 AM
To: Jennifer A. Webster <JWEBSTE1@oneidanation.org>
Subject: 2023 NIHB Conference



Greetings Friends of Indian Health,

I am excited to invite you to the National Indian Health Board 2023 National Tribal Health Conference and Public Health Summit in Anchorage, Alaska, May 1-5, 2023. As the National Indian Health Board (NIHB) celebrates its 50<sup>th</sup> Anniversary this year, we continue to consider how we can best serve American Indian and Alaska Native Tribes in the space of health and public health. One way we believe we can better serve Tribal Nations and support limiting travel and time away from home is to consolidate our two national conferences into one week-long event: The NIHB National Tribal Health Conference. This will showcase the interconnectedness of policy, advocacy, and Indian health best practices. We will still offer our great content, educational offerings, and networking.

Programming will include:

- Tribal listening and consultation sessions
- Hands-on training opportunities
- Plenary sessions and workshops that will cover a variety of timely topics, such as funding for Indian Health, the business of medicine, health equity, Tribal public health, behavioral health, environmental health, and climate change.
- Focus areas on Native youth, Tribal veterans, and elders
- Fitness Event
- Exhibit hall and marketplace
- Culture Night
- Poster sessions
- Heroes in Health Awards Gala and Outstanding Service Awards

We believe that moving to one larger conference will also be a better use of time and precious resources. NIHB will host smaller regional meetings as well throughout the year that will focus on specific programs and initiatives.

We hope you will join us in Anchorage from May 1-5, 2023. Conference registration and call for workshop proposals will be open in early 2023.

AwA'ahdah (Thank you),

William Smith (Valdez Native Tribe)

Chairman

National Indian Health Board

all for native

The National Indian Health Board is seeking to work with a Native artist local to the Alaska region for our upcoming conference taking place in Anchorage, Alaska, May 2023.

The NIHB National Tribal Health Conference is the premier American Indian and Alaska Native gathering focusing on the interconnectedness of policy, advocacy, and Indian health best practices.

We expect approximately 1,000 Tribal leaders, policy advocates, Tribal public health and behavioral health professionals, and federal partners to attend.

Cutture Heals. Cutture Knows. Cutture Leads.

Selected artwork will be featured throughout our conference books, banners, staging, and digital marketing. The selected artist will receive an honorarium of \$500 and a complimentary booth in our exhibit hall.

Please submit hi-resolution images of original artwork of any medium in JPG/PNG/BMP format, artist biography (including Name/Tribal Affiliation), and contact information to nthc@nihb.org by January 27, 2023.

National Indian Health Board | www.nihb.org | 202-507-4070

Please email <a href="http://www.ncbank.org">nthc@nihb.org</a> with any questions.

Approve the travel request in accordance with § 219.16-1 - Family Services - eight (8) employees -...

#### **Business Committee Agenda Request**

1.	Meeting Date Requested: 1/25/23		
2.	Session: Open Executive – must qualify under §107.4-1. Justification: Choose or type justification.		
3.	Requested Motion:		
	Accept as information; OR Enter the requested motion related to this item.		
	Approve request for procedural exception & allow 8 employees to attend same trg.		
4.	Areas potentially impacted or affected by this request:		
	Law Office		
	Gaming/Retail Boards, Committees, or Commissions		
	Other:		
5. Additional attendees needed for this request: Name, Title/Entity OR Choose from List			
	Mark W. Powless, General Manager		
	Tina Jorgensen, GSD Director		
	Jennifer Berg-Hargrove, Family Services Director		

6.	Supporting Documents:			
	Bylaws	Fiscal Impact Statement	Presentation	
	Contract Document(s)	Law	Report	
	Correspondence	Legal Review	Resolution	
	Draft GTC Notice	Minutes	Rule (adoption packet)	
	Draft GTC Packet	MOU/MOA	Statement of Effect	
	E-poll results/back-up	Petition	Travel Documents	
	Other:			
7.	Budget Information:			
	Budgeted – Tribal Contribution Budgeted – Grant Funded		t Funded	
	Unbudgeted Not Applicable			
	Other:			
8.	Submission:	Submission:		
Authorized Sponsor: Mark W. Powless, General Manager		lanager		

Primary Requestor: Tina Jorgensen, GSD Director



#### **Oneida Family Services**

## Memorandum:

To:	Tina Jorgensen, Governmental Services Director
From:	Jennifer Berg-Hargrove, Family Services Director
Date:	1/19/2023
Re:	Indian Child Welfare Travel Exception Request-NICWA-revised

I would like to request a travel exception for eight (out of 18) of the Family Services child welfare (Indian Child Welfare staff, Foster Care/Kinship Care, Parenting, legal) staff to attend (in-person) the National Indian Child Welfare conference in April 2-5, 2023 in Reno, NV.

#### This would include:

- 1 Parent Program Coordinator
- 1 Child Placement Coordinator (Foster Care/Kinship Care)
- 1 Indian Child Welfare support staff (Case Aide/Attorney/Paralegal)
- 5 Indian Child Welfare Social Worker/Case Managers

Selection of staff will be based on their availability and a rotation each year so all child welfare team has an opportunity to attend every 2-3 years.

Conference Goals (as noted on their site):

- Highlight successful strategies for developing effective services
- Reveal the latest and most innovative child welfare and children's mental health service delivery practices
- Highlight tactics and strategies for financing and sustaining services that impact children
- Showcase strategies for involving youth and families in developing services and policies that lead to systems change
- Create peer-to-peer networks that will assist each other in the work toward permanency for all AI/AN families

• Share the latest research on the well-being of AI/AN children and effective child welfare and children's mental health services, practices, and policies

This is the only National conference that our area attends that provides various training tracks which directly relates to the work our child welfare team does day to day.

- Legal/Judicial
- Child Welfare, Foster Care, Adoption Services
- Youth Mental Health
- Youth and Family Involvement/Engagement

The conference not only provides training, professional development, support and networking but also provides an opportunity for our team to have their fires re-lit for the important work they do within our community. This is a very important as the work in this field has a very high burn out rate and the conference is very intentional at providing a space to honor, acknowledge and empower those who work in child welfare.

No tribal vehicle will be utilized or requested due to distance of training location.

All travel expenses have budgeted out of four separate business units;

- BIA ICW 4245022-TC (**only training budgeted out of this BU**, all others come out of Title IV-B) (3 attendees)
- Title IV-B 5245x36-Grant (3 attendees)
- Kinship 5245x11-Grant (1attendee)
- Family Services Program (FSP) Block Grant-PRT 005 Parenting 5245x60 (1 attendee)

Thank you for your consideration!

Jennifer Berg-Hargrove



## AGENDA BOOK APRIL 4-6, 2022



#### 67 of 217

# CONTENTS

Virtual Conference Schedule		
Executive Director Welcome Letter		
President's Welcome Letter	5	
40 Years of Protecting Native Children		
Annual Membership Meeting & Day of Prayer	8	
Concurrent Programming	9	
Champions for Native Children		
Sweepstakes	11-12	
Welcome from Host Sponsor		
Upcoming Event Offering & Annual Conference 2023 Save the Date		
About the Conference Artwork		
Sponsors	16-17	



Public Packet

# **VIRTUAL CONFERENCE SCHEDULE**



Public Packet

Opening General Session
Workshops A
Workshops B
Membership Meeting



7:30 a.m8:15 a.m.	National Day of Prayer for Native Children	
8:30 a.m.–10:00 a.m.	General Session	
10:30 a.mNoon	Workshops C	
1:00 p.m.–2:30 p.m.	Workshops D	
3:00 p.m4:00 p.m.	General Session	



8:30 a.m.–10:00 a.m.	Closing General Session and Champion Native Children Awards
10:30 a.mNoon	Workshops E
1:00 p.m.–2:30 p.m.	Workshops F



68 of 217

# **EXECUTIVE DIRECTOR WELCOME LETTER**

Dear NICWA Members, Sponsors, Donors, and Friends,

Public Packet

Cama'i. On behalf of our board of directors, board of trustees, staff, partners, and the families we serve, welcome to the 40<sup>th</sup> Annual Protecting Our Children Conference. For 40 years, we have met in April, Child Abuse Prevention Month, to gather together and share our collective wisdom about how to draw on our cultural traditions and teachings to strengthen American Indian/Alaska Native families and children. This year's theme, "Homecoming: 40 Years of Connecting for Our Children," is a celebration of our commitment to our communities and families.

Our ancestors, in their villages and camps, often traveled to neighboring places to visit relatives, replenish supplies, celebrate seasons and hunts, and visit to enjoy each other's company and share news. This physical movement was part of the cycle of their calendars, something to anticipate and look forward to. Through these relationships and interdependence, our peoples were sustained over generations. Similarly, today, no matter where we work, travel, or live, home remains the place where we feel connected. For 40 years, the Protecting Our Children Conference has been a home for those who serve our children and families to gather.

This conference gives us the opportunity to step back from our day-to-day work serving Native children and families to learn from one another. In plenary sessions and in workshops, we'll have the opportunity to hear about diverse models and practices across Indian Country that are meeting the needs of our communities and producing better outcomes for children and their families.

In a virtual format, we'll be joined by many more people than are ordinarily able to travel to our physical location to attend our conference. While I'll miss being together in person, especially at this 40th anniversary conference, it is a gift to be able to welcome so many more people to our event to share in this experience. I'm grateful to the many presenters who have agreed to join us online to share their work with all of us. I look forward to seeing you online and engaging with you in all of the amazing ways we can connect while being apart. Please chat with us in the conference platform and use it to connect to presenters and participants. I hope the content we provide and the spirit of support in being together will inspire and sustain you for the work you do all year long.

Finally, I have the distinct honor of acknowledging our host sponsor. It is with heartfelt gratitude that I thank the Seminole Tribe of Florida for making the work we do at our annual conference possible. For nearly 15 years, Seminole Tribe of Florida has provided generous support for this conference. We heartily thank representatives from Seminole Tribe of Florida, along with our many other sponsors, for their unwavering support of our mission: strengthening the well-being of American Indian and Alaska Native children and families.

At NICWA we look forward to being together again, and until then we commit ourselves to work together virtually to make the structural changes that will enable us to transform our helping systems and services to better support and heal children and families. Quyanaa for participating in the NICWA annual conference!

Sincerely,

Sarah J. Kastelic

Sarah L. Kastelic *(Alutiiq)*, PhD, MSW Executive Director



# **PRESIDENT'S WELCOME LETTER**

Dear NICWA Members and Conference Attendees,

ublic Packet

On behalf of the National Indian Child Welfare Association Board of Directors, I am pleased to welcome you to the 40<sup>th</sup> Annual Protecting Our Children Conference. I hope you enjoy your time with us.

Though the last few years have been difficult for many of us and our communities, I am grateful that we are able to gather together virtually for this year's Protecting Our Children conference. Throughout the plenary sessions, workshops, and opportunities for relationship-building during the virtual conference, I hope you are able to learn from and connect with each other. Our conference theme, "Homecoming: 40 Years of Connecting for Our Children," speaks to the powerful pull that home has on all of us. It is my hope that this conference can be a professional home for all of us who work for a better future for Native children and families, a future where Native children can grow up connected to their homes, their communities, and their culture.

I am grateful for the opportunity to thank the many people who have worked hard to make this year's virtual conference a success: our presenters, sponsors, board members, staff, and especially all of you, our conference attendees. Your efforts on behalf of Native children and families, especially during times as challenging as the last few years we've experienced together, are important acts of service for our people. Together we are improving practice and expanding service delivery in Indian Country, and together we are strengthening the well-being of American Indian and Alaska Native children, families, and communities.

As I share each year, I am honored to serve this organization, and you, as NICWA's board president. I sincerely hope you find our time gathered together virtually valuable, enjoyable, and beneficial to the vital work that you do, and I hope that you leave the Protecting Our Children conference inspired to carry our work forward in service of the well-being of our children, families, and communities.

Thank you,

Gil Vigil *(Tesuque Pueblo)* President, Board of Directors National Indian Child Welfare Association





5

#### 71 of 217

# **40 YEARS OF PROTECTING NATIVE CHILDREN**

Established in 1982 by Anita Chisholm, the Protecting Our Children Conference was gifted to NICWA, known then as the Northwest Indian Child Welfare Association, by the American Indian Institute at University of Oklahoma. NICWA will be forever grateful for the hard work and vision that Anita and her team put into launching this important conference.

Public Packet

Since its establishment, the conference has played an essential role for NICWA to facilitate information-sharing about American Indian and Alaska Native child welfare practice issues, help tribal communities proactively respond to the needs of children and families, advocate for adequate funding for tribal programs, and ensure proper implementation of the Indian Child Welfare Act. Over the years, hallmarks of the conference have included the Positively Indian Art Action, intergenerational dialogues and relationship building between youth and elders, and international exchange with First Nations presenters and participants. One special year, the conference was held in a traditional way. All general sessions were held "in-the-round" with our audience in a circle and spiritual leaders stationed in the four directions. We've celebrated policy wins at our conference, like the Fostering Connections to Success and Increasing Adoptions Act in 2008. A culmination of 20 years of advocacy work, the Act brought tribes first-ever access to Title IV-E funds to help strengthen tribal child and family systems and services.



NICWA board, staff, and volunteers stuffing tote bags in 2009



Yvonne and Gary Peterson sharing the<mark>ir c</mark>ulture in 2015



NICWA's founding board



Drum group at culture night in 2008

## Public Packet 72 of 217 40 YEARS OF PROTECTING NATIVE CHILDREN

Each year, an amazing array of presenters come together from across the US and Canada to share their knowledge, experience, and wisdom, some long-time favorite presenters and some welcome first-timers. NICWA's conference always includes a space for healing as well as emotional and spiritual support, like talking circles, in the event of a triggering subject matter or presentation.

As we prepare to celebrate our 40<sup>th</sup> anniversary, NICWA embraces our theme "Homecoming," with our steadfast mission of being dedicated to American Indian and Alaska Native children and families.

Homecoming, or coming back to our place of origin, implies connecting to our past in appreciation of where we've come from, the people whose hard work and perseverance made this community life possible, and gratitude to the Creator for our existence and daily experience. This conference is an opportunity for reflection and stock-taking. We can observe where we are now, the characteristics of this place, —both literally and figuratively, and the status of our people. This is a chance to affirm what we do and to adjust practices so that we may serve families better.

No matter where you work, travel, or live, may you be at home, and may you feel connected at NICWA's Annual Protecting Our Children Conference. Sandy White Hawk presenting a workshop in 2018 Sarah Kastelic (NICWA's executive director) and Terry Cross (NICWA's founder and senior advisor) at a donor reception in 2014

> Keynote speaker Cindy Blackstock in 2010
## **KEYNOTE PRESENTATIONS**

#### MONDAY, APRIL 4, 8:30 A.M.-10:00 A.M. PT

Public Packet

#### **Homecoming: Our Journeys and Experience**

Homecoming, or coming back to our place of origin, implies connecting to our past in appreciation of where we've come from, the people whose hard work and perseverance made this community life possible, and gratitude to the Creator for our existence and daily experience. Three panelists will share their homecoming journey and reflect on what this year's conference theme means to them.

#### TUESDAY, APRIL 5, 8:30 A.M.-10:00 A.M .PT

#### This plenary session consists of two panels.

#### Homecoming: 40 Years of Connecting for Our Children

First hosted by the University of Oklahoma, the Protecting Our Children Conference was gifted to the National Indian Child Welfare Association to steward and grow. This year, 2022, represents the 40<sup>th</sup> Annual Protecting Our Children Conference, a home for those who serve our children and families to gather for four decades. Presenters will share the rich history of this gathering and celebrate our advocacy for and service to Native children, families, and communities.

#### **Trauma-Informed Work with Children**

Sesame Street in Communities builds on Sesame Street's almost 50-year commitment to addressing kids' developmental, physical, and emotional needs. It supports parents and community providers, part of the "circle of care" that surrounds the families and kids who need it most. It supports uniting communities, fostering families' and kids' resilience, nurturing their physical and mental health, and providing critical early learning opportunities. Hundreds of bilingual multimedia tools to help kids and families enrich and expand their knowledge during the early years of birth through six, a critical window for brain development, are available online. These resources engage kids and adults in everyday moments and daily routines. In the last several years, NICWA has served as an advisor to Sesame Street in Communities. Panelists will discuss trauma-informed approaches to working with children and families and preview a variety of resources on topics like foster care, parental addiction, racial justice, and the Clutes Family, a traditional Mohawk family.

#### TUESDAY, APRIL 5, 3:00 P.M.-4:00 P.M. PT

#### **Child and Family Policy Update**

Presenters will share updates about policy that affects Native children and families. Litigation, legislation, and administrative policy and priorities will be addressed. Updates about *Brackeen v. Haaland* will also highlight communications strategies and how you can play a role in growing the network of support to protect the Indian Child Welfare Act.

73 of 21

#### WEDNESDAY, APRIL 6, 8:30 A.M.-10:00 A.M. PT

#### Indian Boarding Schools: Working Together for Meaningful Change

An essential part of the colonization process, separating Indigenous children from their families through boarding schools and then the public child welfare system is a sordid history that the U.S. shares with Canada, Australia, New Zealand, and other nations. Several organizations, dozens of communities, and federal government bodies are working to create opportunities for truth-telling and individual, family, and community healing from the century of Indian boarding school policies implemented in the U.S. Speakers will address their efforts to compile records; identify boarding school sites and human remains; collect testimony from survivors, tribes, and subject matter experts; make recommendations for legislation and administrative actions to address the impacts of federal Indian boarding school policies; and facilitate healing.

#### **Champion for Native Children Awardees**

#### 74 of 217

## **CONCURRENT PROGRAMMING**

#### **Annual Membership Meeting**

The Annual NICWA Membership Meeting is a place of connection, celebration, and recognition. NICWA is a membership-based organization, so we look to you, our members, for guidance, and we are grateful for your direction and support. The <u>40<sup>th</sup> Annual</u> <u>Protecting Our Children Conference</u> is in its third year being virtual. You are invited to join us for the Annual Membership Meeting, which will feature the following:

- Updates on the new slate of board members
- Recognition of NICWA's Member of the Year
- Networking opportunities
- Raffles!

ublic Packet

As is tradition, we will be raffling off a couple of amazing items. We will also be raffling off a Pendleton blanket for members who complete this **<u>survey</u>**.

Thank you for supporting NICWA with your membership! Please join us at **3:00 p.m. on Monday, April 4, 2022,** for the membership meeting; we hope to see you there.





#### National Day of Prayer for Native Children

#### TUESDAY, APRIL 5, 2022 | 7:30 A.M.-8:15 A.M.

As advocates for Native children gather for NICWA's 40<sup>th</sup> Annual Conference, we invite Native communities and our partners nationwide to join together in a National Day of Prayer for Native Children. Please join us online for this respectful gathering, or host a safe, socially distanced event in your community to demonstrate support for all Native children.

#### 75 of 21

## **CHAMPIONS FOR NATIVE CHILDREN**

#### 2022 Champion for Native Children (Individual): Cristi Heath (Choctaw)

Cristi Heath is a member of the Choctaw Nation and has worked for the Oklahoma Department of Human Services for over 17 years, where she currently supervises Oklahoma's shelter team and several group homes, oversees a portion of the intellectual disability process, and participates in a multidisciplinary team. Cristi's primary focus is kinship, and her passion is to re-establish Native youth with family whenever possible and at every stage of a case. Though Cristi is not an assigned tribal worker, and she does not carry or oversee caseloads, her organizational leadership and advocacy of kinship care creates positive change for Native children who are able to be placed with family thanks to her efforts, and she models fierce

advocacy for Native children for other social workers, encouraging replication of her successful work.



"Ms. Heath's number-one laser-focus goal is kinship. This means placing Native youth with family; culture, language, and ways of knowing must be preserved. Ms. Heath uses her position to advocate for Native youth fervently and unapologetically, and her work enhances ICWA by defining and continuing active efforts—specifically kinship placements through each step of a case. Ms. Heath's advocacy and leadership reaches every region in Oklahoma and may even reach beyond the state's borders through her role in kinship placement development with partner organizations."

-Marsha Johnson, Supervisor, Oklahoma Department of Human Services

#### 2022 Champion for Native Children (Organizational): Carrier Sekani Family Services



Public Packet

Carrier Sekani Family Services (CSFS) was founded with the intent of advancing the self-governing of human services by the Carrier and Sekani First Nations peoples, and for 30 years, the agency has offered culturally relevant services to children and families of 11 member nations in Northern British Columbia. CSFS operates through a community-based model that works with First Nations leadership to

meet the needs of Carrier and Sekani peoples as well as non-Indigenous peoples who live in the vast region of Northern BC. CSFS is renowned for its development and provision of culturally responsive and accessible services that promote the well-being and self-determination of the nations it serves. It offers a broad array of family and health services that work collaboratively to improve holistic care coordination and wraparound preventative services, its child welfare model honors Carrier and Sekani approaches to raising and caring for children, and its research programs work to protect and revitalize Indigenous knowledge. CSFS's culturally safe, innovative, and holistic services make it a center of excellence for Indigenous service provision in and beyond Northern British Columbia.

"I was a young child welfare worker in Prince George when Carrier Sekani Family Services was founded, and remember Warner Adam and his thensmall team opening their doors for the first time and visioning a thoughtful and holistic future for their children and other children in Northern BC. Now, some 30 years later, when people ask me for an example of a high-quality First Nations holistic and culturally based service provider, I refer them to Carrier Sekani Family Services."

-Cindy Blackstock, Executive Director, First Nations Child and Family Caring Society



## **WELCOME FROM HOST SPONSOR**

**Public Packet** 



For more than 15 years, the Seminole Tribe of Florida has partnered with NICWA as a Host Sponsor of this conference.

This year, the Tribe wishes to celebrate its collaboration with 17<sup>th</sup> Circuit Court Judge Izquierdo.

Dependency Judge Jose Izquierdo has worked in tandem with the Seminole Tribal Court to ensure ICWA is upheld, and the tribe's sovereignty is respected. One step was to schedule ICWA hearings at the Tribal Court on the Seminole Tribe Reservation. Conducting the hearings on the Reservation was very significant, in that it provided tribal members a level of comfort being in familiar surroundings at their Tribal court house. As Judge Izquierdo points out, "Dependency court is therapeutic in nature and has as its goal, the reunification of children and their families."

Thank you Judge Izquierdo for your work and thank you Seminole Tribe of Florida for your support.

76 of 217

## **SPONSORS**

#### **Host Sponsors**



**Four Directions** 



Ann.

**Public Packet** 





Sacred Circle







TIM

77 of 217

# SPONSORS

#### **Morning Star**



**Public Packet** 









78 of 217









#### **Council of Friends**

















## NICWA

National Indian Child Welfare Association Protecting Our Children • Preserving Our Culture

> 5100 S Macadam Ave Suite 300 Portland, OR 97239 (503) 222-4044 info@nicwa.org

> > nicwa.org









NICWA



@NativeChildren

@NativeChildren @

@nicwa1983

N

NICWA

General Travel Information					
Name of Traveler	Sara Shahin-Kesti	Sara Shahin-Kesti			
Legal name as it appea	ars on Travelers Driver's	License or State ID, no nic	cknames		
Employee Number					
Destination City	Reno, NV				
Departure date	04/02/2023	Return date	04/06/2023		
Purpose of travel National Indian Child Welfare Confernce (NICWA)					
Charged GL Account 001.4245022.000.701000.000 BIA-ICW-TC					

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 69.00

#### **Cost Estimate Information**

Personal Automobile Mileage Expenses

Total miles		Multiply by the Mileage rate \$ .625		\$ 0.00	
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 69.00	0.75	1	\$ 51.75
Per Diem full day at o	destination	\$ 69.00	1.00	3	\$ 207.00
Per Diem for return ti	ravel date	\$ 69.00	0.75	1	\$ 51.75
Included meals total					
Miscellaneous expen	ses: taxi,				
parking, fees, etc.					
Sub-Total = Travel Advance			\$ 310.50		
Lodging including roo and hotel parking	m, taxes, fees,	\$ 114.00		4	\$ 456.00
Airfare					\$ 1,059.00
Luggage Fees					\$ 0.00
Car Rental					\$ 0.00
Registration					\$ 522.50
Allowable price adjustment			\$ 500.00		
Sub-Total = Virtual Card				\$ 2,537.50	
Total Cost Estimate	Total Cost Estimate				\$ 2,848.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

#### Signatures / Approvals

	Signature	Date
Traveler		
Supervisor		

General Travel Information				
Name of Traveler	Melissa Detrie			
Legal name as it appea	ars on Travelers Driver's I	License or State ID, no nic	cknames	
Employee Number				
Destination City	Reno, NV			
Departure date	04/02/2023	Return date	04/06/2023	
Purpose of travel National Indian Child Welfare Confernce (NICWA)				
Charged GL Account 001.5245236.000.701000.000 Title IV-B Grant - 100% Grant Funded				

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 69.00

#### **Cost Estimate Information**

Personal Automobile Mileage Expenses

Total miles		Multiply by the Mileage rate \$ .625		\$ 0.00	
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 69.00	0.75	1	\$ 51.75
Per Diem full day at o	destination	\$ 69.00	1.00	3	\$ 207.00
Per Diem for return ti	ravel date	\$ 69.00	0.75	1	\$ 51.75
Included meals total					
Miscellaneous expen	ses: taxi,				
parking, fees, etc.					
Sub-Total = Travel Advance			\$ 310.50		
Lodging including roo and hotel parking	m, taxes, fees,	\$ 114.00		4	\$ 456.00
Airfare					\$ 1,059.00
Luggage Fees					\$ 0.00
Car Rental					\$ 0.00
Registration					\$ 522.50
Allowable price adjustment			\$ 500.00		
Sub-Total = Virtual Card				\$ 2,537.50	
Total Cost Estimate	Total Cost Estimate				\$ 2,848.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

#### Signatures / Approvals

	Signature	Date
Traveler		
Supervisor		

General Travel Information					
Name of Traveler	Roxann Pazdera	Roxann Pazdera			
Legal name as it appea	ars on Travelers Driver's I	License or State ID, no nic	cknames		
Employee Number					
Destination City	Reno, NV				
Departure date	04/02/2023	Return date	04/06/2023		
Purpose of travel National Indian Child Welfare Confernce (NICWA)					
Charged GL Account 001.5245236.000.701000.000 Title IV-B Grant - 100% Grant Funded					

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 69.00

#### **Cost Estimate Information**

Personal Automobile Mileage Expenses

Total miles		Multiply by the Mileage rate \$ .625		\$ 0.00	
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 69.00	0.75	1	\$ 51.75
Per Diem full day at o	destination	\$ 69.00	1.00	3	\$ 207.00
Per Diem for return to	ravel date	\$ 69.00	0.75	1	\$ 51.75
Included meals total					
Miscellaneous expen	ses: taxi,				
parking, fees, etc.					
Sub-Total = Travel Advance				\$ 310.50	
Lodging including roo and hotel parking	m, taxes, fees,	\$ 114.00		4	\$ 456.00
Airfare					\$ 1,059.00
Luggage Fees					\$ 0.00
Car Rental					\$ 0.00
Registration					\$ 522.50
Allowable price adjustment			\$ 500.00		
Sub-Total = Virtual Card				\$ 2,537.50	
Total Cost Estimate					\$ 2,848.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

#### Signatures / Approvals

	Signature	Date
Traveler		
Supervisor		

General Travel Information					
Name of Traveler	Lea Padron	Lea Padron			
Legal name as it appea	ars on Travelers Driver's I	License or State ID, no nic	cknames		
Employee Number					
Destination City	Reno, NV				
Departure date	04/02/2023	Return date	04/06/2023		
Purpose of travel National Indian Child Welfare Confernce (NICWA)					
Charged GL Account 001.5245311.380.701000.000 Kinship Grant 100% Grant Funded					

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 69.00

#### **Cost Estimate Information**

Personal Automobile Mileage Expenses

Total miles		Multiply by the Mileage rate \$ .625		\$ 0.00	
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 69.00	0.75	1	\$ 51.75
Per Diem full day at o	destination	\$ 69.00	1.00	3	\$ 207.00
Per Diem for return ti	ravel date	\$ 69.00	0.75	1	\$ 51.75
Included meals total					
Miscellaneous expen	ses: taxi,				
parking, fees, etc.					
	Sub-Total = Travel Advance			\$ 310.50	
Lodging including roo and hotel parking	m, taxes, fees,	\$ 114.00		4	\$ 456.00
Airfare					\$ 1,059.00
Luggage Fees					\$ 0.00
Car Rental					\$ 0.00
Registration					\$ 522.50
Allowable price adjustment			\$ 500.00		
Sub-Total = Virtual Card					\$ 2,537.50
Total Cost Estimate	1				\$ 2,848.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

#### Signatures / Approvals

	Signature	Date
Traveler		
Supervisor		

General Travel Information					
Name of Traveler	Vaughn Doxtater	Vaughn Doxtater			
Legal name as it appea	ars on Travelers Driver's	License or State ID, no nic	cknames		
Employee Number					
Destination City	Reno, NV				
Departure date	04/02/2023	Return date	04/06/2023		
Purpose of travel National Indian Child Welfare Confernce (NICWA)					
Charged GL Account 001.5246360.005.701000.000 FSP Block Grant - 100% Grant Funded					

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

\_\_\_\_\_

Per Diem rate per day (meals)	\$ 69.00
-------------------------------	----------

#### **Cost Estimate Information**

Personal Automobile Mileage Expenses

Total miles		Multiply by the Mileage rate \$ .625		\$ 0.00	
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 69.00	0.75	1	\$ 51.75
Per Diem full day at o	destination	\$ 69.00	1.00	3	\$ 207.00
Per Diem for return ti	ravel date	\$ 69.00	0.75	1	\$ 51.75
Included meals total					
Miscellaneous expen	ses: taxi,				
parking, fees, etc.					
	Sub-Total = Travel Advance			\$ 310.50	
Lodging including roo and hotel parking	m, taxes, fees,	\$ 114.00		4	\$ 456.00
Airfare					\$ 1,059.00
Luggage Fees					\$ 0.00
Car Rental					\$ 0.00
Registration					\$ 522.50
Allowable price adjustment			\$ 500.00		
Sub-Total = Virtual Card				\$ 2,537.50	
Total Cost Estimate					\$ 2,848.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

#### Signatures / Approvals

	Signature	Date
Traveler		
Supervisor		

General Travel Information					
Name of Traveler	Kimberly Nicholls				
Legal name as it appea	ars on Travelers Driver's I	License or State ID, no nic	knames		
Employee Number					
Destination City	Reno, NV				
Departure date	04/02/2023	Return date	04/06/2023		
Purpose of travel National Indian Child Welfare Confernce (NICWA)					
Charged GL Account 001.5245236.000.701000.000 Title IV-B Grant - 100% Grant Funded					

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 69.00

#### **Cost Estimate Information**

Personal Automobile Mileage Expenses

Total miles		Multiply by the Mileage rate \$ .625		\$ 0.00	
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 69.00	0.75	1	\$ 51.75
Per Diem full day at o	destination	\$ 69.00	1.00	3	\$ 207.00
Per Diem for return ti	ravel date	\$ 69.00	0.75	1	\$ 51.75
Included meals total					
Miscellaneous expen	ses: taxi,				
parking, fees, etc.					
	Sub-Total = Travel Advance			\$ 310.50	
Lodging including roo and hotel parking	m, taxes, fees,	\$ 114.00		4	\$ 456.00
Airfare					\$ 1,059.00
Luggage Fees					\$ 0.00
Car Rental					\$ 0.00
Registration					\$ 522.50
Allowable price adjustment			\$ 500.00		
Sub-Total = Virtual Card				\$ 2,537.50	
Total Cost Estimate					\$ 2,848.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

#### Signatures / Approvals

	Signature	Date
Traveler		
Supervisor		

General Travel Information						
Name of Traveler	Julie King					
Legal name as it appea	ars on Travelers Driver's I	License or State ID, no nic	knames			
Employee Number						
Destination City	Reno, NV	Reno, NV				
Departure date	04/02/2023	Return date	04/06/2023			
Purpose of travel National Indian Child Welfare Confernce (NICWA)						
Charged GL Account 001.4245022.000.701000.000 BIA-ICW-TC						

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 69.00

#### Cost Estimate Information

Personal Automobile Mileage Expenses

Total miles	niles Multiply by the Mileage rate \$ .625				\$ 0.00
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 69.00	0.75	1	\$ 51.75
Per Diem full day at o	destination	\$ 69.00	1.00	3	\$ 207.00
Per Diem for return to	ravel date	\$ 69.00	0.75	1	\$ 51.75
Included meals total					
Miscellaneous expen	ses: taxi,				
parking, fees, etc.					
		Sub-Total = T	ravel Adv	ance	\$ 310.50
Lodging including roo and hotel parking	m, taxes, fees,	\$ 114.00		4	\$ 456.00
Airfare					\$ 1,059.00
Luggage Fees					\$ 0.00
Car Rental					\$ 0.00
Registration					\$ 522.50
Allowable price adjus	\$ 500.00				
	\$ 2,537.50				
Total Cost Estimate					\$ 2,848.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

#### Signatures / Approvals

	Signature	Date
Traveler		
Supervisor		

General Travel Information					
Dakota Webster	Dakota Webster				
ars on Travelers Driver's I	License or State ID, no nic	knames			
Employee Number					
Reno, NV					
04/02/2023	Return date	04/06/2023			
Purpose of travel National Indian Child Welfare Confernce (NICWA)					
Charged GL Account 001.4245022.000.701000.000 BIA-ICW-TC					
	Dakota Webster ars on Travelers Driver's I Reno, NV 04/02/2023 National Indian (	Dakota Webster ars on Travelers Driver's License or State ID, no nic Reno, NV 04/02/2023 Return date National Indian Child Welfare Co			

#### GSA (General Services Administration) Rates are linked on SharePoint under Employee Resources

Per Diem rate per day (meals)	\$ 69.00

#### **Cost Estimate Information**

Personal Automobile Mileage Expenses

Total miles		Multiply by the Milea	age rate	\$ .625	\$ 0.00
Description		Rate	Factor	Days	Total
Per Diem for initial tra	avel date	\$ 69.00	0.75	1	\$ 51.75
Per Diem full day at o	destination	\$ 69.00	1.00	3	\$ 207.00
Per Diem for return ti	ravel date	\$ 69.00	0.75	1	\$ 51.75
Included meals total					
Miscellaneous expen	ses: taxi,				
parking, fees, etc.					
		Sub-Total = T	ravel Adv	ance	\$ 310.50
Lodging including roo and hotel parking	m, taxes, fees,	\$ 114.00		4	\$ 456.00
Airfare					\$ 1,059.00
Luggage Fees					\$ 0.00
Car Rental					\$ 0.00
Registration					\$ 522.50
Allowable price adjus	\$ 500.00				
	\$ 2,537.50				
Total Cost Estimate					\$ 2,848.00

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance in not cleared within 10 calendar days after my travel return date, the Nation has the authority to withhold any advanced funds from future wages.

#### Signatures / Approvals

	Signature	Date
Traveler		
Supervisor		

Approve one (1) requested action - CDC # 20-101 Museum Relocation

#### **Business Committee Agenda Request**

1.	Meeting Date Requested:	01/25/23
2.		t qualify under §107.4-1. bose or type justification.
3.	Requested Motion: Accept as information; OR One action noted on attached memo.	
4.	<ul> <li>Areas potentially impacted or affect</li> <li>Finance</li> <li>Law Office</li> <li>Gaming/Retail</li> <li>Other: Describe</li> </ul>	ted by this request: Programs/Services MIS Boards, Committees, or Commissions

#### 5. Additional attendees needed for this request:

Tina M. Jorgensen – GSD Director Stacy S. Coon – Museum Director Name, Title/Entity OR Choose from List Name, Title/Entity OR Choose from List

Supporting Documents:		
Bylaws	Fiscal Impact Statement	Presentation
Contract Document(s)	Law	Report
Correspondence	Legal Review	Resolution
Draft GTC Notice	Minutes	Rule (adoption packet)
Draft GTC Packet	MOU/MOA	Statement of Effect
E-poll results/back-up	Petition	Travel Documents
Other: CIP Budget Activat	ions 2023	
Budget Information:		
Budgeted – Tribal Contrib	ution 🔄 Budgeted – Gran	t Funded
Unbudgeted	Not Applicable	
Other: Describe		
Submission:	Mark W. Powless Digitally sign Date: 2023.07	ed by Mark W. Powless 1.17 10:26:24 -06'00'
Authorized Sponsor:	Mark W. Powless, General Mar	nager
Primary Requestor:	Paul J. Witek – Engineering Dir	rector/Senior Architect
	<ul> <li>Bylaws</li> <li>Contract Document(s)</li> <li>Correspondence</li> <li>Draft GTC Notice</li> <li>Draft GTC Packet</li> <li>E-poll results/back-up</li> <li>Other: CIP Budget Activat</li> </ul> Budgeted – Tribal Contrib <ul> <li>Unbudgeted</li> <li>Other: Describe</li> </ul> Submission: Authorized Sponsor:	Bylaws       Fiscal Impact Statement         Contract Document(s)       Law         Correspondence       Legal Review         Draft GTC Notice       Minutes         Draft GTC Packet       MOU/MOA         E-poll results/back-up       Petition         Other: CIP Budget Activations 2023         Budget Information:         Unbudgeted         Other: Describe         Submission:         Mark W. Powless         Authorized Sponsor:

Engineering Department Division of Public Works



January 16, 2023

#### **Business Committee Agenda Request - Memo**

Project No.: 20-101 Project Title: Museum Relocation

#### **Purpose:**

The project team is seeking activation of the project's Capital Improvement Process (CIP) funding allocation.

#### Background:

The project proposes to relocate the Oneida Nation Museum from its present location into a remodeled and expanded facility at 760 Airport Drive (HWY 172).

The Business Committee approved the project's Concept Paper on June 23, 2021 and approved the project's CDC Approval Package on September 28, 2022.

The project has approved funding from the Capital Improvement Process Budget as follows: Approved FY2021 CIP Budget - \$ 150,000; Approved FY2022 CIP Budget - \$ 300,000. This funding was used for creation of the Business Plan and concept design.

The project has funding allocated in the Approved FY2023 CIP Budget - \$ 3,833,000. This funding will be used for design, some initial construction activities, and exhibit planning. Additional funding will be requested in the FY2024 CIP Budget for construction, exhibit fabrication, and Furniture, Fixtures & Equipment (FF&E).

#### Attachments:

• CIP Budget Activations 2023.

#### **Action Requested:**

1. Activation of \$3,833,000 from the FY2023 CIP Budget for CIP #20-101 Museum Relocation.

#### Public Packet

#### **CIP BUDGET ACTIVATIONS 2023**

Revised: 01/12/23

Project No.	Project Title	CIP \$ App'd FY 2023	Activated Amount	Date Activation Approved	Unactivated Balance	Notes
13-011	Oneida Nation High School	250,000			250,000	A
16-011	Oneida Recreation Complex	250,000			250,000	А
19-002	One Stop - E-EE Replacement	1,264,000	1,264,000	01/11/23	0	А
20-101	Museum Relocation	3,833,000			3,833,000	А
21-105	Orchard - Storage Building	724,000			724,000	А
TOTALS:		6,321,000	1,264,000		5,057,000	

#### Adjustments

Notes:

A. Funding source: Tribal Contribution

Review the Sportsbook Rules of Play and determine next steps

#### **Business Committee Agenda Request**

1.	. Meeting Date Requested: 01/2	5/23
2.	A. Session: Open Executive – must qua Justification: <i>Choose</i>	
3.	<ul> <li>Requested Motion:</li> <li>Accept as information; OR</li> <li>Enter the requested motion related to this</li> </ul>	: item.
4.	<ul> <li>Areas potentially impacted or affected</li> <li>Finance</li> <li>Law Office</li> <li>Gaming/Retail</li> <li>Other: Describe</li> </ul>	<ul> <li>by this request:</li> <li>Programs/Services</li> <li>MIS</li> <li>Boards, Committees, or Commissions</li> </ul>

#### 5. Additional attendees needed for this request:

Name, Title/Entity OR Choose from List Name, Title/Entity OR Choose from List Name, Title/Entity OR Choose from List Name, Title/Entity OR Choose from List

6.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Oneida House Rule Sportsbook	es:	
7.	Budget Information:		
	Budgeted – Tribal Contribution Budgeted – Grant Funded		ant Funded
	Unbudgeted	🔀 Not Applicable	
	Other: Describe		
8.	Submission:		
	Authorized Sponsor: Mark Powless, OGC - Chairman		nan

Primary Requestor:	Ivory Kelly, OGC-Regulatory Compliance Manager

#### **Oneida Business Committee Agenda Request**

#### **Cover Memo:**

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

Gaming Management requested revisions to Oneida House Rules: Sportsbook:

January 10, 2023 the Oneida Gaming Commission accepted the proposed revisions.

The OGC has prepared this document to set forth the Nation's tribal minimum internal controls that will guide gaming operations and assist internal audit to ensure and maintain the integrity and security of gaming operations.

Action Requested: Accept the revisions to Oneida House Rules: Sportsbook with no requested revisions.

\*\*\*Please Note (OBC ACTION OPTIONS)\*\*\*

Per the Chief Counsel memo dated February 27, 2018, regarding appropriate OBC action for Rules of Play Revisions, the motion for this request would be as follows:

"Accept the notice of the Oneida House Rules: Sportsbook approved by the OGC on January 10, 2023, 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 the Oneida House Rules: Sportsbook in accordance with sections 510.6-14(d)(3)(C); or
(c) Directs notice to the Gaming Commission that the Oneida Business Committee repeals the Oneida House Rules: Sportsbook in accordance with sections (i).

#### Public Packet

From:	Ashley M. Blaker
То:	Kateri N. Wheelock; Derrick R. King; Jessalyn M. Harvath; Kayukwaliyo J. Danforth
Cc:	GamingCommission Compliance; Michelle M. Braaten; Tamara J. Vanschyndel; Ashley M. Blaker
Subject:	Notification: ROP - Oneida House Rules Sports Book - Rules of Play 12.28.22
Date:	Tuesday, January 10, 2023 4:30:28 PM
Attachments:	image001.png
	Oneida House Rules Sports Book - Rules of Play 12.28.22.pdf

## DATE:01/10/23FROM:Mark A. Powless Sr.SUBJECT:ROP - Oneida House Rules Sports Book - Rules of Play 12.28.22

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. ROP - Oneida House Rules Sports Book - Rules of Play 12.28.22

If you have any further questions please feel free to contact the OGC Chair Mark Powless Sr. via email <u>mpowles5@oneidanation.org</u> or at 497-5658.

Yaw^ko, Ashley Blaker

Administrative Assistant Oneida Gaming Commission PO Box 79 Oneida WI 54155-0079 Phone: (920) 497-5850 OGC Fax: (920) 496-2009 Backgrounds Fax: (920) 490-8048



A good mind. A good heart. A strong Fire.

This email and any attachments may contain confidential information and is solely for the intended recipient(s). Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: To: Cc: Subject: Date: Attachments:	Jessalyn M. Harvath Ivory S. Kelly; Kateri N. Wheelock; GamingCommission Compliance Tamara J. Vanschyndel; Derrick R. King; Ryan J. Northway; Fawne M. Rasmussen RE: House Rules Update Friday, January 6, 2023 12:40:57 PM image003.png
Subject:	•
Date:	Friday, January 6, 2023 12:40:57 PM
Attachments:	image003.png
	image006.png
	image007.png
	Oneida House Rules - Rules of Play 12.28.22.docx
	image002.png
	indecoz.prie

Good afternoon

The change is a result of the acknowledged contradictory rules listed below (point IX.E and IX.V), within the Golf section of Oneida Sportsbook House Rules:

## **IX.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.

**IX.V** Golf Futures. If a golfer withdraws before the start of a tournament all futures bets will be action unless otherwise specified. Once a player tees off on the first hole all future wagers on that specific player will stand.

See additional fundamental points supporting Oneida's decision.

- 1. IGT strongly recommends the elimination of rule IX.E.
- 2. Oneida Sportsbook is in alignment with IGT's universal House Rules and
- 3. Oneida Sportsbook aligns with Sportsbook Industry Standard (how the risk management feed grades the events).

If the Oneida Sportsbook maintains rule IX.E; Oneida Sportsbook is responsible to hand pay tickets, unsettle and resettle events. This is tedious and may result in increased priority audits and variances. It is in our best interest to observe and adhere based on the Risk Management feed and IGT universal house rules.

If you require additional details, please feel free to contact Sports Betting Management. We are more than happy to assist.

Have a terrific weekend!

Jessalyn Harvath Profit Center Director Oneida Casino Office 920-429-3413 Cell 920-713-8002

Jharvath@oneidanation.org



Official Casino of the Green Bay Packers

From: Ivory S. Kelly <ikelly@oneidanation.org>
Sent: Friday, January 6, 2023 11:44 AM
To: Kateri N. Wheelock <ksmith1@oneidanation.org>; GamingCommission\_Compliance
<GamingCommission\_Compliance@oneidanation.org>
Cc: Tamara J. Vanschyndel <tvansch1@oneidanation.org>; Derrick R. King
<DKING3@oneidanation.org>; Jessalyn M. Harvath <jharvath@oneidanation.org>; Ryan J. Northway
<rnorthwa@oneidanation.org>
Subject: RE: House Rules Update
Importance: High

Good morning,

Can you please provide the reasoning for the change(s) being made? The OGC needs to ensure that reasoning for regulatory changes are understood and documented before accepting and/or rejecting them.

Thank you,

IVory Kelly Compliance Manager Oneida Gaming Commission 920-496-5668 Ikelly@oneidanation.org Another day another slay

From: Kateri N. Wheelock <<u>ksmith1@oneidanation.org</u>>
Sent: Wednesday, December 28, 2022 3:03 PM
To: GamingCommission\_Compliance <<u>GamingCommission\_Compliance@oneidanation.org</u>>
Cc: Tamara J. Vanschyndel <<u>tvansch1@oneidanation.org</u>>; Derrick R. King
<<u>DKING3@oneidanation.org</u>>; Jessalyn M. Harvath <<u>jharvath@oneidanation.org</u>>; Ryan J. Northway
<<u>rnorthwa@oneidanation.org</u>>
Subject: House Rules Update

Good Afternoon,

Attached is the latest change to the House Rules. Please see attached. We are respectfully requesting you to please forward to OGC as soon as possible.

Thank you,

#### Katerí Wheelock

Gaming Compliance Specialist 920-494-4500 ext. 3052 <u>ksmith1@oneidanation.org</u>



**ONEIDA CASINO** 

SPORTSBOOK RULES OF PLAY

#### TABLE OF CONTENTS

I.	In General1
II.	Wager Information; Acceptance and Redemption of Wagers1
III.	Official Results in General
IV.	Auto Racing
V.	Baseball
VI.	Basketball10
VII.	Boxing/MMA14
VIII.	Football17
IX.	Golf
X.	Hockey
XI.	Soccer
XII.	Table Tennis
XIII.	Tennis
XIV.	Esports
XV.	Olympics
XVI.	In-Play Wagers
XVII.	Voids/Cancellations40
XVIII.	Pay Charts41
XIX.	Parlays & Teasers
XX.	Mobile Wagering Accounts41
XXI.	Prohibited Participants43
XXII.	Patron Questions and Complaints
XXIII.	Acceptance of Disclosed Terms and Liabilities44

#### **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.

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/payout or aggregate wagers/payouts placed for \$3,000.00 or more. – 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 on parlays and teasers where the odds are 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. In addition, the Oneida Casino Sportsbook will not accept any wagers related to any player/participant injuries in any event or market.
- **E.** The Oneida Casino Sportsbook does not accept wagers on Wisconsin collegiate teams, if the team selected for a wager does not win, patron will not be paid.
- **F.** The Oneida Casino Sportsbook does not accept wagers from patrons who place wagers for the benefit of another for compensation. (i.e. messenger betting)
- **G.** Past-Posting and other voids. While The Oneida Casino Sportsbook employs its most reasonable endeavors to ensure the best user-experience, should a market be available for betting when it should have been removed or else with incorrect odds, The Oneida Casino Sportsbook reserves the right to void all bets accepted within said circumstances in accordance with these house rules. Similar situations include, but are not limited to:
  - 1. Pre-game Betting
    - a) Betting effected after the event has started,
    - **b)** Betting effected after a related event was underway and where conditions could have been altered in a direct and indisputable way.
  - 2. Live betting

a) Betting effected at incorrect price due to delayed or failing "live" coverage;

**b)** Betting effected on particular offers after these have occurred, or else after an event which could normally be deemed as leading to the outcome has happened or is happening (e.g. bets placed on offers such

as Total Goals Scored or Next Goal while a penalty is being taken, or has been awarded);

c) Betting effected on odds which represented a different score than the actual score.

#### 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.
- **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 nineinning 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.
- J. "Error" is a mistake, misprint, misinterpretation, mishearing, misreading, mistranslation, spelling mistake, technical hazard, registration error, transaction error, manifest error, force majeure and/or similar. Examples of errors include, but are not limited to

**1.** Bets accepted during technical problems that would otherwise not have been accepted;

- 2. Bets placed on events/offers that have already been decided;
- 3. Bets on odds containing incorrect participants;

4. Bets placed at odds that are material different from those available in the general market at the time the bet was placed;

5. Bets offered at odds which reflect and incorrect score situation; or else,

**6.** Odds being clearly incorrect given the change of the event occurring at the time the bet was placed.

**K.** In the event a bet sees two or more competitors tied for the same winning positions (according to the terms of the bet), the "Dead Heat Rules" apply.

1. Dead Heats are calculated by dividing the Bet Amount by the number of players tied for the position, then multiplying by the original odds taken to calculate the proper payout.

a) Example:

#### Public Packet Oneida Casino Sportsbook

(1) You bet \$50 wager on a golfer to place in the Top 10 at +150 odds. Five golfers tie for  $10^{\text{th}}$  place including the golfer you wagered on.

- (2)  $\$50 \div 5 = 10$
- (3)  $10 \ge 150 \text{ odds} (2.5) = \$ 25.00 \text{ payout}$
- (4) \$25.00 payout + \$50 wager = \$75 total payout

#### 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

#### Public Packet Oneida Casino Sportsbook

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 <sup>1</sup>/<sub>2</sub> 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  $\frac{1}{2}$  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 ( $6\frac{1}{2}$  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  $\frac{1}{2}$  if the home team is ahead) for 9 inning games, or to 7 innings (6  $\frac{1}{2}$  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.

1. In the event, that the All-Star Game does not go into extra innings but is decided by a Home Run Derby the Winner of the Derby will have one (1) run added to its score and this run will count towards the game total. Example of the Home Run Derby scenario: If the score is 3-3 after nine (9) innings the team winning the Home Run Derby will win the game 4-3.

### C. **Pre-Game Baseball Wager Rule.** Baseball wagers are accepted in the following manner:

1. 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. Wager must meet the minimum length of play as specified above.

2. 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.

**3. 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.

4. Team to score first: Settled on the first score of the game. Bets stand even if game is not completed. Extra Innings count.

5. Team to score last: Settled on the last team to score. Game must go  $8\frac{1}{2}$  innings in 9 inning games, or  $6\frac{1}{2}$  innings in 7 inning games for bets to stand.

6. Highest Scoring Inning: Bet on which inning will produce the most runs. Dead heat rules apply. Game must go  $8\frac{1}{2}$  innings in 9 inning games, or  $6\frac{1}{2}$  innings in 7 inning games for bets to stand.

7. First 1/3/5/7 Inning Markets: Specified number of innings must be completed for bets to stand.

**8.** 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 <sup>1</sup>/<sub>2</sub> if home team is leading). If any game is cancelled or stopped before the completion of 8 <sup>1</sup>/<sub>2</sub> 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.
- **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.

1. In the event, that the All-Star Game does not go into extra innings but is decided by a Home Run Derby the Winner of the Derby will have one (1) run added to its score and this run will count towards the game total. Example of the Home Run Derby scenario: If the score is 3-3 after nine (9) innings the team winning the Home Run Derby will win the game 4-3.

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. Baseball Futures List

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)

# Public Packet Oneida Casino Sportsbook

110 of 217 Rules of Play

- 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.

# Public Packet Oneida Casino Sportsbook

- **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. <u>Live Basketball Rules</u>

1. Markets do not consider overtime unless otherwise stated.

# Public Packet Oneida Casino Sportsbook

- 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

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, 9<sup>1</sup>/<sub>2</sub> 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 8<sup>th</sup> 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.
- 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 offered 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.

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.

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. Players are not required to be active Week 1 for these.

**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

**ONEIDA CASINO SPORTSBOOK** 

**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)
  - **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. 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.
  - **F.** Match play Winning Margin: Winning bets must predict the winning margin in the relevant match play event. The official result counts for settlement purposes.
  - **G. 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

# Public Packet Oneida Casino Sportsbook

other player will be deemed the winner. If all players withdraw or are disqualified during the specified round then bets will be refunded.

- H. 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.
- I. Round Leader Markets: Bets will be settled after the specific round has been completed. Dead heat rules apply.
- J. 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.
- K. 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.
- L. 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.

# Public Packet Oneida Casino Sportsbook

- **M. 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.
- N. 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.
- **O.** 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.
- **P. Top Nationality Markets:** Only the players listed within these markets count. Bets on non-runners will be refunded.
- **Q.** 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.
- **R. 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.
- S. 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.
- **T. Bogey Free Round.** Bets will be losers if the player scores a bogey or worse on any hole.
- U. Golf Futures. If a golfer withdraws before the start of a tournament all futures bets will be action unless otherwise specified. 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.

**ONEIDA CASINO SPORTSBOOK** 

# 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
- 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

# **Public Packet**

**ONEIDA CASINO SPORTSBOOK** 

#### 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

 For wagering purposes, unless otherwise stipulated in individual Soccer sports wager rules, results are official after 90 minutes of play plus injury time.
 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+)

**ONEIDA CASINO SPORTSBOOK** 

- **RULES OF PLAY**
- 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.

Lead after x points: Who will have most points after the listed number of 4. 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.

Race to x points: Winner being the team/player who reaches the specified 5. points tally first. Should neither team reach the total, and a 'Neither' option is not offered, then bets on that market will be refunded.

Who will win Nth point: Betting on who will win the named point. 6. Should the point not take place, bets will be refunded.

Tournament Winner: Team/Player to win the named tournament. Should 7. 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

Date/Site Changes. If a match is postponed your bet will stand provided the Α. match is rescheduled to take place before the end of the tournament. In the event of a change of venue, playing surface or change from indoor court to outdoor or vice versa, all bets remain action.

#### Minimum Length of Play. В.

If there is a walkover, retirement, disqualification, or abandonment at any 1. time after the start of the match, the player progressing to the next round will be deemed the winner. If a match is abandoned before the match has begun, all bets are "no action".

2. A tennis match is deemed to have started with the first serve of the match

#### С. **Pre-Game Tennis Wager Rules**

Match betting: A wager on one or more specified players(s) versus one or 1. 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.

If a match does not reach a natural conclusion, any markets (besides match 2. 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.

Set Betting: The full number of sets required to win the match must be 3. 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 game is defined as an ordinary game (not a tie break) which is a) completed on the same day that it commenced.

If a game is completed after an interruption for any reason that b) game shall be deemed to be complete for betting purposes.

If a game is completed by the awarding of a penalty point by the c) 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

# Public Packet

- 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. Following the completion of at least 1 full set, whoever is declared the winner of the match will be considered the winner for betting purposes. For all game spreads and game totals, the match must be completed in full for these bets to have action.

## 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:

**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.

# Public Packet 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 RE	DUCE TO NEX	T LEVEL	
-			int Basketball			
2	3	4	5	6	7	8
-120	+140	+200	+350	· +500	+700	+1000
	TIES REDUCE TO NEXT LEVEL					
			oint Basketball	Topsor Days To	hlo Totals inc	luded
2	3	4	oint Basketball 5	feaser Pay Ta	pie - Totais inc 7	1uaea 8
-125	3 +135	4	+300	+450	+650	+900
-125	+132	+190				+900
	TIES REDUCE TO NEXT LEVEL					
		6 Po	int Basketball	Teaser Pay Tak	le - Totals Incl	uded
2	3	4	5	6	7	8
-140	+120	+180	+280	+400	+600	+800
-140	+120	+100	.200	1400	1000	1000

- 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. 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.

2. Off-the-board maximum off the board parlay payoff limit/Cap is 299:1.

**3.** A parlay bet will be reduced to the next number of teams played if any of the games result in a betting tie or if any of the games are postponed or cancelled. If this parlay consists of two team in the above situation, the remaining game becomes a straight bet.

**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. Teaser bets are governed by the same rules as parlay bets. The only exception is the two team teaser. If one of the games result in a betting tie, there is no action and the wager will be refunded.

#### XX. Mobile Wagering Accounts (When Applicable)

A. Account holder must be at least 21 years of age.

# Public Packet Oneida Casino Sportsbook

- **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.
- **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.

- **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 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.

# Public Packet

#### **ONEIDA CASINO SPORTSBOOK**

**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 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 patron is not satisfied with the resolution of a dispute offered by Gaming Management, the patron may contact the Oneida Gaming Commission at P.O Box 79, Oneida, WI 54155.

#### 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.

Last updated December 28, 2022.
Accept the UW-Madison Stroke Prevention in the Wisconsin Native American Population update report

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 1/25/23
2.	Session: Open Executive – must qualify under §107.4-1. Justification: Choose or type justification.
3.	Requested Motion:
	Accept as information; OR Enter the requested motion related to this item.
	Accept as information for the UW-Stroke Prevention Team update to the Oneida BC
4.	Areas potentially impacted or affected by this request:
	Law Office
	Gaming/Retail Boards, Committees, or Commissions
	Other:
5	Additional attendees needed for this request:

Name, Title/Entity OR Choose from List

# 146 of 217

6.	Supporting Documents:		
	☐ Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
		Legal Review	Resolution
	Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other:		
7.	Budgeted – Tribal Contrib		t Funded
	Unbudgeted	Not Applicable	
	└── Other:		
8.	Submission:	Mark W. Powless Digitally sign Date: 2023.0	ned by Mark W. Powless 1.10 08:34:57 -06'00'
	Authorized Sponsor:	Mark W. Powless, General M	anager 🔽
	Primary Requestor:		

## Project: "Stroke Prevention in the Wisconsin Native American Population"

### Update to the Oneida Business Committee

### January 9, 2023

The "Stroke Prevention in the Wisconsin Native American Population" is a partnership between the Oneida Comprehensive Health Division (OCHD) and the University of Wisconsin-Madison Stroke Team (UWMST).

To date, the OCHD-UWMST team has enrolled 120 participants. 119 participants completed baseline studies. Of the participants enrolled, 100 are high risk for stroke (51 randomized to coaching, 49 randomized to standard of care and 19 are low risk controls), 94 are female and 25 are male.

#### Update to December 2022 Report

The team has had an abstract accepted to the American Heart Association Epidemiology, Prevention, Lifestyle & Cardiometabolic Health Conference. The Abstract will be presented as a poster at this conference on March 1, 2023. Once the Abstract is presented, the Madison Stroke Team and the OCHD team will present the Abstract in writing to the Oneida Business Committee with our next quarterly update. Post one (1) vacancy - Oneida Land Claims Commission

# **Business Committee Agenda Request**

1.	Meeting Date Requested:	01/25/22	
2.	<b>General Information:</b> Session: X Open	Executive – must qualify Justification: Choose rea	•
3.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
	Correspondence	Legal Review	Resolution
	Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other: Describe		
	Budget Information:	<ul> <li>Budgeted – Grant Funded</li> <li>Other: <i>Describe</i></li> </ul>	Unbudgeted
5.	Submission:		
	Authorized Sponsor:	Lisa Liggins, Secretary	
	Primary Requestor:	Bonnie Pigman, Recording Cl	erk
	Additional Requestor:	(Name, Title/Entity)	
	Additional Requestor:	(Name, Title/Entity)	
	Submitted By:	BPIGMAN	

Oneida Nation Government Administrative Office PO Box 365 • Oneida, WI 54155-0365 oneida-nsn.gov



# Memorandum

TO: Oneida Business Committee

FROM: Brooke Doxtator, BCC Supervisor

DATE: January 10, 2023

RE: Post one (1) vacancy – Oneida Land Claims Commision

## Background

There is a vacancy on the Oneida Land Claims Commission (OLCC) that needs to be posted. The vacancy is due to the resignation of Sheila Shawanokasic on January 9, 2023. The vacancy is for term ending July 31, 2023.

## Action requested:

Post one (1) vacancy for the Oneida Land Claims Commission.

Accept the Big Bear Media FY-2023 1st quarter report

## **Business Committee Agenda Request**

Meeting Date Requested: 1/25/23		
Session: Open Executive – must qualify under §107.4-1. Justification: Choose or type justification.		
Requested Motion:		
Accept as information; OR Enter the requested motion related to this item.		
Areas potentially impacted or affected by this request:		
Law Office		
Gaming/Retail Boards, Committees, or Commissions		
Other:		
5. Additional attendees needed for this request: Name, Title/Entity OR Choose from List		
•		

Shane Archiquette Michelle Danforth-Anderson Debra Danforth Leslie Doxtator Tina Jorgensen Lisa Rauschenbach Nicole Rommel Jacqueline Smith Cheryl Stevens Shannon Stone



# 151 of 217

6.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
		Legal Review	Resolution
	Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other:		
7.	Budget Information:		
	Budgeted – Tribal Contrib	ution 🔄 Budgeted – Gran	t Funded
	Unbudgeted	Not Applicable	
	Other:		
8.	Submission:		
	Authorized Sponsor:	Mark W. Powless, General M	lanager 🔽

Primary Requestor: Lori Hill

# FY-2023 Quarter 1 Report

## GENERAL MANGER / BIG BEAR MEDIA (PRINT/MAIL/TOURISM/KALI)

## Status report of Outcomes/Goals

- 1. This report will focus on the operational sustainability for Big Bear Media/Print Operations. Printing has been an in-plant service that seeks outside customers and funding.
- 2. The top accomplishments: Average Print jobs 64 per month. Print and ship GTC mailers on time. TCSF equipment delivered. Kalihwisaks has great community response and has shipped on time since going monthly in September 2022. Tour request and provided into November 2022, with last tour for WI Corrections Agency on November 15, 2022.
- 3. Kalihwisaks continues to seek out technology to create media for on-line experience.

## Outcome/Goal # 1

Operational Sustainability BBM: Print Operation, Mail Center, Tourism & Kalihwisaks

MEASUREMENT: PRINT: FY19 – 8.5 Staff VS FY23 4 FTE, 1PT, & some external graphics help





## ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Quarter 1 FY23 Print YTD Sales projection was \$175,000, actual \$163,756 a variance of (\$11,244). All staff worked extremely hard to ensure that the GTC mailers and other projects went out on time including staff time off for the holidays. HP Latex Printer and cutter were installed and are now operational. The Intoprint envelope printer has been delivered but will be installed by the end of February 2023. The digital store front is being rolled out slowly to the organization as to adjust on the backend reporting and account set up for users.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL: In Progress digital store Implementation should be complete by March 2023.

GOAL CHALLENGES: Managing with limited staff.

## Outcome/Goal # 2

## Advancing On^yote?a.ka Principles

#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

**Veterans Memorial –** work was completed to fix the cracks, seal and place cap for water runoff. New solid letters were installed, and final step will be to install lights in the groove of the cap.

**\$2.6M obligated for the Amelia Cornelius Culture Park** – Work to finalize Veterans Wall area and design needs of the new DPW shed. Original location of the new DPW shed needed to be moved due to zoning issues and location by finger lake. New location will be where the old Cultural Heritage house will be. Design scope to be finalized in January 2023.

**Tours –** Final tours of the season concluded on November 15, 2022. Staff moved all furs and most items from the long house and log homes. Special tours with 2 groups of ASPIRO (work with adults with cognitive issues) provided firsthand insight of special needs seating, hands on display and other tour adjustments to be developed over the winter. This will expand our tour offerings to other types of groups including sight and hearing impaired.

WI Humanities Grant – Three Sisters teaching Resource packet was rolled out to some local area schools. Work will be done directly with the Green Bay school system and other meetings set for other local area school systems. Schools are extremely excited about the packet and are also looking for training that teachers could attend.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Continue work with local schools on the 3 Sisters Teaching Resources and share with Language Nest. Continued work with the Wildlife Sanctuary advertisement/panel project. Work will continue on the 200-year calendar of events and 2023 pow wow. Big Apple Fest in limbo with the determination of staff for FY23. Volunteer group assisted with Gordon Collection and will continue those efforts to load on-line materials in the exploreoneida.com timeline.

GOAL CHALLENGES: We could accomplish more with more staff.

## Outcome/Goal # 3

## Advance Forward using Technology

#### MEASUREMENT:

Project #1 New – Digital Store Front – FY22 Q4 began roll out, to be completed by end of March 2023

Project #2 – Installation of Latex printer – arrived working on firewall issues – to be operational in Q2

Project #3 – Update ExploreOneida.com and Kali websites. – complete and the next phase is to upload more Gordon Collection items and Elder Video data base. Three Sister Teacher Resource page was loaded and contains all materials for teachers who will not have the physical packet. Looking to expand to more digital media teacher resources in the future after more discussions with schools.

#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Kalihwisaks is continuing to utilize QR codes and videos where possible. Q2 Kali on-line will include a function where the pdf looks like pages turning.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

ExploreOneida.com will continue to expand media offerings to tribal members, and general public in the future. Big Bear Media will continue to reach out to departments to develop materials on programs, services, culture and history.

#### GOAL CHALLENGES:

Continues: Greatest impact is having very limited time to work with new technology.

#### Contact Info

CONTACT:	Michelle Danforth Anderson
TITLE:	Marketing & Tourism Director
PHONE NUMBER:	920.496.5624
E-MAIL:	mdanfor8@oneidanation.org
MAIN WEBSITE:	ExploreOneida.com FB: OneidaTourism













Accept the Comprehensive Health Division FY-2023 1st quarter report

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 1/25/23
2.	Session: Open Executive – must qualify under §107.4-1. Justification: Choose or type justification.
3.	Requested Motion: Accept as information; OR Enter the requested motion related to this item.
	Areas potentially impacted or affected by this request:   Finance Programs/Services   Law Office MIS   Gaming/Retail Boards, Committees, or Commissions   Other:   Additional attendees needed for this request: Name, Title/Entity OR Choose from List

Shane Archiquette Michelle Danforth-Anderson Debra Danforth Leslie Doxtator Tina Jorgensen Lisa Rauschenbach Nicole Rommel Jacqueline Smith Cheryl Stevens Shannon Stone



# 156 of 217

6. Supporting Documents:		
Bylaws	Fiscal Impact Statement	Presentation
Contract Document(s)	Law	Report
Correspondence	Legal Review	Resolution
Draft GTC Notice	Minutes	Rule (adoption packet)
Draft GTC Packet	MOU/MOA	Statement of Effect
E-poll results/back-up	Petition	Travel Documents
Other:		
7. Budget Information:		
Budgeted – Tribal Conti	ribution 🔄 Budgeted – Grai	nt Funded
Unbudgeted	Not Applicable	
Other:		
8. Submission:		
Authorized Sponsor	Mark W. Powless, General N	Manager 🔽

Primary Requestor: Lori Hill

# FY-2023 1st quarter report

# ONEIDA COMPREHENSIVE HEALTH DIVISION

Our vision is to provide the highest quality, holistic health care to ensure the wellness of OUR Oneida Community. A health system positioned to respond to current and future health challenges while protecting and promoting the holistic health and well-being of our Oneida Community. Services are provided to all members of Federally recognized Tribes in accordance with our Multi-Year Funding Agreement with the Department of Health and Human Services-Indian Health Service.

## Status report of Outcomes/Goals

```
Outcome/Goal # 1
```

**Enhance our workforce-** Engaging & Developing a Successful Workforce: Human Resource Service to Meet the OCHD Needs of the Division; Promotion of Health Careers; Enhance Employee Engagement.

#### MEASUREMENT:



#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

As of the first quarter of FY 2023, our current employee count is at 349. Prior to Covid-19, we were at 362 employees. We continue to have several positions throughout the Health Division that remain difficult to recruit and fill. However, we are working collaboratively with HRD to refine our recruitment tactics. We are meeting monthly with HRD to discuss difficult to fill positions and reviewing various options to attempt to attract qualified talent for the open positions. The OCHD/HRD Generalist Position has begun spending one day per week on site at the health center while completing her onboarding with HRD. This has been a collaboration with HRD and will hopefully enhance our recruitment efforts to fill positions expeditiously for the Health Division. We remain short staffed in specific areas of the division and these positions have been posted. Enhancing, engaging, and developing our workforce has continued to face some challenges throughout FY 2023, however we are continuing to look at various methods to engage our workforce and support their mental health needs during the pandemic. The results of the Mind Garden survey have been rolled out to the Directors/Supervisors who have been working with their departmental teams to develop goals and objectives for each of the specific areas identified within the survey results for their areas. All department supervisors to report back as part of their quarterly reports to the Executive Management Team on their goals and objectives and the status of where they are addressing each of their identified mitigation strategies within their areas. The Executive Management Team will then review the reports and can monitor for ongoing improvements as well as document the success for each individual area/department. The Engaging and Developing Team utilized aggregate data which was collected and put into categories with specific themes (i.e.: Communication, Leadership, Fairness, etc.) for each individual department. We are making progress with interviews and hiring for providers. Three new Nurse practitioners have been hired and 2 Pediatricians are expected to start after January 1, 2023. We continue to work on improving communication within the Division through enhancing employee engagement. We continue in our Incident Command Structure and have specific areas that continue to work on Staff Enhancement as well as communication. The Executive Management Team is in the final stages of their new strategic plan for the next 3 years which will be 2023 to 2025. The 9th OCHD Town Hall Teams meetings with all staff took place on December 14, 2022. The next meeting is tentatively scheduled for February 14, 2023. In addition, increased opportunities for student internships and clinical rotations for all health careers are being considered on a case-by-case basis. We are currently working on a Health Careers Fair to be held in April 2023 at the Oneida Nation Elementary School. The Comprehensive Health Division's Executive Management Team meets with the Human Resource Department on a guarterly basis and the HR Recruitment efforts meets monthly with OCHD.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Enhancement of our workforce allows Health care to be provided to the Oneida Nation and to meet our requirements to the Indian Health Services by providing our required programs, services, functions, and areas in accordance with our Multi-year Funding Agreement with the Department of Health Human Services/Indian Health Services. Continue to meet on a quarterly basis with the Human Resource Department. Continuing to improve our Workforce enhancement will have a direct impact on increasing out Access to Care for the community.

## Outcome/Goal # 2

Revitalizing Values-Driven Leadership: Enhance the Quality & Communication of our Leadership Team; Promote & Prioritize Decision Making of OCHD; Create a Communication Philosophy for OCHD.

MEASUREMENT:

## **OCHD VISION STATEMENT**

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

## OCHD COMMUNICATION PHILOSOPHY

The Comprehensive Health Division's Communication Philosophy is the belief that all forms of communication are timely, complete, concise, considerate, clear, and honest.



ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

The Executive Management Team continues to work on updating our 3-Year Strategic Plan for 2023-2025. We have collected input and feedback from Division Staff and will also be utilizing the data collected from the Burn out Survey to make changes to our Division plan as we move forward. The completed Strategic Plan will be introduced to the OCHD Staff at our next Town Hall Meeting in February. Community Health continues to work on their Strategic Plan to align with the OCHD Strategic Plan. All the areas within OCHD continue to work on the development of their Strategic Plans. The Comprehensive Health Division's Communication Philosophy is the belief that all forms of communication are timely, complete, concise, considerate, clear, and honest. The OCHD team continues their work on the development of an integrated comprehensive Health campus concept to expand services and the footprint of the existing OCHC. The Accreditation Association for Ambulatory Health Care (AAAHC) notified us on October 5, 2022 that we have received full accreditation through October 22, 2025.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The OCHD Team will continue to utilize the OCHD Strategic Plan to prioritize their decision making. The OCHD team continues their work on the development of an integrated comprehensive health campus concept to expand services and the footprint of the existing Oneida Community Health Center. The teams continue to meet, and the development of the business plan is moving forward. Wipfli and 7 Generations have met with our Executive Management Team, our Self-Governance team, and our Planning team to review their preliminary findings after assessing our current data in preparation to present to the Business (CIP). Our Project Manager, Dan Skenandore continues to work with the team on the integrated campus project as well as other small projects we have underway within the Health Division. This includes installation of the new Xray equipment which is has been delayed until January due to availability of equipment delivery. We are also in the process of revamping our HVAC systems in 3 of the Medical Clinic offices to allow us to accommodate 3 people in each office in preparation for our new providers. This will help to enhance improving access to care.

## Outcome/Goal # 3

Analyzing & Improving Health Technology: Improve Information Technology Services to meet OCHD Needs.

<u>MEASUREMENT</u>: The following figure demonstrates the percentage of time for DTS technology projects for the Health Division.



#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

The new lab system to replace DSM continues to move forward and is on schedule. In the

process of upgrading the Radiology machine from 2D to 3D imaging. Installation is delayed now to January due to product availability and delivery issues. Upgrading the Pharmacy Interactive Voice Response (IVR) process to a cloud-based service continues. We continue to add programs for Population Health Management (Care Manager and Central Worklist). Thus far, the following programs have been implemented; PreVisit - Chart Prep, Diabetes Care Coordination, and Primary Care Integration on the Medical side, Integrated Recovery Support Services, Medication Management, residential referrals, 3 chart status reviews and Safe Care Pathway on the Behavioral Health side. Teledoc a telehealth application project, continues to move forward. Document Management has been put on hold at the present time. Provider Flow faxing solution is in the testing phase to determine workflow changes. This will replace Biscom which is end of life. WISHIN (WI State Health Information Network) work continues to provide interoperability with other health information between entities. DocuSign is now fully implemented and working well throughout the OCHD. PolicyStat- SOP management software has been implemented and is live. Intelligent Contracts contract management solution continues to be implemented. Modio the Credentialing Software Solution for Healthcare is now live. Working on implementation of Envi the Inventory Management Software solution for OCHD most areas are ready to go live. Working replacing the Encore System for Purchased/ Referred Care and the vendor has been selected, just finalizing the contract. Continue to improve disaster recovery preparedness by doing departmental data recovery drills.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Optimizing Technology allows the Health Division to provide updated information of the areas, assists in developing Comprehensive Health Division reports and provides the Executive Management Team ability to address any issues/concerns pro-actively. We track customer feedback to continually monitor where there may be trends that need to be addressed and/or improve based upon the customer feedback. We will continue to monitor and track where improvements need to be made to continue to improve the quality of patient care. Efficiencies have been enhanced with the revision of workflows and Medical Triage Software is currently being reviewed to further improve workflows. Population Health initiative will assist in standardizing workflows and provide more updated information to teams for enhancing chronic disease management and provide actionable information for enhanced care management. Telehealth solution will enhance our ability to provide access to virtual care during the pandemic and beyond.

Contact Info CONTACT:	Debbie Danforth RN, BSN, Interim Medical Director Jay Kennard MD
TITLE:	Division Directors
PHONE NUMBER:	920-869-2711
E-MAIL:	ddanfort@oneidanation.org; jkennard@oneidanation.org
MAIN WEBSITE:	<u>Oneida Nation   Health (oneida-nsn.gov)</u>

## Photos (optional):



Oneida Comprehensive Health Division

Accept the Comprehensive Housing Division FY-2023 1st quarter report

## **Business Committee Agenda Request**

Shane Archiquette Michelle Danforth-Anderson Debra Danforth Leslie Doxtator Tina Jorgensen Lisa Rauschenbach Nicole Rommel Jacqueline Smith Cheryl Stevens Shannon Stone



# 165 of 217

6. Supporting Documents:		
Bylaws	Fiscal Impact Statement	Presentation
Contract Document(s)	Law	Report
	Legal Review	Resolution
Draft GTC Notice	Minutes	Rule (adoption packet)
Draft GTC Packet	MOU/MOA	Statement of Effect
E-poll results/back-up	Petition	Travel Documents
Other:		
7. Budget Information:		
Budgeted – Tribal Contril	oution 🔄 Budgeted – Grar	nt Funded
Unbudgeted	Not Applicable	
Other:		
8. Submission:		
Authorized Sponsor:	Mark W. Powless, General N	lanager 🔽

Primary Requestor: Lori Hill

# FY-2023 1st quarter report

COMPREHENSIVE HOUSING DIVISION/LISA RAUSCHENBACH, DIVISION DIRECTOR

Status report of Outcomes/Goals

Outcome/Goal # 1

Increase and enhance housing opportunities in FY 23 by reducing vacant unit turnaround times, improving and upgrading existing rental unit conditions, fulfilling planned residential development projects and providing Home Building Opportunities.

MEASUREMENT: Occupancy Rate = Number of Occupied Units/Number of Total Units



#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Comprehensive Housing services 447 units (346 income based, 101 general rentals, 26 Income-Based Rent to Own) of which 33 are currently vacant with 3 being slated for move in and 4 near completion. This is a 7.4% vacancy rate and a 92.6% occupancy rate. The goal of CHD is to get to a 95% occupancy rate which equates to 22 vacant units at any given time. The Maintenance/Rehab Area has placed an increased focus on quality of repairs and changing the old "band-aid" fixes mentality. This will ensure longer withstanding durable units with less repair times in the future. The shift has given staff a sense of pride and ownership with leaving units in conditions they are proud of. The Residential Sales & Realty Area held 2 Open Houses located on W882 Bain Road & W386 Crook Road. Staff held open houses, pre-qualified candidates and closed on them. Staff from this area also worked with the Kaliwisaks on a new Home Builders Opportunity advertisement to attract more applicants to the program and increase communication to the community.

Uskah Village Apartments – Construction started in November of 2022 for the construction of three 4-unit (2-bedroom) Townhomes.

Elder Village Cottages – Construction started in July of 2022 for (6) one- and two-bedroom homes in the Elder Village Neighborhood. The homes are at varying levels of completion ranging between 40% to 80%.

CHD is in the process for applying for a 2022 IHBG Competitive Grant to build 10 Rent to Own units and 1 townhome.

CHD is working with Planning to design and build proposed 24 market based general rental units.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

New strategies for how maintenance/rehab area handle certain processes are in progress. One new strategy involves pre-ordering for projects ahead. This should help with some of the backordering of materials and project organization so that when a crew begins a project, they are better equipped. This along with working on an inventory module system implementation are huge changes in efficiency.

Another process being worked on is how scopes of work are created, distributed and entered into the HDS system. Plans to have all staff trained on the new HDS upgrade are in process.

Vacant Residential Sale homes are continually being worked on to ready them for sale to for tribal members to bid on.

#### Outcome/Goal # 2

Increase communication with employees, customers, and the Community by focusing on improved relationships that promote trust, teamwork, and growth.

<u>MEASUREMENT</u>: Increased awareness by the community, tenants, lessees and employees on CHD's activities. Staff that will feel valued, trusted and work together for increased productivity, enhanced services and have overall better health. Employees that have a desire to grow individually and as a team.



<u>ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL</u>: Area Managers/Departmental Supervisors have worked hard to host regular and consistent staff meetings creating more communication and commitment with frontline staff. Residential Sales, Maintenance/ Rehab Area Manager diligently working with area supervisors on new processes, identifying inefficiencies and working to identify, determine and create career paths for all maintenance/rehab workers.

An all staff meeting was held on 12-21-22 to define and communicate FY'23 goals, division wide position changes and to recognize staff. Staff were intermingled in festivities to promote collaboration between warehouse and office staff.

Increased emails regarding events or programs have been sent to staff to help better prepare them for customer inquiries. Community Involvement Coordinators have been providing monthly activity schedules specific neighborhood centers for both staff and to have communicated on social media.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

CHD plans to continue to consistently share information with all staff and the community on CHD related news or upcoming events. This means having regularly scheduled staff meetings with each area to share information, work on division goals and to work on career paths for employees. Future goals include having quarterly/semi-annual staff meetings. There are future plans for CHD to organize workshops for tenants/lessees and the community on certain topics to assist in healthy family values.

#### Outcome/Goal # 3

Promoting strong & safe neighborhoods by integrating cultural awareness, providing supportive resources and administering policies and procedures that encourage healthy family values.

<u>MEASUREMENT</u>: Stronger & safer neighborhoods based on principles that are backed by healthy family values. Neighborhoods interested in keeping them crime free. CHD pro-actively providing information on supportive resources for those families needing services.

#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Comprehensive Housing's Outreach Area in conjunction with TAP, held several culturally related events at the Oneida Longhouse. On December 21, 2022, CHD in collaboration with TAP and Cultural Heritage hosted the 4th session of ceremony education with focus being on Mid-Winter ceremony. These cultural education sessions have brought many tribal members and some non-tribal members together to learn about ceremony etiquette and the details about the many different types of ceremonies. On December 6 & 29, 2022, CHD in collaboration with TAP and Recreation held our 3rd and 4th Park Olympic activities at the Civic and County H building. The focus was providing youth with physical fitness activities that may deter them from drug/alcohol use and other crime related activities. CHD's Residential Rentals Area recently hired a Tenant Case Worker. This hire is necessary so that it can be utilized as a resource for families in need of services for specific situations. This employee has started reaching out to tenants needing additional supportive resources and providing necessary CHD also met and is working with the Oneida Police communication to the tenants. Department on increased communication methods and work relationships between the two entities as well as updating the MOU between the two areas. The Residential Sales & Realty Area has worked with Neighborhood Works to communicate and work out a more efficient process for tribal members looking for Home Buying courses. Additionally, a process was created by Residential & Realty staff to provide welcome baskets which included a wide variety of household needs for all new Homebuyers. This area has also been working on Trust and fee land mortgages with the BIA and has been able to authorize and process over 100 mortgages this past quarter.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

CHD will continue to place a high emphasis on promoting strong and safe neighborhoods by providing information on supportive services where needed and creating an environment where

our tenants & lessees have the opportunity to learn more about the Oneida culture and our relationships with one another. Future plans include partnering with other departments and other areas of the Nation to better educate all community members on the Oneida culture.

## **Contact Info**

CONTACT:	Lisa Rauschenbach
TITLE:	Division Director
PHONE NUMBER:	920-869-6174
E-MAIL:	lrausche@oneidanation.org
MAIN WEBSITE:	https://oneida-nsn.gov/resources/housing/

## **Photos (optional):**



Teamwork



New Welcome Basket for Homebuyers

Accept the Digital Technology Services FY-2023 1st quarter report

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 1/25/23
2.	Session: Open Executive – must qualify under §107.4-1. Justification: Choose or type justification.
3.	Requested Motion:
	Accept as information; OR Enter the requested motion related to this item.
4.	Areas potentially impacted or affected by this request:   Finance   Programs/Services   Law Office   Gaming/Retail   Other:
5.	Additional attendees needed for this request: Name, Title/Entity OR Choose from List

Shane Archiquette Michelle Danforth-Anderson Debra Danforth Leslie Doxtator Tina Jorgensen Lisa Rauschenbach Nicole Rommel Jacqueline Smith Cheryl Stevens Shannon Stone



# 172 of 217

6.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
		Legal Review	Resolution
	Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other:		
7.	Budget Information:		
	Budgeted – Tribal Contrib	ution 🔄 Budgeted – Gran	t Funded
	Unbudgeted	Not Applicable	
	Other:		
8.	Submission:		
	Authorized Sponsor:	Mark W. Powless, General M	lanager 🔽

Primary Requestor: Lori Hill

# FY-2023 1st quarter report

# DIGITAL TECHNOLOGY SERVICES (DTS)



Status report of Outcomes/Goals

## Outcome/Goal # 1 Gaming Services

West Mason Casino Sportsbook

MEASUREMENT:

Increase in customers sports wagering and viewing experience at West Mason Casino.

#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

There are 53 TV displays throughout the casino, 1 video wall in the Lodge restaurant, 1 video wall near the new sportsbook cage. The new Sportsbook cage will allow customers to place wagers at the West Mason Casino.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

At the beginning of February there will be 10 kiosks placed throughout the West Mason Casino. Hiring will occur to staff the new Sportsbook at West Mason Casino. Future renaming of the Lodge restaurant is planned.



## Outcome/Goal # 2 Digital Infrastructure

## Oneida Nation Broadband Initiatives

#### MEASUREMENT:

The measurement is still to be determined but the key metric will most likely be the under and unserved households within the Oneida Nation reservation boundaries and how many of those households have been served with adequate and affordable broadband access.



## ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Communications Towers - Land Commission lease approvals, Memorandum of Understanding (MoU) with Nsight to establish partnership completed, Smart Nations Kickoff.

## EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

NTIA TBCP Round 1 Funding Determination, Wisconsin Public Service Commission Grant Application, Environmental Assessments kick-off, RFP for tower construction and equipment, NTIA TBCP Round 2 Notice of Funding (NOFO) kick-off, Smart City site visit, and Broadband Coordinator job description development.

## Outcome/Goal #3 Digital Solutions



MEASUREMENT: Increase Tribal Member access to Benefits utilizing Covid Relief Funds



ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Through the combined efforts of the Business Committee, General Managers Office and DTS; the Oneida Nation was able to distribute 3,467 (37%) more Holiday benefits than the 2021 Holiday distribution. This increase helped lift the burden of holiday expenses for more Oneida families in 2022.

• 2020 Food Gift Cards

o **\$1.59M** 

- 2021 Food Gift Cards
  - o \$4.69M
- 2022 Food & Gas Distribution Payments
  - o \$10.2M

## $\underline{\mathsf{Expectations}/\mathsf{future \ Plans \ Regarding \ The \ Outcome}/Goal}:$

DTS staff will continue to look for opportunities to automate manual processes to reduce labor hours and improve access to Programs and Services through the Oneida Nation.

Contact Info CONTACT:	DR. SHANE ARCHIQUETTE Title: CHIEF INFORMATION OFFICER
PHONE NUMBER:	949-516-1110
E-MAIL:	CUSTOMER_SERVICE_CENTER@ONEIDNATION.ORG
MAIN WEBSITE:	https://oneida.sharepoint.com/sites/TechnologyResources

## Photos (optional):



Josephine Skenandore, DTS Gaming Manager



Jason Doxtator, Manager of Network Services



Eric Bristol, Manager of Application Services

177 of 217



Dr. Shane Archiquette, CIO

Accept the Education & Training FY-2023 1st quarter report

## **Business Committee Agenda Request**

1.	Meeting Date Requested: 1/25/23		
2.	Session: Open Executive – must qualify under §107.4-1. Justification: Choose or type justification.		
3.	Requested Motion:		
	Accept as information; OR Enter the requested motion related to this item.		
4.	Areas potentially impacted or affected by this request: Finance Programs/Services Law Office MIS		
	Gaming/Retail     Gaming/Retail     Boards, Committees, or Commissions		
	Other:		
5. Additional attendees needed for this request:			
	Name, Title/Entity OR Choose from List		
	•		

Shane Archiquette Michelle Danforth-Anderson Debra Danforth Leslie Doxtator Tina Jorgensen Lisa Rauschenbach Nicole Rommel Jacqueline Smith Cheryl Stevens Shannon Stone



# 179 of 217

6.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
		Legal Review	Resolution
	Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other:		
7.	Budget Information:		
	Budgeted – Tribal Contrib	ution 🔄 Budgeted – Gran	t Funded
	Unbudgeted	Not Applicable	
	Other:		
8.	Submission:		
	Authorized Sponsor:	Mark W. Powless, General M	lanager 🔽

Primary Requestor: Lori Hill

# FY-2023 1st Quarter Report

# EDUCATION & TRAINING AREA

Status report of Outcomes/Goals

### Outcome/Goal # 1

Early Childhood Goal: Support Kindergarten readiness through curricula focused on cognitive, social-emotional, and physical domains.

#### PROGRAMS WORKING ON OUTCOME:

- CHILD CARE
- EARLY HEAD START
- HEAD START

#### MEASUREMENT:

#### Child Care:

This will be measured by staff observation and by using the Teaching Strategies Gold Child Assessment Portfolio. These tools and methods will help staff understand child interactions, knowledge, and skills to support the child's development and make appropriate referrals for further evaluation. Provided childcare and developed thirty-seven (37) child portfolios with teacher observations recorded for each child, weekly lesson plans to meet developmental needs.

We currently have 4 classrooms open with 45 children attending. We continue to have teacher recruitment issues.
Head Start/Early Head Start:

All Head Start/Early Head Start (HS/EHS) children's progress are tracked in an early education teaching database. Classrooms use Teaching Strategies Gold and Childplus software to track classroom and parental interactions. The below scores are being tracked for students to measure progress through the school year.



First quarter scores for "emerging" and accomplished" Kindergarten Readiness skills. For accomplished are as follows; Social-Emotional – 9.09%, Physical – 26.15%, Language – 33.33%, Cognitive – 3.03%, Literacy – 3.08% and Mathematics – 1.54%. The scores at the onset of the school year always reflect that the children are emerging or developing their knowledge skills and abilities in each of the kindergarten readiness skills. This school year we have several students that have already mastered the language skills needed for kindergarten. Through the school year the teachers will work with the student in one on one and group settings to help them learn the basics for kindergarten readiness. It is the goal to see all students "accomplished" scores improve by the end of the school year.



EHS home visiting program delivered 324 home visits during the first quarter and provided 8 group socialization experiences with 55 participants in attendance.

#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Child Care:

Served 45 children during the 1<sup>st</sup> quarter. 4027 meals/snacks were served to childcare children.

Four (4) children have transitioned during the 1<sup>st</sup> quarter. Transitions occur when children are age and developmentally ready for new challenges and with the parent's support. Due to Covid-19 restrictions there are thirty-seven (37) active child portfolios. Lesson plans are completed weekly by each classroom, they incorporate opportunities and experiences that children need to meet developmental expectations.

We have enrolled 3 new children to the program in the month of December. We are now at max enrollment due to staff shortages.

The toddler children enjoy playing with the sensory bags.



Head Start/Early Head Start:



104 children were served through this quarter in 4 HS classrooms, located at 3 Sisters and 1 EHS classroom. 6,798 meals were served to children.

Family Events:

October-2022-Berryland Pumpkin Patch





### Public Packet

November-Green Bay Children's Museum



#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Child Care:

Portfolios will continue to be updated each month as teachers observe new skills. Teachers will contact parents to report their child/children's progress. Lesson plans are completed weekly by each classroom that incorporate opportunities and experiences that children need to meet developmental expectations. Teachers are scheduled to receive additional training on the use of educational software to track learning progress.

Head Start/Early Head Start:

We have purchased additional math and literacy games and tools that are being sent home with the children each month for continued learning in the home setting. Parents have offered positive comments on the tools improving proficiency for students.

### How HAS THE COVID-19 PANDEMIC IMPACTED THE OUTCOME/GOAL:

Head Start/Early Head Start:

The pandemic and staffing shortages have required us to decrease our enrollments and to complete regular health screening checks which result in sending students home more often when symptomatic. We chose not to have smaller classrooms (A/B cohorts) this year and to have students attend five days a week. We have however, continued masking when students are present and when COVID community levels are high. This has proven to be a good strategy in minimizing the spread of not only COVID but RSV, colds, and flu. Students are spending more time in the classroom and we are optimistic that this will improve our outcomes for school readiness.

### Outcome/Goal # 2

Implement Individual Education Plans (IEPs) for children with educational disabilities

### PROGRAMS WORKING ON OUTCOME:

- ONEIDA EARLY INTERVENTION
- EARLY HEAD START
- HEAD START

#### MEASUREMENT:

Head Start/Early Head Start:

Head Start/Early Head Start had 12 children (20.5%) of our students on an Individualized Education Plan (IEP) or Individual Family Service Plan (IFSP) this past quarter. We continue to strive to be in compliance with the 10% of total enrollment slots being filled by children eligible for services under the Individuals with Disabilities Education Act (IDEA) federal law.

### Early Intervention:

The Early Intervention Program implements Individual Education Program goals and outcomes for children with educational disabilities. The Program also evaluates children who are referred to the program by health care providers and other community childhood programs. These services include developmental screens, evaluations and therapy services for disabled infants, toddlers, and young children.

### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Head Start/Early Head Start:

HS/EHS continue to work collaboratively with Oneida Early Intervention (OEI) to refer children with suspected disabilities for evaluation. 9 students were referred to OEI this quarter for further evaluation.

Early Intervention:

During the 1<sup>st</sup> quarter we received 34 referrals from our collaborating agencies which include Oneida Health Center, Head Start Programs, Social Service Programs and Child Care Centers. Of the 34 referrals, 9 were B-3 Infants and Toddlers. The remaining children have received evaluations or in the process of being screened.

All therapy services are in-person either at Early Intervention or at the child's preschool center. Each child receives services twice each week at their preschool centers, or once a week at Early Intervention for a longer session.

### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Head Start/Early Head Start:

Oneida Early Intervention will continue to provide speech, occupational and physical therapy service to enrolled HS/EHS students with disabilities or they will refer them out to local school districts if the needs of the child exceed what they can offer. Continued identification ad assessment of children suspected of having disabilities will occur. HS/EHS staff will individualize lesson planning for students on an IEP/IFSP.

Early Intervention:

Early Intervention has returned to in-person parent education trainings covering childhood disabilities. These sessions began in December and will continue until May 2023.

#### How has the COVID-19 PANDEMIC IMPACTED THE OUTCOME/GOAL:

Head Start/Early Head Start:

Children who were isolated during COVID are now presenting with more speech/language and articulation delays. The healthcare backlogs created during the pandemic have also resulted in delays for children with developmental disabilities.

Early Intervention:

The program has been successful in meeting the demands of in-person therapy service even through the COVID pandemic. However, we are struggling with onsite parent education programs.

### Outcome/Goal # 3

Students eligible for Youth Enrichment Services in elementary, middle, and high school are on track to graduate and Higher Education Scholarships are awarded for post-secondary education

### PROGRAMS WORKING ON OUTCOME:

- YOUTH ENRICHMENT SERVICES
- HIGHER EDUCATION

#### MEASUREMENT:

Youth Enrichment Services (YES):

YES staff educate, advocate, and provide mentoring services to American Indian students in grades Kindergarten to 12<sup>th</sup> in a school setting. The number of contacts made with students ensure they are on track to graduate as measured by attendance, grades, and social behaviors.

Y.E.S. Program	Unduplicated	Contacts	JOM* Eligible	Non-JOM
Month - FY	Count		Students	Eligible
2023				Students
October	525	2839	278	247
November	459	3350	270	189

December	359		2120	232	127
* IOM Johnson O'Malloy (IOM) Act through Purcay of Indian Education (PIE)					

<sup>•</sup>JOM=Johnson-O'Malley (JOM) Act through Bureau of Indian Education (BIE)

Higher Education:

Higher Education awarded 156 tribal members the Higher Education Scholarship.

Students Receiving the Higher Education Scholarship are at the following academic levels:

Freshman	61
Sophomore	49
Juniors	33
Seniors	43
Graduate	41
Doctorate	16

Higher Education Scholarships are funding the following degrees

Certificates8Technical Diploma8Associate Degrees39Bachelor's Degrees129Master's Degrees41Doctorate Degree18



### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Youth Enrichment Services (YES):

Seymour and Lombardi staff are working with Oneida Social Service Family Services staff to continue to provide services for students at the school site. YES Specialist(teacher) services resumed at West De Pere Middle School with the hiring of a new Specialist. The West De Pere Middle School Specialist also provides tutoring to the West De Pere High School students on a regular basis. YES staff assisted several of the YES school staff in arranging for participation in this fall's Husking/Harvest activities. YES staff also coordinated/assisted their schools in participating in Rock Your Mocs and other Native American Heritage month activities.

Higher Education:

Total of 243 Tribal members funded with Oneida Higher Education Scholarship.

### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Youth Enrichment Services (YES):

Continue to work with Oneida Nation programs to provide more support to meet the social/emotional needs of the students. Work with Oneida Language Revitalization and the Cultural Heritage staff to provide cultural programming for the YES students.

Higher Education:

With newly being developed College Comeback Program, we hope to have more tribal members taking advantage of Higher Education Scholarship in near future.

### How has the COVID-19 PANDEMIC IMPACTED THE OUTCOME/GOAL:

Youth Enrichment Services (YES):

Students continue to struggle with re-adjusting to in-school instruction, overcoming anxiety about academic progress and social interactions, family and staff concerns about the ability to find providers to assist with mental health challenges, school staffing shortages/unfamiliar substitute teaching staff. Many elementary level students who began school during the pandemic struggle with reading and math. YES Specialist vacancies continue to affect the program's ability to provide tutoring services at Seymour High School and Seymour Middle School. We were able to hire a Specialist for West De Pere Middle School. The Specialist at West De Pere Middle School also assists with tutoring at West De Pere High School.

### Higher Education:

Oneida Higher Education Scholarship was used less in past two years, as Covid issues affected existing and potential college students. As colleges are opening and the Higher Education Scholarship is back to GTC mandate amounts It is expected OHES annual student numbers will increase.

### Outcome/Goal # 4

Provide culturally sensitive vocational rehabilitation services to Native Americans with disabilities who reside on or near the Oneida reservation leading to gainful employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice to build individual self-sufficiency.

### PROGRAMS WORKING ON OUTCOME:

• Oneida Vocational Rehabilitation

### MEASUREMENT:

The program is seeking clients ages 14 and above for job exploration education, job training and retention. The program collaborates with several agencies and the State to offer work opportunities to Oneida and other federally recognized tribal members.

### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

The program currently has 12 transitional students and 5 adult clients. We currently have 2 clints on Individual Plans for Employment (IPE) and 5 in the IPE process.

### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The program will continue to actively recruit students 14 years and older for preemployment job skills exploration. In partnership with other State programs, we hope to offer opportunities to school-age disabled students.

### Contact Info

CONTACT:	Jacqueline Smith
TITLE:	Area Manager Education & Training
PHONE NUMBER:	920-869-4037
E-MAIL:	jsmith@oneidanation.org

Accept the Environmental, Health, Safety, Land, & Agriculture Division FY-2023 1st quarter report

### **Business Committee Agenda Request**

I. Meeting Date Requested: 1/25/23		
sions		

Shane Archiquette Michelle Danforth-Anderson Debra Danforth Leslie Doxtator Tina Jorgensen Lisa Rauschenbach Nicole Rommel Jacqueline Smith Cheryl Stevens Shannon Stone



### Public Packet

### 192 of 217

6.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
		Legal Review	Resolution
	Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other:		
7.	Budget Information:		
	Budgeted – Tribal Contrib	ution 🔄 Budgeted – Gran	t Funded
	Unbudgeted	Not Applicable	
	Other:		
8.	Submission:		
	Authorized Sponsor:	Mark W. Powless, General M	lanager 🔽

Primary Requestor: Lori Hill

# FY-2023 1st quarter report

### ENVIRONMENTAL HEALTH, SAFETY, LAND, AND AGRICULTURE

### Outcome/Goal # 1

Implement the Oneida Nation Food Sovereignty Strategic Plan using the action planning tools to identify areas needed for the outcomes of each objective, identify responsible staff, and create timelines to complete objectives.

MEASUREMENT:	FY 2023 1st Quarter Harvest
--------------	-----------------------------

Oneida Nation Farms		
Corn Grain	Bushels	88,673
Soybeans	Bushels	128,221
Corn Sileage	Tons	21,792
BeefWholesale	Animals	12
Bison Wholesale	Animals	3
FDIPR Beef - Hamburger	lbs	2,392
FDIPR Beef - Roast	lbs	944
FDIPR Bison - Ground	lbs	551
Elder Food Box Beef - Ring Bologna	lbs	1,605
Elder Food Box Beef - Hamburger	lbs	930

Tsyunhehkwa		
White Corn Harvested	Acres	11
Education Week	Students	500
Harvest Fest	Community	400
Employee Days	Employees	25
Volunteer Barter - Beef	lbs	350
Volunteer Barter - Eggs	Dozen	90
Volunteer Barter - Pantry Donation	Non-perish Items	307
Volunteer Barter - Tobacco	Bags	56
Elder Food Box - Bergamont	Bags	1,950
Elder Food Box - Beef	lbs	720

Oneida Nation Orchard		
Orchard Staff apples picked	Bushels	2,730
Pick Your Own	Bushels	1,700
2 Community Pick Your Own Days	Bushels	430
FDIPR Apples	Bushels	13
Elder Food Box	Bushels	350

Oneida Nation Cannery White Corn Production:		
Hulled	lbs	1,338
Dehydrated	lbs	770
Bread Flour	lbs	908
Mush Flour	lbs	1,187
Kan^stohale	Loaves	1,100
Oneida Health Center Order	Wellness Boxes	425
Community Processing	lbs	400
Boo Bash Trail Mix	Mini bags	600
Free Community Meal	Meals	400
Elder Food Box	Apple Butter/Sauce	1,605
Elder Food Box	Corn Mush	1,605

### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Oneida Nation Farm left 30 acres of standing corn in 2 locations to benefit wildlife during the Winter. This is due to involvement with the Conservation Stewardship Program (CRP) which will pay the Farm for this activity.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Practical visioning sessions to create a Vision and Mission for the Food and Agricultural Area will be completed in FY 2023. OCIFS - Wisconsin Partnership Program (WPP) Grant staff are participating in the 2023 Health Expo.

### Outcome/Goal # 2

Update the Integrated Resource Management Plan (Live, Sustain, Grow Plan) identifying goals and objectives and including the Rights of Nature Proclamation.

MEASUREMENT: Environmental Quality and Eco-Services Activities

	#of Activities
Wetland Technical Assistance	10
Survey Technical Assistance	15
Surface Water Assistance	14
Surface Water Quality Monitoring	10
Stormwater Inspection	13
Stormwater Compliance	9
Surface Water Restoration	12
Phase 1 AAI	15
NEPA	7
Natural Resource Technical Assistance	20
Land Use Review	3
Forestry Management Plan	8
Biological Monitoring	33
Public Health Site Visit	5
Food Handler Certification	14
Food Service License	10
Pet Licenses	8

### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Fox release at Coyote Run Natural Area on October 20, 2022: This event was in collaboration with the Green Bay Wildlife Sanctuary, Wildlife Rehabilitation Program. She was found in Oneida in a yard at 8 weeks old in May. She was hit by a car. Installed fencing at the Oneida Nation Farm on the perimeter of a 240-acre row cropped field to utilize the corn stubble, instead of plowing, for outwintering about 100 cattle. This practice improves soil health, reduces manure storage, and reduces feed and fuel costs. An estimated 200 lbs. of phosphorus will be reduced annually. Staff has met once to update the Live, Sustain, Grow, Plan with meetings scheduled into 2023.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

335 acres at the Oneida Nation Farm will be fenced in for rotational grazing for the cattle during Winter 2023.

### Outcome/Goal # 3

Acquire and manage Oneida Nation land for the benefit of the community and to strengthen the Oneida Nation's sovereignty.

#### MEASUREMENT:

Land Management Activities:

Conservation:

Land Acquired	Acres	218.39
Land into trust	Properties	13
Land Use Licenses	Files	10
Probates	Files	5
Probates	Hearings	2
Title Reports		19
Individual Trust	Files	4
Service Line Agreements	Files	4
Easements	Files	4

FY 2023 1 <sup>st</sup> Quarter Deer Harvest				
	Adult Doe	Doe Fawn	Adult Buck	Total
Bow	14	11	42	67
Gun	20	12	44	76
Muzzleloader	<u>3</u>	<u>19</u>	<u>14</u>	<u>36</u>
Total	37	42	100	179

### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

The properties that went into trust had improvements on them and the land equals 7.624 acres. Completed Land Use licenses for the seasonal snowmobile trail. 2 employees completed their TAAMS certification and picked up their cards. W586 Bain Road manure pit emptied and is inactive. Completed the demolition of the home and barn on 3703 Hillcrest Drive.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Complete the deactivation process of the manure pit at W586 Bain Road which will include filling and seeding the property. Employees will receive TAAMS training.

Contact Info CONTACT:	Nicole Rommel
TITLE:	Environmental Health, Safety, Land, and Agriculture Division Director
PHONE NUMBER:	920-869-4590
E-MAIL:	nrommel@oneidanation.org
MAIN WEBSITE:	https://oneida-nsn.gov/resources/environmental

<image>

Fox Release at Coyote Run Natural Area



Cattle Winter grazing at Oneida Nation Farms



Tsyunhehkwa Elder Husking

Accept the Governmental Services Division FY-2023 1st quarter report

### **Business Committee Agenda Request**

1.	Meeting Date Requested: 1/25/23
2.	Session: Open Executive – must qualify under §107.4-1. Justification: Choose or type justification.
3.	<b>Requested Motion:</b> Accept as information; OR Enter the requested motion related to this item.
	Areas potentially impacted or affected by this request:   Finance   Programs/Services   Law Office   MIS   Gaming/Retail   Boards, Committees, or Commissions   Other:   Additional attendees needed for this request: Name, Title/Entity OR Choose from List

Shane Archiquette Michelle Danforth-Anderson Debra Danforth Leslie Doxtator Tina Jorgensen Lisa Rauschenbach Nicole Rommel Jacqueline Smith Cheryl Stevens Shannon Stone



### Public Packet

### 198 of 217

6. Supporting Docume	nts:	
Bylaws	Fiscal Impact Stateme	ent Presentation
Contract Document	(s) 🗌 Law	Report
	Legal Review	Resolution
Draft GTC Notice	Minutes	Rule (adoption packet)
Draft GTC Packet	MOU/MOA	Statement of Effect
E-poll results/back-u	up Petition	Travel Documents
Other:		
7. Budget Information:		
Budgeted – Tribal C	Contribution Budgeted – C	Grant Funded
Unbudgeted	Not Applicab	le
Other:		
8. Submission:		
Authorized Spor	nsor: Mark W. Powless, Gener	ral Manager

Primary Requestor: Lori Hill

# FY-2023 1st quarter report

### GOVERNMENTAL SERVICES DIVISION

Status report of Outcomes/Goals

Outcome/Goal # 1

Develop an engaged and successful workforce.

### MEASUREMENT:

- 360' evaluations (phase 3)
- Succession planning
- Competency-based job descriptions linked to employee evaluations
- Improved employee morale recognition/employee incentive

### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

1. Policy for employee incentive is complete. Working with HRD to implement.

### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The community can expect a compassionate, understanding employee base that provides excellent customer service. GSD employees are more engaged. Employee retention will improve.

### Outcome/Goal # 2

Strengthen our efficiencies and effectiveness.

MEASUREMENT:

- Performance Standards for each department
- Quality improvement study outcomes

#### **PERFORMANCE MANAGEMENT SYSTEM**



#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

- 1. Performance Management GSD departments are identifying and entering their performance standards, collecting data, analyzing and reporting out quarterly.
- 2. Quality Improvement GSD departments that have performance standards not meeting targets are conducting Quality Improvement studies.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The community can expect program accountability and quality improvement. The Performance Management system will help Directors and Managers improve their services, determine the impact of their programs and services, and make data driven decisions to services and programs.

### Outcome/Goal # 3

Prioritize excellent customer service.

MEASUREMENT:

- Assessment of services from customer feedback
- Marketing Plan

ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

- 1. Customer Service GSD departments have created or modified their customer satisfaction surveys. Some have initiated the survey and some are preparing to. We will have an overall GSD satisfaction score for customer satisfaction.
- 2. Marketing Plan A small group of employees within Economic Support have taken the lead on creating a GSD Marketing Team to develop a Division-wide marketing plan. The team has developed a plan for how they will operate and will be developing marketing goals in their next steps.

### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

The community can expect the best customer service from GSD departments and employees. Customer Service SOP is in place. Customer Service model/training needs to be created in e-Learning and assigned to all GSD employees. Implement annual GSD Customer Service Training for all GSD employees.

### Outcome/Goal # 4

Create financial stability.

#### MEASUREMENT:

- Waivers for cash/in-kind match
- New grant resources/renewal approvals
- Revenue generation

### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

- Food Distribution received a tribal match waiver of 20% for the new funding cycle saving \$100,000 in tribal contribution.
- Family Services received a state grant called Targeted Safety Support Funds in the amount of \$70,000 with no match. This funding is focused on supporting keeping children in the home (vs. removal out of home care) by reducing financial barriers which may assist in reducing or eliminating safety concerns/risks.

EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL: We expect to use less tribal funds in GSD.

Contact Info	
CONTACT:	

Digitally signed by Tina Jorgensen, MS, RDN Date: 2023.01.13 09:17:00 -06'00'

TITLE: Governmental Services Division Director

Tina Jorgensen, MS, RDN

PHONE NUMBER: 920-490-3904

E-MAIL: tjorgens@oneidanation.org

MAIN WEBSITE: https://oneida-nsn.gov/divisions/governmental-services-division-2/

### Public Packet

Photos (optional):



Websters give large donation to the Giving Tree.

### **Business Committee Agenda Request**

1.	Meeting Date Requested: 1/25/23
2.	Session: Open Executive – must qualify under §107.4-1. Justification: Choose or type justification.
3.	Requested Motion: Accept as information; OR Enter the requested motion related to this item.
4.	Areas potentially impacted or affected by this request:   Finance   Programs/Services   Law Office   Gaming/Retail   Gaming/Retail   Other:   Additional attendees needed for this request: Name, Title/Entity OR Choose from List

Shane Archiquette Michelle Danforth-Anderson Debra Danforth Leslie Doxtator Tina Jorgensen Lisa Rauschenbach Nicole Rommel Jacqueline Smith Cheryl Stevens Shannon Stone



### Public Packet

### 204 of 217

6. Supporting Documents:		
Bylaws	Fiscal Impact Statement	Presentation
Contract Document(s)	Law	Report
	Legal Review	Resolution
Draft GTC Notice	Minutes	Rule (adoption packet)
Draft GTC Packet	MOU/MOA	Statement of Effect
E-poll results/back-up	Petition	Travel Documents
Other:		
7. Budget Information:		
Budgeted – Tribal Cont	ribution 🔄 Budgeted – Grai	nt Funded
Unbudgeted	Not Applicable	
Other:		
8. Submission:		
Authorized Sponsor	. Mark W. Powless, General N	Manager 🗾

Primary Requestor: Lori Hill

## FY-2023 1st Quarter Report GRANTS OFFICE - INTERNAL SERVICES DIVISION

### Status report of Outcomes/Goals

### Outcome/Goal # 1

### Enhance tribal services with external grant funding of \$5 million dollars per year.

MEASUREMENT: We use an excel spreadsheet to track our denied, approved, and pending grants.

ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

2018				
Funded Grants :				
TOTAL:	\$5,734,269.12	<mark>\$2,967,189.00</mark>		
2010				
2019				
Funded Grants:				
TOTAL:	<b>\$8,287,777.28</b>	\$2,340,381.00		
2020	FUNDED	DENIED		
Funded Grants :				
TOTAL:	<b>\$10,758,923.23</b>	<mark>\$11,819,796.00</mark>	2020	\$10,758,923.23
			2021	\$15,511,261.98
2021			2022	\$16,337,454.21
Funded Grants:			2023	\$12,069,437.53
TOTAL:	\$15,511,261.98	<mark>\$11,987,151.78</mark>	2024	
			TOTAL:	\$54,677,076.95
2022				
Funded Grants :				
TOTAL:	<mark>\$16,337,454.21</mark>	\$14,025,484.00		
2023				
Funded Grants :				
TOTAL:	<b>\$12,069,437.53</b>	\$3,662,826.00		

With a staff of 3, by end of this 1st quarter we show just over \$12 million in grant dollars that this office worked on in the capacity of research, planning, development, writing, modifications, extensions, signatures, uploads, etc. Our annual goal is \$5 million, and this amount has already exceeded our goal in this first quarter. We also have another \$4.4 million pending, and \$3.6 in denied. I would like a very special acknowledgment for the hard work of the Grant Office, Donald Miller and Marsha Danforth for their dedication. We have worked many long hours and with over 50 programs throughout the Nation to meet the needs of the community through external grants for our Nation before and during the pandemic.

### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Continue to provide grant writing services that bring in new and/or enhanced services to community members, as well as additional grand-funded job opportunities for the nation/community members. ARPA monies are going away, however some have provided for multiple years of services.

### Outcome/Goal # 2

To increase Oneida Nation staff knowledge by providing grants training to programs/departments in need. The Grants Office will be updating our goals as the Nation progresses. We will be looking more towards on-line/virtual training as well as those that need in-person training, but our focus will be on-line grant applications, submissions, and reporting. With this all online now, multiple systems are used and continually being updated. These systems can be confusing and therefore we found that we need to focus on this.

### MEASUREMENT:

### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

We have trained new or transferred staff as we move through the grants process of applying on an as-needed basis. We are training more staff on the on-line systems that we use.

### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

Due to current workloads and limited staff, our priorities are current and continuous deadlines. We will work on developing on-line systems directions for staff/programs to refer to when working on grants.

### Outcome/Goal # 3

### Provide administrative and fundraising support to the Oneida Youth Leadership Institute (OYLI): The Oneida Youth Leadership Institute is a 7871 charitable organization of the Oneida Nation located in Oneida, Wisconsin.

### MEASUREMENT:

Provide the avenue for contributors (corporations and individuals) to make taxdeductible contributions to youth organizations and provide funding opportunities that will help develop young Oneida leaders. We keep a log of all transactions, meetings minutes, disbursements, and communication.

### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Although board members workloads remain full, the Board has started to meet both virtually and in-person this past quarter with renewed enthusiasm. We have a board of 6, with 1 vacancy, and one board member waiting for a full board before leaving due to other obligations. The Board recently held 2 successful Listening Sessions with youth both in-person and virtually to gather youth's current input on their needs within the community. A third session with be held the end of January.

### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

With the information we gather through the listening session, we are planning a youth opportunity fair that will highlight all there is within our area for youth to participate in that will help them in becoming strong leaders, strong community members, and mentors to other youth. We are looking to invite inhouse and local youth groups, opportunities, events, etc. that are currently available to youth, and hope to hold this event next Spring.

Contact Info CONTACT:	Cheryl Stevens
TITLE:	Manager
PHONE NUMBER:	920-496-7331
E-MAIL:	cstevens@oneidanation.org
MAIN WEBSITE:	oneidanation.org



### PICTURES OF GRANT FUNDED PROJECTS:

Wisconsin Humanities Grant – Beg Bear Media: created 3 Sisters Cultural Resource education packets for 2<sup>nd</sup> & 3<sup>rd</sup> grades.

Accept the Public Works Division FY-2023 1st quarter report

### **Business Committee Agenda Request**

1.	Meeting Date Requested: 1/25/23
2.	Session: Open Executive – must qualify under §107.4-1. Justification: Choose or type justification.
3.	<b>Requested Motion:</b> Accept as information; OR Enter the requested motion related to this item.
	Areas potentially impacted or affected by this request:   Finance   Programs/Services   Law Office   Gaming/Retail   Gaming/Retail   Other:    Additional attendees needed for this request: Name, Title/Entity OR Choose from List

Shane Archiquette Michelle Danforth-Anderson Debra Danforth Leslie Doxtator Tina Jorgensen Lisa Rauschenbach Nicole Rommel Jacqueline Smith Cheryl Stevens Shannon Stone



### Public Packet

### 210 of 217

6.	Supporting Documents:		
	Bylaws	Fiscal Impact Statement	Presentation
	Contract Document(s)	Law	Report
		Legal Review	Resolution
	Draft GTC Notice	Minutes	Rule (adoption packet)
	Draft GTC Packet	MOU/MOA	Statement of Effect
	E-poll results/back-up	Petition	Travel Documents
	Other:		
7.	Budget Information:		
	Budgeted – Tribal Contrib	ution 🔄 Budgeted – Gran	t Funded
	Unbudgeted	Not Applicable	
	Other:		
8.	Submission:		
	Authorized Sponsor:	Mark W. Powless, General M	lanager 🔽

Primary Requestor: Lori Hill

## FY-2023 1<sup>st</sup> Quarter Report

### Public Works Division/Shannon Stone

Public Works currently includes the following areas/departments:

**Public Works Operations** – Administration, Automotive/Fleet Management, Facilities, Wells/Septic & Plumbing, Utilities, Custodial, Groundskeeping/Parks, Indian Preference

Community Development Area – Engineering, Zoning, GIS/Planning, Tribal Transportation

Outcome/Goal # 1

Develop operational workforce plans within each department and area of Public Works. The plans will address critical issues including staffing requirements, employee retention and development, and succession planning.

Retention of existing employees and recruitment of new employees has been a challenge for DPW leadership, especially the positions of custodians and groundskeepers. Several managers and essential positions are becoming critical as they approach retirement in most of the Public Works departments. Additional tools will become available with the development of Global Human Resources (GHR)over the next 1 to 5 years.

### MEASUREMENT:

- 1. Skill and knowledge requirements identified for each position.
- 2. Position Descriptions are current, identifying competencies and scope of the position.
- 3. Career paths are identified and communicated to the employees.
- 4. Training is identified for position development and advancement in three areas:
- a. Mandatory Training required by position, policy, or law.
- b. Continuing Education for employees to stay current in their area of expertise.
- c. Developmental Training including education and developmental tasks.
- 5. Training programs are provided that include identifying the competencies required for each position and a mechanism to evaluate progress of employees learning them.
- 6. Succession planning is in place identifying pools of interested employees in the event a strategic or essential position is vacated. Succession Planning will provide opportunities to potential candidates to gain knowledge and skills transfer from experienced employees to prepare them advancement into these positions.
- 7. Supervisors are engaged with employee employees through recognition and retention planning.
- 8. Staffing Plans are developed to identify staff levels and staff level requirements.

### **Public Packet**

#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

Services are delivered on a priority basis of Health and Safety first when only limited resources are available. Vacant strategic positions are being filled through interim reassignments whenever possible. This allows for employee development and retention of our current staff by offering career opportunities that match their goals.

Each area within DPW is identifying the skills and knowledge requirements for every position to determine skills gaps and education plans. We are examining positions from a current and future needs perspective. This is requiring changes to positions as we develop career paths that make sense to employees and encourage retention in positions that typically have higher turnover rates.

DPW is working with HR to develop workforce plans beginning with Groundskeeping, and Utilities departments. This process is moving slower than hoped due to holidays and availability of resources.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

- Utilize the new HR system to assign and track required training by position based on competencies identified for the jobs (Summer of 2023).
- Continue working with HR to complete the workforce planning process (Ongoing).
- Complete permanent reassignments for employees that are interim once they meet the minimum requirements of the position (Ongoing).
- Rewrite position descriptions. In each area there are positions that are changing due to technology and the labor market. We also have under skilled staff that were retained from passed reorganizations but were not retrained to be optimized for their current positions. As a result, their position descriptions were also scaled back but do not meet the needs of the organization. These need to be corrected (Ongoing)..
- Plans and initiatives have been delayed due shortage of staff and not having available time to dedicate for training, delays in implementing new systems to plan and track training, and the need to repost jobs that do not have applicants (Ongoing)..
- Annual training budgets need to be established to commit a reasonable amount of training per month or quarter for each position (Future).

### Outcome/Goal # 2

Create efficiencies, optimize the use of limited resources, enhance capabilities, and improve Customer Service by evaluating current processes. The focus is on utilizing technology, increasing collaboration, and creating new streamlined process flows to achieve this goal.

#### MEASUREMENT:

- 1. Evaluate DPW processes to streamline them for efficiencies
  - a. Develop and communicate an online Land use review process that can be used by all reviewers and create the various reports needed by Land Management, Development, Housing and the Land Commission.
  - b. Reduce time to process outstanding invoices to less than 45 days.
  - c. Evaluate technology and software to reduce technology deficit.
  - d. Integrate DPW systems into the main Enterprise Resource Processes (ERP).
- 2. Expand the access and use of GIS data.
  - a. Identify the long-term staffing needs of this area based on what data needs to be updated and maintained.
  - b. Utilize GIS to create the layers of information that will be useful to the varied users of the system.
- 3. Identify and incorporate other technologies.
  - a. Road and Parking lots can be monitored using software that can use cell phones to view and record deficiencies and attributes such as signage conditions, or lines in the parking lot.
  - b. Incorporation of data intelligence from services such as Pacer.ai to assist with strategic planning of infrastructure and business.
- 4. The number of GPS systems installed in Oneida Nation vehicles
  - a. The installation of GPS system in Oneida Nation vehicles will provide real time information on vehicle locations, documentation on driver use of vehicles to improve safety, data for optimizing scheduling, and vehicle data to track overall usage of the vehicle and maintenance need.
  - b. GPS is budgeted to be installed on 52 additional DPW vehicles in FY23.
  - c. Hire a Fleet Manager and establish new operating procedures.
- 5. Enhance communication.
  - a. Find opportunities to reach out to the Oneida community.
  - b. Develop informative packets for services to the community.
  - c. Provide opportunities for the community to give feedback to DPW.
  - d. Work to build internal cooperation and transparency to the organization.

#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

DPW and DTS have met a couple times with the vendor and staff to assess options for upgrading Archibus. Archibus is the primary technology for managing maintenance and work orders within DPW. It was determined the system is several upgrades out of date and would take a significant capital and time investment to bring it current. Some investment is needed in the near future as the supporting servers will become unsupported soon. We also want to integrate our inventory management and purchasing with the main ERP system to streamline processes and reduce paper use. This will possible once the current finance systems have been upgraded.

DPW is also continuing to work with Purchasing and Accounting to reduce outstanding invoices. At our current technology it is difficult to effectively manage the payment of invoices. Some invoices are processed only to reappear in following months. At times the administration of payments cost more than the original purchase. While we have identified what actions are needed in DPW to reach our goal and

have started to see positive results the technology we are using slows the process and creates potential for errors.

The most recent use of GIS technology was the creation of a storybook for the Oneida Health Campus Microgrid project. The technology was able to showcase arial views of the Health Center, the Turtle School, and other reservation locations to tell our story about Oneida. This storybook will be used in presentations to the community and grant sponsors for the microgrid project.

Tribal Transportation recently purchased software that will record road deficiencies such as cracks, potholes, and signs as users drive on the roads through the normal course of their days. The software will also grade the severity of any deficiencies to allow for maintenance planning. Groundskeeping is looking at the same software technology to manage parking lots.

### Outcome/Goal # 3

DPW is committed to provided excellent customer service internally and to the community at large. This will include developing lines of communication for two-way communications so we can hear and share what is important. Then develop action and monitoring plans to supplement current processes.

#### MEASUREMENT:

- 1. Develop an overall communication plan.
  - a. Determine who our various audiences are, their primary interests, how to communicate this information.
  - b. Develop listening plans to hear from different audiences.
- 2. Establish regular schedule for communications. For example, place a monthly article in the Kalihwisaks to highlight each DPW department over the year.

### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

DPW is working to develop the communication plan. Customer service is important and DPW has been working with internal customers to resolve issues. Most recently, we have been working with SEOTS to help establish working relationships in the Milwaukee area with qualified firms to manage facility maintenance and emergencies. There are challenges with this goal as the community at large is not generally a direct customer with a few exceptions. Still, everything we do to support the organization day to day and especially in emergencies has a direct impact on the community.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

- 1. Complete the communication plan by the end of March.
- 2. Begin a review of the information on DPW web pages on the Nation's website and update the information.
- 3. Work with boards/committees/commissions to keep them informed of projects and initiatives with DPW.
- 4. Establish baselines and monitoring processes for customer service.

#### Outcome/Goal # 4

Energy Management is another area we are working on. We are working to create a long-range vision and plan for the Nation's energy management.

#### MEASUREMENT:

- 1. Complete a review of past plans and accomplishments.
- 2. Update the most recent plan to current.
- 3. Open discussions on seven generation plan.
- 4. Develop plan and timeline.

#### ACCOMPLISHMENTS RELATED TO THE OUTCOME/GOAL:

This may be ambitious to create a 120-year plan. We have established a core energy team consisting of people from multiple areas. These participants are already involved in planning of the Health Campus Microgrid project and integration of electric vehicles with the Oneida Fleet, Oneida business strategies, and the community.

The Health Campus Microgrid would provide power to the Health Care Center, the Airport Drive day care center, and Anna John. This has the potential to be expanded in the future and will provide reliable emergency power in the event of a natural disaster or loss of utility power. Anticipated completion of this project would be three to five years.

The energy team is putting together an RFP to examine a transition of the Oneida Nation vehicle fleet to electrical vehicles, and to provide guidance to support non-fleet vehicles and business strategies for profit entities of the Nation. To support this RFP grant funding from the Economic Development Administration will be used. In addition, we will seek a grant from the Public Service Commission. We anticipate a complete transition to electric vehicles with the Oneida Fleet will take a minimum of 15 years.

#### EXPECTATIONS/FUTURE PLANS REGARDING THE OUTCOME/GOAL:

- 1. Develop a goal statement for energy management in 2045.
- 2. Work with Community Development to determine the future energy needs.
- 3. Work with Retail, and Gaming to determine strategies for incorporating electric vehicles.
- 4. Share information with the community and get their thoughts.
- 5. Work with Engineering, Facilities, and division leaders as we plan construction of campuses and other structures.
- 6. Coordinate with boards, committees, and commissions on infrastructure development.

#### SEE BUILDING DEMOLITION REPORT ON NEXT PAGE

### **CIP# 07-009 - Building Demolitions**

### **Project Description:**

Demolish any applicable building(s) required when numerous building deficiencies and problems exist that make their use not economically viable and/ or the presence of the unoccupied structure poses a liability exposure to the Nation. Locations are per the approved demolition listing.

### **Current Status:**

In progress activities and remaining demolition projects:

- **3703 Hillcrest Drive** The existing office/ house was demolished in the early part of November. DPW performed the barn demolition throughout December and is continuing to general site clean up. Demo is 95% complete.
- **894 Riverdale Drive** DPW can start demo activities once crew becomes available.

#### Notes:

- 1. Upon completion of the above locations, the demolition listing would be complete.
- 2. W386 Crook Road Nation does not own. In individual trust.
- 3. 3140 Jonas Circle Structure was re-evaluated and has been decided to renovate in lieu of demolish.
- 4. W1774 CTY Rd. EE Barn & Silo Currently being re-evaluated to determine if the existing barn and silo should remain on property. Outcome will determine how project proceeds.

The properties listed below have been demolished and work is complete:

- N6522 CTY Road. E Completed 7/28/21
- N7890 Cooper Road Completed 10/6/21
- 4045 Hillcrest Drive Completed 10/19/21
- W132 Service Road Garage—Completed 10/27/21
- 1200 Orlando Drive Completed 12/31/21
- 1156 Riverdale Drive Completed 2/18/22
- 1160 Riverdale Drive Completed 2/4/22
- W2458 CTY Rd. EE Completed 3/4.22
- 2686 West Point Road Completed 4/1/22
- 2908 Commissioner Street Completed 6/30/22
- 2611 & 2621 Dorn Court Completed 9/15/22
- 3703 Hillcrest Drive, House Completed 11/2/22

### Schedule:

Approvals - As required Bidding– As required Demolition - Continued Progress

### **Project Partners:**

Engineering, DPW, Land, Zoning, CHD, Purchasing, Legal Office.

Oneida Engineering Department

ONEIDA

STATUS REPORT

**Building Demolitions** 

### **CIP# 07-009 - Building Demolitions**

### **PROGRESS PHOTOS:**

### 3703 Hillcrest Drive—Barn







Oneida Engineering Department DEVELOPING A COMMUNITY OF WELL-BEING THAT IS UNIQUELY ONEIDA

Date: 12/29/22