

Ordinance 03-14

An Ordinance to amend the Elder Needs-Based Supplemental Income Program guidelines as reflected in the attached Exhibit A and to formally acknowledge the current maximum payment amount to eligible Band Members at \$535.00 per month. The Band Assembly reserves the right to change the maximum monthly benefit, and to make any other necessary amendments at any time.

The District I, District II and District III Representatives jointly introduce the following Bill on the 24th day of October, 2013.

Preamble

The Band Assembly of the Mille Lacs Band of Ojibwe has determined that it is necessary and appropriate to amend the Band's Elder Needs-Based Supplemental Income Program guidelines, attached hereto as Exhibit A, and to formally acknowledge the current maximum program payment of \$535.00 per month to eligible Band Members. The Band Assembly further acknowledges that through passage of Ordinance 39-13 on October 4, 2013, the elected officials of the Mille Lacs Band of Ojibwe added funds to an endowment fund for the purpose of sustaining the long-term viability of this Elder Needs-Based Supplemental Income Program.

Title I

Section 1. In sub-section 1.2 of Section I. (Program Summary), of the Elder Needs-Based Supplemental Income Program, the payment amount of "\$500" shall be replaced by "\$535."

Section 2. In Section II (Definitions), amendments are made to "Applicant" and "Disabled" as reflected in Exhibit A attached hereto.

Section 3. In Section III (Income Limitations), amendments are made to sub-sections 3.1, 3.4, 3.4.11 and 3.4.17 as reflected in Exhibit A attached hereto.

Section 4. In Section IV (Resource Limitations), amendments are made to sub-sections 4.1, 4.3, 4.4, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.4.6, 4.4.7 and 4.4.9.

Section 5. In Section V (Administration), amendments are made to sub-sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.12, 5.13, 5.14 and 5.15 as reflected in Exhibit A attached hereto.

Section 6. In Attachment A (Allowable Shelter and Related Expenses), amendments are made as reflected in Exhibit A attached hereto.

Section 7. In Attachment B (Allowable Medical and Related Expenses), amendments are made as reflected in Exhibit A attached hereto.

Section 8. In Attachment C (Allowable Transportation Expenses), amendments are made as reflected in Exhibit A attached hereto.

Section 9. In Attachment D (Allowable Cultural Expenses), amendments are made as reflected in Exhibit A attached hereto.

Section 10. In Attachment E (Allowable Food, Clothing and Incidental Expenses), amendments are made as reflected in Exhibit A attached hereto.

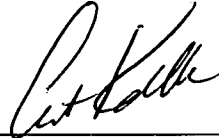
Title II

To incorporate the foregoing changes, the Band Assembly hereby adopts the attached Exhibit A as the current operative Program Document for the Band's Elder Needs-Based Supplemental Income Program. The Band Assembly reserves the right to change the maximum monthly benefit, and to make any other necessary amendments at any time.

Ordinance 03-14

Introduced to the Band Assembly on this
Twenty fourth day of October in the year
two thousand thirteen.

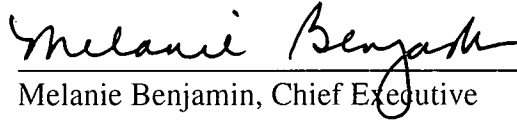
Passed by the Band Assembly on this
Twenty fourth day of October in the year
two thousand thirteen.



Curt Kalk, Speaker of the Assembly

APPROVED

Date: 10-28-2013



Melanie Benjamin, Chief Executive

OFFICIAL SEAL OF THE BAND

Mille Lacs Band of Ojibwe Indians

Elder Needs-Based Supplemental Income Program

I. PROGRAM SUMMARY.

1.1 Establishment of Program. The Mille Lacs Band hereby establishes an assistance program for qualifying Band members called the Elder Needs-Based Supplemental Income Program.

1.2 Maximum Program Payment. The maximum payment amount to any Band member under the Program is currently set at \$535 per month. An eligible Band member shall receive the lesser of the two Program Payment amounts determined under part III (Income) and part IV (Resources) below.

1.3 Relation to Other Needs-Based Programs; Taxation. The Program is intended to complement but not replace federal, state and county assistance programs. Benefits under the program are intended to be tax-free under the Internal Revenue Service's "general welfare" doctrine. The Program shall at all times be administered in a manner consistent with these purposes.

1.4 Age, Income and Resource Limitations. Assistance under the Program will be limited to: (1) enrolled Band members 62 years of age and over whose income and resources fall beneath minimum levels, as determined under the rules of the Program; and (2) enrolled Band members 55 years of age and over who are Disabled as defined herein and whose income and resources fall beneath minimum levels, as determined under the rules of the Program.

II. DEFINITIONS.

Applicant means a Band member by or on whose behalf an Application has been made.

Application means any request and associated documentation by which a Band member pursues benefits under the Program.

Authorized Representative means the authorized agent or attorney-in-fact under a written power of attorney, or a duly appointed legal guardian acting on behalf of or representing the Applicant or Recipient. In the absence of such a person, an Authorized Representative may more broadly include a family representative, caretaker relative, attorney or other spokesperson, so long as persons administering the Program have adequate reason to believe such person is properly acting in the Applicant's or Recipient's best interest, and actual payments under the Program are made only to persons legally entitled thereto.

Band means the Mille Lacs Band of Ojibwe Indians.

Band Financial Workers means Band employees who have responsibilities, under the supervision of the Benefits Director, for administering the Program and performing the functions described herein. Nothing herein precludes the Band from retaining as Band Financial Workers persons with other responsibilities under other Band programs.

Benefits Director means an official of the Band selected to administer the Program and perform the functions described herein. Nothing herein precludes the Band from selecting as Benefits Director an official with other responsibilities under other Band programs.

Disabled means (1) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months; or (2) blindness; and the term “blindness” means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. Any Band member 55 years of age applying under the category of Disabled may prove such disability by providing proof of a finding of disability by any federal or state agency which makes disability determinations in the regular course of its operations, including but not limited to the Social Security Administration and Veterans Administration. Any Applicant or Recipient between 55 and 62 years of age whose disability ends thereby ending his or her eligibility under such federal or state disability program shall immediately report such change of circumstance to the Benefits Director, or other designated Band Financial Worker, whereupon his or her eligibility for disability benefits under this Program shall also terminate.

Excluded Income Items shall have the meaning described in § 3.4.

Excluded Resource Items shall have the meaning described in § 4.4.

Gross Income shall have the meaning described in § 3.3.

Gross Resources shall have the meaning described in § 4.3.

Maximum Program Payment shall have the meaning described in § 1.2.

Net Income shall have the meaning described in § 3.2.

Net Available Resources shall have the meaning described in § 4.2.

Program shall mean the Elder Needs-Based Supplemental Income Program described herein.

Program Payment shall mean any payment made to a Recipient under the Program.

Recipient means any person receiving benefits under the Program.

III. INCOME LIMITATIONS.

3.1 Net Income Limitation and Rate of Reduction of Program Payment. The Maximum Program Payment shall be made on a monthly basis to all otherwise eligible Recipients whose annualized Net Income under the rules established herein is less than or equal to \$17,130. The Program Payment for Applicants or Recipients with annualized Net Income above this amount shall be reduced one dollar for each two dollars of annualized Net Income above this amount.

3.2 Determining Net Income. Net Income under the Program shall be equal to Gross Income less Excluded Income Items.

3.3 Gross Income. Gross Income under the Program includes all earned or unearned income, revenues, payments, proceeds or other receipts of an Applicant or Recipient from any source, including but not limited to: (a) all amounts received as salary, wages, commissions, net gaming winnings or net profits realized from any business enterprise; (b) all net proceeds, after properly attributable expenses, from the sale of any real or personal property, including land, automobiles, farm crops, timber, livestock, art work or any other item; (c) all amounts received from interest, dividends, royalties, per capita distributions, rental income, child support, alimony, pensions or assistance from any governmental source.

3.4 Excluded Income Items. The items indicated below shall be Excluded Income Items, to be subtracted from Gross Income to determine the Net Income of an Applicant or Recipient. Note: a Recipient or Applicant may only be credited once for an Excluded Income Item, even if the Item arguably falls into more than one category below. Similarly, a Recipient or Applicant may not both omit an Item from Gross Income and then subtract the Item from Gross Income to determine Net Income.

3.4.1 Governmental Needs-Based Assistance. All financial assistance received from any governmental needs-based program, including the Program described herein.

3.4.2 Per Capitas. Any per capita payment received from the Band.

3.4.3 Retirement Payments. Any payment under the federal social security retirement program or a U.S. military pension program, and the first \$625 per month paid under any other retirement program.

3.4.4 Income from Trust Lands. Any income derived from trust lands beneficially owned by the Applicant or Recipient, including rents, royalties, sale proceeds and stumpage payments.

3.4.5 Taxes Paid. Any taxes paid to any governmental entity.

3.4.6 Allowable Shelter and Related Expenses. Allowable shelter and related expenses as determined under Attachment A.

3.4.7 Allowable Medical and Related Expenses. Allowable medical and related expenses as determined under Attachment B.

3.4.8 Allowable Transportation Expenses. Allowable transportation expenses as determined under Attachment C.

3.4.9 Allowable Cultural Expenses. Allowable cultural expenses as determined under Attachment D.

3.4.10 Allowable Food, Clothing and Incidental Expenses. Allowable food, clothing and incidental expenses as determined under Attachment E.

3.4.11 Work-Related Expenses. The cost of any special clothing, tools and equipment directly relating to the Applicant's or Recipient's employment.

3.4.12 Business Expenses. The costs of conducting any business, if not previously excluded in determining Gross Income.

3.4.13 Dependent Support Amounts. The greater of \$3,200 per year per minor or other dependent residing with the Applicant or Recipient, or actual amounts paid by the Applicant or Recipient for support of such dependent.

3.4.14 Payments on Death of Another. Any amounts received in the form of life insurance proceeds, death benefits or payments intended to cover costs of last illness or funeral or burial expenses for any person, including any such payment made by the Band.

3.4.15 Home Produce and Similar Items. Any home produce from a garden, or livestock, poultry, fish, game, wild rice or other items used by the Applicant, Recipient or his or her household for personal consumption.

3.4.16 Income Exclusions Under SSI. Any other items excludible in determining income under the Supplemental Security Income (SSI) program administered by the Social Security Administration.

3.4.17 Gaming Losses Limitation. Gaming losses may only be credited against gaming winnings.

3.4.18 One-half of Balance. One-half of the amount remaining after all other Excludible Income Items are subtracted from Gross Income.

IV. RESOURCE LIMITATIONS.

4.1 Net Available Resource Limitation and Rate of Reduction of Program Payment.

The Maximum Program Payment shall be made on a monthly basis to all otherwise eligible Recipients whose Net Available Resources under the rules established herein is less than or equal to \$67,000. The Program Payment for Applicants or Recipients with Net Available Resources above these amounts shall be reduced one dollar for each two dollars of Net Available Resources above this amount.

4.2 Determining Net Available Resources. Net Available Resources under the Program shall be equal to Gross Resources less Excluded Resource Items.

4.3 Gross Resources. Gross Resources shall include all interests in assets or property owned by an Applicant or Recipient, including but not limited to: (a) all real property, whether held in fee, trust or other status; (b) all automobiles, vessels, equipment, inventory or personal items or effects; and (c) all stocks, bonds, mutual funds, cash or investment accounts, or other liquid assets. Gross Resources shall be valued at fair market value. The value of a particular Gross Resource shall be reduced by the amount of outstanding debt owed by the Applicant or Recipient which is secured by the particular Resource.

4.4 Excluded Resource Items. The items indicated below shall be Excluded Resource Items, to be subtracted from Gross Resources to determine the Net Available Resources of an Applicant or Recipient. Note: a Recipient or Applicant may only be credited once for an Excluded Resource Item, even if the Item arguably falls into more than one category below. Similarly, a Recipient or Applicant may not both omit an Item from Gross Resources and then subtract the Item from Gross Resources to determine Net Available Resources.

4.4.1 Trust Realty and Proceeds Derived Therefrom. Any interest in lands or other realty, including timber, held in trust or restricted status for the benefit of the Applicant or Recipient, together with any proceeds from the sale, rental or other amounts derived therefrom.

4.4.2 Principal Residence. To the extent not excluded under § 4.4.1, the Applicant's or Recipient's net equity in his or her principal residence, whether located on or off the reservation. Residences other than the Applicant's or Recipient's principal residence are ineligible for exclusion under this subsection.

4.4.3 Automobile(s). A cumulative total of up to \$8,000 of net equity in up to two motor vehicles.

4.4.4 Vessel. The first \$7,000 of net equity in a water-going vessel. If a vessel is used to participate in activities under treaty rights to hunt, fish or gather, the vessel is excluded from the resource limit for this program.

4.4.5 Work-Related Equipment, Tools and Supplies. Any interest in equipment, tools, supplies or clothing directly relating to the Applicant's or Recipient's employment.

4.4.6 Household Furniture, Clothing and Personal Effects. The first \$15,000 of net equity in household furniture, clothing and personal effects.

4.4.7 Business Equity. The first \$45,000 of net equity in a business.

4.4.8 Cultural Items. Any interest in cultural items, including but not limited to items made with eagle feathers or other parts, beadwork, regalia or ceremonial or religious items of any kind, so long as such items are held for personal, family, cultural, religious or ceremonial purposes, and not, for example, as inventory jewelry or as a business asset.

4.4.9 Life Insurance. Up to \$24,000 in cash value of any life insurance or annuity contract, and up to \$75,000 of any life insurance proceeds.

4.4.10 Cash Allowance. An amount equal to the sum of the total annual individual per capita payment made by the Band plus the Maximum Program Payment.

4.4.11 Resource Exclusions Under SSI. Any other items excludible in determining resource eligibility under SSI.

4.4.12 One-half of Balance. One-half of the amount remaining after all other Excludible Resource Items are subtracted from Gross Resources.

V. ADMINISTRATION.

5.1 Administration of the Program. The Program shall be administered by the Benefits Director, assisted by Band Financial Workers.

5.2 Duties of Applicants and Recipients. The burden of proving entitlement to any benefit under the Program is on the Applicant or Recipient and/or his or her Authorized Representative, not the Band or Band employees. As a condition of receiving any benefits under the Program, a Band member and/or his or her Authorized Representative must: (a) complete an Application in the form established by the Benefits Director; (b) fully cooperate with Band Financial Workers; (c) fully disclose, or consent to the disclosure, of all information and documents relevant to determining eligibility to Band Financial Workers, including without limitation all requested tax returns as well as applications for or case files pertaining to any other needs-based benefit. Failure to cooperate fully may result in delay, denial or termination of benefits under the Program.

5.3 Verification Requirements. Verification of all eligibility criteria to the reasonable

satisfaction of the Benefits Director is required as a condition of receiving any benefits under the Program. All relevant information regarding an Applicant or Recipient must be reviewed and analyzed by a Band Financial Worker, who will maintain a file regarding each such Applicant and Recipient. No benefits under the Program will be paid without: (a) review by a Band Financial Worker of the Application completed by the Applicant or Authorized Representative; (b) an interview with the Applicant or Authorized Representative (which may be by telephone); (c) an orderly process by which income and resource information is gathered and verified; (d) a calculation of the monthly payment to be made in accordance with the rules of the Program; and (e) issuance of a Determination of Eligibility.

5.4 Commencement of Benefits; Limitations on Back Payments for Delay in Determination of Eligibility. The earliest a Program Payment may be made to an otherwise eligible Band member shall be the month the member becomes eligible under the rules of the Program. No Program Payment shall be made before the Program is fully approved under applicable law, and, except as provided in § 5.5, no payment shall be made to cover any period occurring prior to full approval of the Program. No Program Payment shall be made to a Band member until issuance of a Determination of Eligibility. Except as provided in § 5.5, in those circumstances where a delay occurs in issuing a Determination of Eligibility, the Band member shall be entitled to no more than four months' back payments for prior months for which the member ultimately proves eligibility.

5.5 Retroactivity Provisions. Notwithstanding the provisions of § 5.4, Applicants who were 65 years of age or older between January 1, 2002, and initial enactment of this Program in 2002, were permitted, during a four-month period, to apply for benefits retroactively to January 1, 2002, and receive benefits for any period back to that date for which they could prove they were otherwise eligible. In addition, persons who were 55 years of age or older who were Disabled between October 1, 2004, and March 29, 2005, were permitted to apply for benefits retroactively to October 1, 2004, and receive benefits for any period back to that date for which they could prove they were otherwise eligible. To obtain any such benefit, an Applicant was required to obtain a Notice of Determination under § 5.9 establishing such eligibility no later than July 29, 2005.

In addition, in early 2008, the maximum monthly program payment was raised from \$400 to \$500, retroactive to October 1, 2007. Affected Band members were permitted to receive additional payments with respect to this retroactivity period, but were required to complete arrangements with the Benefits Director to receive such additional payments no later than June 1, 2008. As of October 1, 2012, the maximum monthly program payment was raised to \$535.

If an otherwise eligible Band member passed away during a retroactivity period and was for that reason unable to submit an Application, the surviving spouse or Authorized Representative was permitted to apply for benefits on the deceased Band member's behalf within the time limits for making such Applications, with the proceeds of the Program Payment to be made to the surviving spouse or other heirs or legatees entitled thereto under applicable law. Benefits in such

cases would only be paid with respect to periods for which the Band member was alive and would otherwise have been eligible. No benefits shall be paid with respect to periods following the death of the Band member.

5.6 Annualized Determination of Income and Resources. In determining eligibility under the program, Net Income and Net Available Resources for any Applicant or Recipient shall be determined on an annualized basis. For ease of calculation, a Band Financial Worker may use any convenient 12-month period for determining annualized income or resources, including but not limited to: (a) the calendar year; (b) a year beginning the first of the month following the Applicant's or Recipient's birthday; or (c) a year used to determine eligibility under any other federal, state, local or tribal needs-based program.

5.7 Continuing Eligibility Determinations. A continuing eligibility review will be conducted within two years following the initial issuance of each Notice of Determination which approved a Program Payment for a Recipient, and at least within every three years thereafter. Such reviews shall consist at least of a home visit or telephone interview with the Recipient or Authorized Representative, and a continuing analysis of eligibility under the Net Income and Net Available Resources rules of the Program. Recipients are required to fully cooperate with Band Financial Workers conducting continuing eligibility reviews, and must fully disclose, or consent to the disclosure, of all information and documents which the Band Financial Worker deems relevant to determining continuing eligibility. Failure to cooperate fully may result in suspension or termination of benefits under the Program. Note: this section shall not require that a Recipient file a new Application. In addition, this provision shall not be interpreted to require a detailed new analysis of the Recipient's Net Income and Net Available Resources in those circumstances where it is obviously apparent to any reasonable observer that the Recipient is impoverished or is no better off financially than when the Recipient was initially determined to be eligible for benefits under the Program. Conversely, if it becomes known to the Benefits Director or a Band Financial Worker that a positive change in a Recipient's financial situation has occurred which might affect the Recipient's continuing eligibility, or the amount of the Recipient's Program Payment (for example and without limitation, if it becomes known that the Recipient has secured employment in a well-compensated position), then the Benefits Director or Band Financial Worker need not wait two or three years to conduct a continuing eligibility review. In either case, the Band Financial Worker conducting the continuing eligibility review shall make appropriate notations in the Recipient's file with sufficient detail to support the determination.

5.8 Termination of Benefits. Benefits shall terminate on death of a Recipient, or on failure of the Recipient to satisfy other Program requirements. Excess benefits paid for any reason may be recoupable from the Recipient, including from other payments from the Band. Benefits may also be reduced, suspended or terminated as provided elsewhere herein, including but not limited to §§ 5.12 and 5.14.

5.9 Notices of Determination. Any determination by a Band Financial Worker that establishes or terminates eligibility, or establishes or changes benefit levels under the Program,

shall be set forth in a written Notice of Determination, which shall be mailed or delivered to the affected Band member and/or his or her Authorized Representative. Any such determination that reduces or terminates benefits under the Program shall not go into effect until 30 days following the date of the Notice of Determination, unless there is good cause for immediate reduction or termination of benefits (*e.g.*, fraud, misrepresentation, death of a Recipient). The notice shall: (a) state the action taken, the effective date and the reason for the decision; (b) inform the recipient of the right to request a review of the decision by the Benefits Director, indicating the name and address of the person to whom the request for review is to be submitted; (c) advise the recipient of his or her right to be represented by an Authorized Representative; and (d) advise the recipient that failure to submit a written request for review within 30 days of the date of the notice shall cause the determination to become final. All Notices of Determination shall be saved as permanent Program records.

5.10 Benefits Director Review. Any determination described in § 5.9 shall be subject to review on written request by an aggrieved individual within 30 days of the date of the Notice of Determination to the Benefits Director. The Benefits Director shall review all relevant evidence presented by the aggrieved individual and/or his or her Authorized Representative and any knowledgeable Band Financial Worker, as well as any other relevant available evidence, and issue a written decision on the matter, which shall be mailed or delivered to the affected Band member and/or his or her Authorized Representative. Such decision shall: (a) state the results of the Benefits Director's review; (b) inform the recipient of the right to request an appeal to the Band's Court of Central Jurisdiction; and (c) advise the recipient that failure to appeal within 30 days of the date of the Benefits Director's written decision shall cause the decision to become final. All such written decisions shall be saved as permanent Program records.

5.11 Appeal to Court of Central Jurisdiction. Any final decision of the Benefits Director described in § 5.10 shall be subject to appeal to the Band's Court of Central Jurisdiction if an action is brought within 30 days of the date of the Benefits Director's written decision. Remedies available in the Court of Central Jurisdiction shall be limited to payment by the Band of benefits under the Program which are determined to have been improperly withheld. No claims may be pursued against individual Band employees, or for interest, damages, penalties, attorneys fees or other additions.

5.12 Spendthrift, Non-Assignment and Related Provisions.

a. Program Payments may not be accelerated, assigned, hypothecated or pledged, and shall be exempt from any administrative, court garnishment, or other legal action.

b. The Program is designed as a needs-based welfare program. No person, including any Applicant or Recipient, shall be deemed to have a property interest or enforceable expectancy of any kind in the Program, Program assets, potential future payments, or any other feature of the Program, except that monies actually received by a Recipient shall thereupon become property of the Recipient.

c. The Program is designed to complement, rather than subsidize or replace other governmental or private assistance programs. Program Payments shall not be subject to levy, attachment, assignment, seizure or interception by any third person or entity, including any non-Band governmental agency, or any nursing home, assisted living unit, retirement home, or other elder care facility, for the purposes of recouping care-related expenses which would otherwise be borne by another assistance program. This provision may not be defeated by appointment or designation of such third person or entity as the Recipient's attorney-in-fact, guardian, or Authorized Representative, or through any similar device.

d. Any effort by an Applicant or Recipient to assign, hypothecate, or pledge payments under the Program, or any effort by a third person or entity to levy upon, attach, seize or otherwise obtain control of such payments in violation of any portion of this section 5.12, shall be grounds to deny, reduce, suspend or terminate payments under the Program to an Applicant or Recipient. Any such decision shall be made initially by the Benefits Director, which shall be in writing in the form provided for Benefits Director's decisions under § 5.10. Such decisions shall be appealable to the Court of Central Jurisdiction under § 5.11.

5.13 Planning. The Band's enrollment office will provide to the Benefits Director a list of enrolled Band members scheduled to turn 62 years of age within the following calendar quarter, and the following two calendar years. Based on such information, as well as other information which may be reasonably available, the Benefits Director may commence eligibility analyses, and shall also provide annual budget estimates of amounts necessary to support the Program, including anticipated payments and administrative expenses, to the Chief Executive Office and Band Assembly. As part of this effort, an actuarial report shall be conducted every three years by an outside consultant with oversight by the Commissioner of Finance.

5.14 Program Subject to Change or Elimination. The Program may be changed or eliminated at any time by Band law for any reason, budgetary or otherwise. In particular and without limitation, the Band Assembly reserves the right to change the maximum monthly benefit, and to make any other necessary amendments. No one shall have a vested right to receive continued benefits under the Program, or benefits at a particular level, with respect to any period following such change or elimination.

5.15 Confidentiality. All information obtained by the Band regarding individual income, resources or other personal matters shall be kept confidential, except to the extent such information must be made available to the Benefits Director, Band Financial Workers, auditors, attorneys or others working on behalf of the Band who may reasonably need the information to conduct their duties or to governmental entities entitled to the information by law. Such information may also become public if it becomes subject to litigation under § 5.11. Data from multiple individuals may be compiled and statistics disseminated if individual identifying information is deleted.

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Attachment A

Allowable Shelter and Related Expenses

Allowable Shelter Expenses under § 3.4.6 of the Program shall include the following, to the extent paid or payable by the Applicant or Recipient:

A.1 Shelter Allowance. A shelter allowance equal to the greater of:

A.1.1 \$750 per month; or

A.1.2 The sum of: (a) mortgage or rental payments; (b) homeowners or renters insurance premiums; (c) property taxes and other governmental assessments, to the extent not previously accounted for under § 3.4.5; (d) homeowner association dues, if any, and similar assessments; (e) basic repair and maintenance expenses; (f) basic yard maintenance, including snow removal, lawn mowing and leaf raking and removal.

A.1.3 Any amounts paid for shelter by or on behalf of an individual residing in a nursing home, assisted living unit, retirement home or other elder care facility which is administered, certified or licensed by any governmental agency.

A.2 Utility Allowance. A utility allowance equal to the greater of:

A.2.1 \$295 per month; or

A.2.2 The sum of: (a) heating costs; (b) electricity costs; (c) bottled gas costs; (d) costs for domestic water and sewer service; (e) costs for basic telephone service, including emergency features; (f) costs for basic television cable service; (g) costs for basic garbage pick-up service; (h) costs for basic post office box; (i) costs for basic internet service.

A.2.3 Any amounts paid for utilities by or on behalf of an individual residing in a nursing home, assisted living unit, retirement home or other elder care facility which is administered, certified or licensed by any governmental agency.

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Attachment B

Allowable Medical and Related Expenses

Allowable medical and related expenses under § 3.4.7 of the Program shall include the following, to the extent paid or payable by the Applicant or Recipient, and not covered by Medicare, Medicaid or other governmental assistance programs or private insurance, including the Band's Circle of Health program:

- B.1** Medical, dental and prescription drug expenses;
- B.2** Health insurance premiums, co-payments and deductibles, including for medical, dental, vision and other insurance plans;
- B.3** Costs of medical transportation, including ambulances, travel to and from medical appointments, or to pick up medical supplies;
- B.4** Costs of eyeglasses, contact lenses, hearing aids, prosthetics, wheelchairs, walkers, crutches, other medically recommended or prescribed equipment or devices of any kind, and the costs of medically recommended or prescribed alterations to a home, motor vehicle or vessel;
- B.5** Costs of medically recommended, prescribed or reasonably necessary medical treatments, including but not limited to physical and occupational therapy, exercise programs and therapeutic massage, and any medically recommended, prescribed or reasonably necessary supplies, including over-the-counter items;
- B.6** Amounts paid for in-home caregivers, nurses and aides;
- B.7** Reasonable costs, as determined by the Benefits Director, of alternative medical treatments or therapies, including but not limited to acupuncture, acupressure, chiropractic, naturopathic, homeopathic and traditional Indian treatments or therapies;
- B.8** The following monthly additions to cover special dietary costs, based on a diagnosis of:
 - B.7.1** Diabetes — \$175;
 - B.7.2** Hypoglycemia — \$55;
 - B.7.3** Heart disease — \$55;
 - B.7.4** Need for lactose-free diet — \$55;
 - B.7.5** Celiac disease or need for gluten-free diet — \$55;
 - B.7.6** Cancer — \$95;
 - B.7.7** Obesity — \$95;
 - B.7.8** Other — \$45.

B.9 Any amounts paid for medical, nursing, pharmaceutical or related care by or on behalf of an individual which is provided in a nursing home, assisted living unit, retirement home, hospital, hospice or other elder care facility which is administered, certified or licensed by any governmental agency.

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Attachment C

Allowable Transportation Expenses

Allowable transportation expenses under § 3.4.8 of the Program shall include those set forth below. Items C.1 through C.4 only apply to a single vehicle, which must be owned by the Applicant or Recipient. All claimed expenses must be reasonable, as determined by the Benefits Director, and must be paid or payable by the Applicant or Recipient and not covered by another governmental assistance program.

C.1 Vehicle loan or rental payments;

C.2 Vehicle insurance payments;

C.3 Vehicle repair costs;

C.4 Vehicle fuel and fluid costs;

C.5 Other reasonable and necessary transportation costs, including but not limited to public transportation costs.

C.6 All reasonable amounts paid for transportation by or on behalf of an individual: (a) traveling to or from a nursing home, assisted living unit, retirement home or other similar facility in which the individual resides or plans to reside; (b) traveling to or from a hospital, hospice or medical or therapeutic treatment facility of any kind; or (c) traveling in an ambulance or other specialized medical treatment vehicle.

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Attachment D

Allowable Cultural Expenses

Allowable cultural expenses under § 3.4.9 of the Program shall include the following, to the extent paid or payable by the Applicant or Recipient:

- D.1** Attendance at ceremonial dances or pow wows at \$45 per activity;
- D.2** Attendance at elder meetings or other planned elder activities at \$45 per activity;
- D.3** Attendance at Wisdom Steps or similar conferences at \$60 per day;
- D.4** Cost of tobacco for ceremonial purposes at \$20 per month;
- D.5** Actual cost, to the extent reasonable, to acquire and maintain ceremonial objects, including dance regalia, ceremonial drums, and related items;
- D.6** Actual cost of gathering rice, birch bark, berries, syrup and related items, including expenses related to processing, necessary equipment and permits;
- D.7** Reasonable cost of gifts for ceremonial purposes.

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Attachment E

Allowable Food, Clothing and Incidental Expenses

Allowable food, clothing and incidental expenses under § 3.4.10 of the Program shall include the amounts per month set forth in either §§ E.1 or E.2 below:

E.1 For individuals not living in a nursing home, assisted living unit, retirement home, hospice or other elder care facility which is administered, certified or licensed by any governmental agency:

- E.1.1** \$315 for food;
- E.1.2** \$95 for clothing;
- E.1.3** \$95 for personal hygiene/paper supplies;
- E.1.4** \$45 for cleaning products and incidentals.

E.2 For individuals living in a nursing home, assisted living unit, retirement home, hospice or other elder care facility which is administered, certified or licensed by any governmental agency, any reasonable amounts actually paid for any items described in §§ E.1.1 through E.1.4 by or on behalf of such individual.

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Mille Lacs Band of Ojibwe Indians

Elder Needs-Based Supplemental Income Program

I. PROGRAM SUMMARY.

1.1 Establishment of Program. The Mille Lacs Band hereby establishes an assistance program for qualifying Band members called the Elder Needs-Based Supplemental Income Program.

1.2 Maximum Program Payment. The maximum payment amount to any Band member under the Program is currently set at ~~shall be \$500~~ \$535 per month. An eligible Band member shall receive the lesser of the two Program Payment amounts determined under part III (Income) and part IV (Resources) below.

1.3 Relation to Other Needs-Based Programs; Taxation. The Program is intended to complement but not replace federal, state and county assistance programs. Benefits under the program are intended to be tax-free under the Internal Revenue Service's "general welfare" doctrine. The Program shall at all times be administered in a manner consistent with these purposes.

1.4 Age, Income and Resource Limitations. Assistance under the Program will be limited to: (1) enrolled Band members 62 years of age and over whose income and resources fall beneath minimum levels, as determined under the rules of the Program; and (2) enrolled Band members 55 years of age and over who are Disabled as defined herein and whose income and resources fall beneath minimum levels, as determined under the rules of the Program.

II. DEFINITIONS.

Applicant means a Band member by or on whose behalf an ~~application~~ Application for assistance under the Program has been made.

Application means any request and associated documentation by which a Band member pursues benefits under the Program.

Authorized Representative means the authorized agent or attorney-in-fact under a written power of attorney, or a duly appointed legal guardian acting on behalf of or representing the Applicant or Recipient. In the absence of such a person, an Authorized Representative may more broadly include a family representative, caretaker relative, attorney or other spokesperson, so long as persons administering the Program have adequate reason to believe such person is properly acting in the Applicant's or Recipient's best interest, and actual payments under the Program are made only to persons legally entitled thereto.

Band means the Mille Lacs Band of Ojibwe Indians.

Band Financial Workers means Band employees who have responsibilities, under the supervision of the Benefits Director, for administering the Program and performing the functions described herein. Nothing herein precludes the Band from retaining as Band Financial Workers persons with other responsibilities under other Band programs.

Benefits Director means an official of the Band selected to administer the Program and perform the functions described herein. Nothing herein precludes the Band from selecting as Benefits Director an official with other responsibilities under other Band programs.

Disabled means (1) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months; or (2) blindness; and the term "blindness" means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. Any Band member 55 years of age applying under the category of Disabled may prove such disability by providing proof of a finding of disability by any federal or state agency which makes disability determinations in the regular course of its operations, including but not limited to the Social Security Administration and Veterans Administration. Any ~~Band member Applicant or Recipient~~ between 55 and 62 years of age whose disability ends thereby ending his/ or her eligibility under such federal or state disability program shall immediately report such change of circumstance to the Benefits Director, or other designated ~~representative Band Financial Worker, thereby ending their whereupon his or her eligibility for disability benefits under this Program shall also terminate.~~

Excluded Income Items shall have the meaning described in § 3.4.

Excluded Resource Items shall have the meaning described in § 4.4.

Gross Income shall have the meaning described in § 3.3.

Gross Resources shall have the meaning described in § 4.3.

Maximum Program Payment shall have the meaning described in § 1.2.

Net Income shall have the meaning described in § 3.2.

Net Available Resources shall have the meaning described in § 4.2.

Program shall mean the Elder Needs-Based Supplemental Income Program described herein.

Program Payment shall mean any payment made to a Recipient under the Program.

Recipient means any person receiving benefits under the Program.

III. INCOME LIMITATIONS.

3.1 Basic-Net Income Limitation and Rate of Reduction of Program Payment. The Maximum Program Payment shall be made on a monthly basis to all otherwise eligible Recipients whose annualized Net Income under the rules established herein is less than or equal to ~~\$13,500~~17,130. The Program Payment for Applicants or Recipients with annualized Net Income above this amount shall be reduced one dollar for each two dollars of annualized Net Income above this amount.

3.2 Determining Net Income. Net Income under the Program shall be equal to Gross Income less Excluded Income Items.

3.3 Gross Income. Gross Income under the Program includes all earned or unearned income, revenues, payments, proceeds or other receipts of an Applicant or Recipient from any source, including but not limited to: (a) all amounts received as salary, wages, commissions, net gaming winnings or net profits realized from any business enterprise; (b) all net proceeds, after properly attributable expenses, from the sale of any real or personal property, including land, automobiles, farm crops, timber, livestock, art work or any other item; (c) all amounts received from interest, dividends, royalties, per capita distributions, rental income, child support, alimony, pensions or assistance from any governmental source.

3.4 Excluded Income Items. ~~The following items indicated below shall be Excluded Income Items, to be subtracted from Gross Income to determine the Net Income of an Applicant or Recipient.~~ Note: a Recipient or Applicant may only be credited once for an Excluded Income Item, even if the Item arguably falls into more than one category below. Similarly, a Recipient or Applicant may not both omit an Item from Gross Income and then subtract the Item from Gross Income to determine Net Income.

3.4.1 Governmental Needs-Based Assistance. All financial assistance received from any governmental needs-based program, including the Program described herein.

3.4.2 Per Capitas. Any per capita payment received from the Band.

3.4.3 Retirement Payments. Any payment under the federal social security retirement program or a U.S. military pension program, and the first ~~\$525~~625 per month paid under any other retirement program.

3.4.4 Income from Trust Lands. Any income derived from trust lands beneficially owned by the Applicant or Recipient, including rents, royalties, sale proceeds and stumpage payments.

3.4.5 Taxes Paid. Any taxes paid to any governmental entity.

3.4.6 Allowable Shelter and Related Expenses. Allowable shelter and related expenses as determined under Attachment A.

3.4.7 Allowable Medical and Related Expenses. Allowable medical and related expenses as determined under Attachment B.

3.4.8 Allowable Transportation Expenses. Allowable transportation expenses as determined under Attachment C.

3.4.9 Allowable Cultural Expenses. Allowable cultural expenses as determined under Attachment D.

3.4.10 Allowable Food, Clothing and Incidental Expenses. Allowable food, clothing and incidental expenses as determined under Attachment E.

3.4.11 Work-Related Expenses. The cost of any special clothing, tools and equipment directly relating to ~~a person's~~ the Applicant's or Recipient's employment.

3.4.12 Business Expenses. The costs of conducting any business, if not previously excluded in determining Gross Income.

3.4.13 Dependent Support Amounts. The greater of ~~\$2,300~~ \$3,200 per year per minor or other dependent residing with the Applicant or Recipient, or actual amounts paid by the Applicant or Recipient for support of such dependent.

3.4.14 Payments on Death of Another. Any amounts received in the form of life insurance proceeds, death benefits or payments intended to cover costs of last illness or funeral or burial expenses for any person, including any such payment made by the Band.

3.4.15 Home Produce and Similar Items. Any home produce from a garden, or livestock, poultry, fish, game, wild rice or other items used by the Applicant, Recipient or his or her household for personal consumption.

3.4.16 Income Exclusions Under SSI. Any other items excludible in determining income under the Supplemental Security Income (SSI) program administered by the Social Security Administration.

3.4.17 Gaming ~~Winnings~~ Losses Limitation. ~~Any proceeds from gaming winnings that cannot be anticipated and/or paid out in a lump sum at the time of winning. Proceeds paid out on an anticipated monthly or annual basis on an annuity style schedule that can be reasonably~~

~~anticipated MUST be counted in the annual/monthly budget.~~ Gaming losses may only be credited against gaming winnings.

3.4.18 One-half of Balance. One-half of the amount remaining after all other Excludible Income Items are subtracted from Gross Income.

IV. RESOURCE LIMITATIONS.

4.1 ~~Basic~~ Net Available Resource Limitation and Rate of Reduction of Program Payment. The Maximum Program Payment shall be made on a monthly basis to all otherwise eligible Recipients whose Net Available Resources under the rules established herein is less than or equal to ~~\$45,000~~67,000. The Program Payment for Applicants or Recipients with Net Available Resources above these amounts shall be reduced one dollar for each two dollars of Net Available Resources above this amount.

4.2 Determining Net Available Resources. Net Available Resources under the Program shall be equal to Gross Resources less Excluded Resource Items.

4.3 Gross Resources. ~~Gross Income~~Resources shall include all interests in assets or property owned by an Applicant or Recipient, including but not limited to: (a) all real property, whether held in fee, trust or other status; (b) all automobiles, vessels, equipment, inventory or personal items or effects; and (c) all stocks, bonds, mutual funds, cash or investment accounts, or other liquid assets. Gross Resources shall be valued at fair market value. The value of a particular Gross Resource shall be reduced by the amount of outstanding debt owed by the Applicant or Recipient which is secured by the particular Resource.

4.4 Excluded Resource Items. ~~The following items indicated below shall be Excluded Resource Items, to be subtracted from Gross Resources~~ ~~Income~~ to determine the Net Available Resources of an Applicant or Recipient. Note: a Recipient or Applicant may only be credited once for an Excluded Resource Item, even if the Item arguably falls into more than one category below. Similarly, a Recipient or Applicant may not both omit an Item from Gross Resources and then subtract the Item from Gross Resources to determine Net Available Resources.

4.4.1 Trust Realty and Proceeds Derived Therefrom. Any interest in lands or other realty, including timber, held in trust or restricted status for the benefit of the Applicant or Recipient, together with any proceeds from the sale, rental or other amounts derived therefrom.

4.4.2 Principal Residence. To the extent not excluded under § 4.4.1, The Applicant's or Recipient's net equity in his or her principal residence, whether located on or off the reservation that is held in a homestead status on a county property tax statement or the applicant's principal residence that is located on tribal lands such as trust, fee or reservation lands. Residences other than the Applicant's or Recipient's principal residence are ineligible for

~~exclusion under this subsection~~ ~~Value of a home other than or in addition to the principal residence IS counted toward the asset limit for this program.~~

4.4.3 Automobile(s). ~~The first \$5,000~~ A cumulative total of up to \$8,000 of net equity in ~~each of~~ up to two motor vehicles.

4.4.4 Vessel. The first ~~\$5,000~~ 7,000 of net equity in a water-going vessel. If a vessel is used to participate in activities under treaty rights to hunt, fish or gather, the vessel is excluded from the ~~asset-resource~~ limit for this program.

4.4.5 Work-Related Equipment, Tools and Supplies. Any interest in ~~work-related~~ equipment, tools, supplies or clothing directly relating to the Applicant's or Recipient's employment.

4.4.6 Household Furniture, Clothing and Personal Effects. The first ~~\$13,500~~ 15,000 of net equity in household furniture, clothing and personal effects.

4.4.7 Business Equity. The first ~~\$30,000~~ 45,000 of net equity in a business.

4.4.8 Cultural Items. Any interest in cultural items, including but not limited to items made with eagle feathers or other parts, beadwork, regalia or ceremonial or religious items of any kind, so long as such items are held for personal, family, cultural, religious or ceremonial purposes, and not, for example, as inventory jewelry or as a business asset.

4.4.9 Life Insurance. Up to ~~\$15,000~~ 24,000 in cash value of any life insurance or annuity contract, and up to ~~\$50,000~~ 75,000 of any life insurance proceeds.

4.4.10 Cash Allowance. An amount equal to the sum of the total annual individual per capita payment made by the Band plus the Maximum Program Payment.

4.4.11 Resource Exclusions Under SSI. Any other items excludible in determining resource eligibility under SSI.

4.4.12 One-half of Balance. One-half of the amount remaining after all other Excludible Resource Items are subtracted from Gross Resources.

V. ADMINISTRATION.

5.1 Administration of the Program. The Program shall be administered by the ~~Band's~~ Benefits Director, ~~or other designated representative~~, assisted by Band Financial Workers.

5.2 Duties of Applicants and Recipients. The burden of proving entitlement to any benefit under the Program is on the Applicant or Recipient and/or his or her Authorized Representative,

not the Band or Band employees. As a condition of receiving any benefits under the Program, a Band member and/or his or her Authorized Representative must: (a) complete an Application in the form established by the ~~Band's~~ Benefits Director; (b) fully cooperate with Band ~~employees administering the Program~~ Financial Workers; (c) fully disclose, or consent to the disclosure, of all information and documents relevant to determining eligibility to ~~the Band employees administering the Program~~ Financial Workers, including without limitation all requested tax returns as well as applications for or case files pertaining to any other needs-based benefit. Failure to cooperate fully may result in delay, denial or termination of benefits under the Program.

5.3 Verification Requirements. Verification of all eligibility criteria to the reasonable satisfaction of the ~~Band's~~ Benefits Director is required as a condition of receiving any benefits under the Program. All relevant information regarding an Applicant or Recipient must be reviewed and analyzed by a Band Financial Worker, who will maintain a file regarding each such ~~beneficiary~~ Applicant and Recipient. No benefits under the Program will be paid without: (a) review by a Band Financial Worker of the Application completed by the Applicant or Authorized Representative; (b) an interview with the Applicant or Authorized Representative (which may be by telephone); (c) an orderly process by which income and resource information is gathered and verified; (d) a calculation of the monthly payment to be made in accordance with the rules of the Program; and (e) issuance of a Determination of Eligibility.

5.4 Commencement of Benefits; Limitations on Back Payments for Delay in Determination of Eligibility. The earliest a Program pPayment may be made ~~under the Program~~ to an otherwise eligible Band member shall be the month the member becomes eligible under the rules of the Program. No Program pPayment ~~under the Program~~ shall be made before the Program is fully approved under applicable law, and, except as provided in § 5.5, no payment shall be made to cover any period occurring prior to full approval of the Program. No Program pPayment ~~under the Program~~ shall be made to a Band member until issuance of a Determination of Eligibility. Except as provided in § 5.5, in those circumstances where a delay occurs in ~~securing~~ issuing a Determination of Eligibility, the Band member shall be entitled to no more than four months' back payments for prior months for which the member ultimately proves eligibility.

5.5 Retroactivity Provisions. Notwithstanding the provisions of § 5.4, Applicants who were 65 years of age or older between January 1, 2002, and initial enactment of this Program in 2002, were permitted, during a four-month period, to apply for benefits retroactively to January 1, 2002, and receive benefits for any period back to that date for which they could prove they were otherwise eligible. In addition, persons who were 55 years ~~old of age~~ or older who were Disabled between October 1, 2004, and March 29, 2005, ~~may were permitted to~~ apply for benefits retroactively to October 1, 2004, and ~~may~~ receive benefits for any period back to that date for which they ~~can could~~ prove they were otherwise eligible. To obtain any such benefit, an Applicant ~~must was required to~~ obtain a Notice of Determination under § 5.9 establishing such eligibility no later than ~~four months following~~ March July 29, 2005.

In addition, in early 2008, the maximum monthly program payment was raised from \$400 to \$500, retroactive to October 1, 2007. Affected Mille Lacs Band Members who are or become eligible on October 1, 2007 through the effective date of this Band Assembly Bill, are eligible ~~were permitted~~ to receive additional payments with respect to this retroactivity period, but were required to . Each Band Member shall complete arrangements with the Benefits Director to receive such additional payments no later than June 1, 2008. As of October 1, 2012, the maximum monthly program payment was raised to \$535.

If an otherwise eligible Band member passed away during a retroactivity period and was for that reason unable to submit an Application, the surviving spouse or Authorized Representative ~~may~~ was permitted to apply for these benefits on the deceased Band member's behalf within the time limits for making such Applications, with the proceeds of the Program pPayment to be made to the surviving spouse or other heirs or legatees entitled thereto under applicable law. Benefits in such cases would only be paid with respect to periods for which the Band member was alive and would otherwise have been eligible. No benefits shall be paid with respect to periods following the death of the Band member.

5.6 Annualized Determination of Income and Resources. In determining eligibility under the program, Net Income and Net Available Resources for any Applicant or Recipient shall be determined on an annualized basis. For ease of calculation, a Band Financial Worker may use any convenient 12-month period of the following for determining annualized income or resources, including but not limited to: (a) the calendar year; (b) a year beginning the first of the month following the Applicant's or Recipient's birthday; or (c) a year used to determine eligibility under any other federal, state, local or tribal needs-based program.

5.7 Continuing Eligibility Determinations. A Continuing eligibility reviews will be completed on an annual basis conducted within two years following the initial issuance of each Notice of Determination which approved a Program Payment for each a Recipient, and at least within every three years thereafter of benefits under the Program. Such reviews shall consist at least of a home visit or telephone interview with the Recipient or Authorized Representative, and a continuing analysis of eligibility under the Net Income and Net Available Resources rules of the Program. Recipients are required to fully cooperate with Band Financial Workers conducting continuing eligibility reviews, and must fully disclose, or consent to the disclosure, of all information and documents which the Band Financial Worker deems relevant to determining continuing eligibility. Failure to cooperate fully may result in suspension or termination of benefits under the Program. Note: this section shall not require that a Recipient file a new Application. In addition, this provision shall not be interpreted to require a detailed new analysis of the Recipient's Net Income and Net Available Resources in those circumstances where it is obviously apparent to any reasonable observer that the Recipient is impoverished or is no better off financially than when the Recipient was initially determined to be eligible for benefits under the Program. Conversely, if it becomes known to the Benefits Director or a Band Financial Worker that a positive change in a Recipient's financial situation has occurred which might

affect the Recipient's continuing eligibility, or the amount of the Recipient's Program Payment (for example and without limitation, if it becomes known that the Recipient has secured employment in a well-compensated position), then the Benefits Director or Band Financial Worker need not wait two or three years to conduct a continuing eligibility review. In either case, the Band Financial Worker conducting the continuing eligibility review shall make appropriate notations in the Recipient's file with sufficient detail to support the determination.

5.8 Termination of Benefits. Benefits shall terminate on death of a ~~beneficiary~~Recipient, or on failure of the ~~beneficiary~~Recipient to satisfy other Program requirements. Excess benefits paid for any reason may be recoupable from the ~~beneficiary~~Recipient, including from other payments from the Band. Benefits may also be reduced, suspended or terminated as provided elsewhere herein, including but not limited to §§ 5.12 and 5.14.

5.9 Notices of Determination. Any determination by a Band Financial Worker that establishes or terminates eligibility, or establishes or changes benefit levels under the Program, shall be set forth in a written Notice of Determination, which shall be mailed or delivered to the affected Band member and/or his or her Authorized Representative. Any such determination that reduces or terminates benefits under the Program shall not go into effect until 30 days following the date of the Notice of Determination, unless there is good cause for immediate reduction or termination of benefits (*e.g.*, fraud, misrepresentation, death of a ~~beneficiary~~Recipient). The notice shall: (a) state the action taken, the effective date and the reason for the decision; (b) inform the recipient of the right to request a review of the decision by the Benefits Director, indicating the name and address of the person to whom the request for review is to be submitted; (c) advise the recipient of his or her right to be represented by an Authorized Representative; and (d) advise the recipient that failure to submit a written request for review within 30 days of the date of the notice shall cause the determination to become final. All Notices of Determination shall be saved as permanent Program records.

5.10 Benefits Director Review. Any determination described in § 5.9 shall be subject to review on written request by an aggrieved individual within 30 days of the date of the Notice of Determination to the Benefits Director. The Benefits Director shall review all relevant evidence presented by the aggrieved individual and/or his or her Authorized Representative and any knowledgeable Band Financial Worker, as well as any other relevant available evidence, and issue a written decision on the matter, which shall be mailed or delivered to the affected Band member and/or his or her Authorized Representative. Such decision shall: (a) state the results of the Benefits Director's review; (b) inform the recipient of the right to request an appeal to the Band's Court of Central Jurisdiction; and (c) advise the recipient that failure to appeal within 30 days of the date of the Benefits Director's written decision shall cause the decision to become final. All such written decisions shall be saved as permanent Program records.

5.11 Appeal to Court of Central Jurisdiction. Any final decision of the Benefits Director described in § 5.10 shall be subject to appeal to the Band's Court of Central Jurisdiction if an action is brought within 30 days of the date of the Benefits Director's written decision.

Remedies available in the Court of Central Jurisdiction shall be limited to payment by the Band of benefits under the Program which are determined to have been improperly withheld. No claims may be pursued against individual Band employees, or for interest, damages, penalties, attorneys fees or other additions.

5.12 Spendthrift, Non-Assignment and Related Provisions.

a. ~~Payments under the Program~~ Payments may not be accelerated, assigned, hypothecated or pledged, and shall be exempt from any administrative, court garnishment, or other legal action.

b. The Program is designed as a needs-based welfare program. No person, including any Applicant or Recipient, shall be deemed to have a property interest or enforceable expectancy of any kind in the Program, Program assets, potential future payments, or any other feature of the Program, except that monies actually received by a Recipient shall thereupon become property of the Recipient.

c. The Program is designed to complement, rather than subsidize or replace other governmental or private assistance programs. ~~Such Program p~~Payments shall not be subject to levy, attachment, assignment, seizure or interception by any third person or entity, including any non-Band governmental agency, or any nursing home, assisted living unit, retirement home, or other elder care facility, for the purposes of recouping care-related expenses which would otherwise be borne by another assistance program. This provision may not be defeated by appointment or designation of such third person or entity as the Recipient's attorney-in-fact, guardian, or Authorized Representative, or through any similar device.

d. Any effort by an Applicant or Recipient to assign, hypothecate, or pledge payments under the Program, or any effort by a third person or entity to levy upon, attach, seize or otherwise obtain control of such payments in violation of any portion of this section 5.12, shall be grounds to deny, reduce, suspend or terminate payments under the Program to an Applicant or Recipient. Any such decision shall be made initially by the Benefits Director, which shall be in writing in the form provided for Benefits Director's decisions under § 5.10. Such decisions shall be appealable to the Court of Central Jurisdiction under § 5.11.

5.13 Planning. The Band's enrollment office will provide to the Benefits Director a list of enrolled Band members scheduled to turn 62 years of age within the following calendar quarter, and the following two calendar years. Based on such information, as well as other information which may be reasonably available, the Benefits Director may commence eligibility analyses, and shall also provide annual budget estimates of amounts necessary to support the Program, including anticipated payments and administrative expenses, to the Chief Executive Office and Band Assembly. As part of this effort, an actuarial report shall be conducted every three years by an outside consultant with oversight by the Commissioner of Finance.

5.14 Program Subject to Change or Elimination. The Program may be changed or

eliminated at any time by Band law for any reason, budgetary or otherwise. In particular and without limitation, the Band Assembly reserves the right to change the maximum monthly benefit, and to make any other necessary amendments. No one shall have a vested right to receive continued benefits under the Program, or benefits at a particular level, with respect to any period following such change or elimination.

5.15 Confidentiality. All information obtained by the Band regarding individual income, resources or other personal matters shall be kept confidential, except to the extent such information must be made available to the Benefits Director, Band ~~employees administering the Program~~ Financial Workers, ~~agents or auditors,~~ attorneys or others working on behalf of the Band who may reasonably need the information to conduct their duties or to governmental entities entitled to the information by law. Such information may also become public if it becomes subject to litigation under § 5.11. Data from multiple individuals may be compiled and statistics disseminated if individual identifying information is deleted.

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Attachment A

Allowable Shelter and Related Expenses

Allowable Shelter Expenses under § 3.4.6 of the Program shall include the following, to the extent paid or payable by the Applicant or Recipient:

A.1 Shelter Allowance. A shelter allowance equal to the greater of:

A.1.1 ~~\$354-750~~ per month; or

A.1.2 The sum of: (a) mortgage or rental payments; (b) homeowners or renters insurance premiums; (c) property taxes and other governmental assessments, to the extent not previously accounted for under § 3.4.5; (d) homeowner association dues, if any, and similar assessments; ~~(de)~~ basic repair and maintenance expenses; ~~(ef)~~ basic yard maintenance, including snow removal, lawn mowing and leaf raking and removal.

A.1.3 Any amounts paid for shelter by or on behalf of an individual residing in a nursing home, assisted living unit, retirement home or other elder care facility which is administered, certified or licensed by any governmental agency.

A.2 Utility Allowance. A utility allowance equal to the greater of:

A.2.1 ~~\$262-295~~ per month; or

A.2.2 The sum of: (a) heating costs; (b) electricity costs; (c) bottled gas costs; (d) costs for domestic water and sewer service; ~~(de)~~ costs for basic telephone service, including emergency features; ~~(ef)~~ costs for basic television cable service; ~~(fg)~~ costs for basic garbage pick-up service; (gh) costs for basic post office box; (i) costs for basic internet service.

A.2.3 Any amounts paid for utilities by or on behalf of an individual residing in a nursing home, assisted living unit, retirement home or other elder care facility which is administered, certified or licensed by any governmental agency.

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Attachment B

Allowable Medical and Related Expenses

Allowable medical and related expenses under § 3.4.7 of the Program shall include the following, to the extent paid or payable by the Applicant or Recipient, and not covered by Medicare, Medicaid or other governmental assistance programs or private insurance, including the Band's Circle of Health program:

B.1 Medical, dental and prescription drug expenses;

B.2 Health insurance premiums, co-payments and deductibles, including for medical, dental, vision and other insurance plans;

B.3 Costs of medical transportation, including ambulances, travel to and from medical appointments, or to pick up medical supplies;

B.4 Costs of eyeglasses, contact lenses, hearing aids, prosthetics, wheelchairs, walkers, crutches, other medically recommended or prescribed equipment or devices of any kind, and the costs of medically recommended or prescribed alterations to a home, motor vehicle or vessel;

B.5 Costs of medically recommended, prescribed or reasonably necessary medical treatments or supplies, including but not limited to physical and occupational therapy, exercise programs and therapeutic massage, and any medically recommended, prescribed or reasonably necessary supplies, including over-the-counter items;

B.6 Amounts paid for in-home caregivers, nurses and aides;

B.67 Reasonable costs, as determined by the Benefits Director, of alternative medical treatments or therapies, including but not limited to acupuncture, acupressure, chiropractic, naturopathic, homeopathic and traditional Indian treatments or therapies;

B.78 The following monthly additions to cover special dietary costs, based on a diagnosis of:

B.7.1 Diabetes — \$135175;

B.7.2 Hypoglycemia — \$2755;

B.7.3 Heart disease — \$3455;

B.7.4 Need for lactose-free diet — \$3455;

B.7.5 Celiac disease or need for gluten-free diet — \$55;

B.7.56 Cancer — \$7595;

B.7.67 Obesity — \$7595;

B.7.78 Other — \$2745.

B.89 Any amounts paid for medical, nursing, pharmaceutical or related care by or on behalf of an individual which is provided in a nursing home, assisted living unit, retirement home, hospital, hospice or other elder care facility which is administered, certified or licensed by any governmental agency.

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Attachment C

Allowable Transportation Expenses

Allowable transportation expenses under § 3.4.8 of the Program shall include those set forth below. Items C.1 through C.4 only apply to a single vehicle, which must be owned by the Applicant or Recipient. All claimed expenses must be reasonable, as determined by the Benefits Director, and must be paid or payable by the Applicant or Recipient and not covered by another governmental assistance program.~~the following, to the extent they are reasonable, and are paid or payable by the Applicant or Recipient, and not covered by governmental assistance programs:~~

C.1 Vehicle loan or rental payments;

C.2 Vehicle insurance payments;

C.3 Vehicle repair costs;

C.4 Vehicle fuel and fluid costs;

C.5 Other reasonable and necessary transportation costs, including but not limited to public transportation costs.

C.6 All reasonable amounts paid for transportation by or on behalf of an individual: (a) traveling to or from a nursing home, assisted living unit, retirement home or other similar facility in which the individual resides or plans to reside; (b) traveling to or from a hospital, hospice or medical or therapeutic treatment facility of any kind; or (c) traveling in an ambulance or other specialized medical treatment vehicle.

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Attachment D

Allowable Cultural Expenses

Allowable cultural expenses under § 3.4.9 of the Program shall include the following, to the extent paid or payable by the Applicant or Recipient:

- | **D.1** Attendance at ceremonial dances or pow wows at ~~\$25~~45 per activity;
- | **D.2** Attendance at elder meetings or other planned elder activities at ~~\$25~~45 per activity;
- | **D.3** Attendance at Wisdom Steps or similar conferences at ~~\$40~~60 per day;
- | **D.4** Cost of tobacco for ceremonial purposes at ~~\$10~~20 per month;
- D.5** Actual cost, to the extent reasonable, to acquire and maintain ceremonial objects, including dance regalia, ceremonial drums, and related items;
- D.6** Actual cost of gathering rice, birch bark, berries, syrup and related items, including expenses related to processing, necessary equipment and permits;
- D.7** Reasonable cost of gifts for ceremonial purposes.

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Attachment E

Allowable Food, Clothing and Incidental Expenses

Allowable food, clothing and incidental expenses under § 3.4.10 of the Program shall include the amounts per month set forth in either §§ E.1 or E.2 below:

E.1 For individuals not living in a nursing home, assisted living unit, retirement home, hospice or other elder care facility which is administered, certified or licensed by any governmental agency:

- E.1.1** ~~\$235-315~~ for food;
- E.1.2** ~~\$75-95~~ for clothing;
- E.1.3** ~~\$75-95~~ for personal hygiene/paper supplies;
- E.1.4** ~~\$25-45~~ for cleaning products and incidentals.

E.2 For individuals living in a nursing home, assisted living unit, retirement home, hospice or other elder care facility which is administered, certified or licensed by any governmental agency, any reasonable amounts actually paid for any items described in §§ E.1.1 through E.1.4 by or on behalf of such individual.

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