

Band Assembly Bill 18-02-05-19

A Bill of Supplemental Appropriation and Budget Transfer for the Natural Resources, Health & Human Services, Administration, Legislative and Education Departments for the Fiscal Year ending September 30, 2018 and Fiscal Year ending September 30, 2019.

The District II Representative introduced the following Bill on the 8th day of November, 2018.

Preamble

Be it enacted by the Band Assembly of the Mille Lacs Band of Ojibwe for the purpose of appropriating and authorizing expenditures and budget transfer for the Natural Resources, Health & Human Services, Administration, Legislative and Education Departments for the Fiscal Year ending September 30, 2018 and Fiscal Year ending September 30, 2019.

Title I

Section 1: Governmental Operations. The Band Assembly hereby appropriates and authorizes expenditures and budget transfers for the Natural Resources, Health & Human Services, Administration, Legislative and Education Departments for the Fiscal Year ending September 30, 2018 and Fiscal Year ending September 30, 2019.

Section 1.01: Amendment to Section 1.02. The Band Assembly hereby appropriates and authorizes the expenditures of: Fifty thousand dollars and no cents (\$50,000.00) for Re-Entry 222-4530-2 of FY18 Grant Funds as submitted; Four thousand, five hundred, ninety-eight dollars and no cents (\$4,598.00) for Commissioner 226-4110-4 of FY18 Self Governance Funds as submitted; Twelve thousand, eight hundred, seventy-five dollars and no cents (\$12,875.00) for Building Maintenance 221-4220-4 of FY18 Self Governance Funds as submitted; Twenty-three thousand, four hundred, one dollar and no cents (\$23,401.00) for ALU O & M 221-4370-4 of FY18 Self Governance Funds as submitted under **Health & Human Services** which amends the **Total Fiscal Year 2018 Mille Lacs Band Tribal Operations** to read: Two hundred eighty-four million, five hundred twenty-six thousand, seven hundred seventy-five dollars and sixty-six cents (\$284,526,775.66).

Eight thousand, eight hundred dollars and no cents (\$8,800.00) For DNR Enforcement 251-5290-0 of a Re-Appropriation of FY18 Unspent/Net Revenue Funds to complete the purchase of three Flir vehicle thermal camera systems used to assist with night enforcement operations and search and rescue calls as submitted under **Natural Resources**; Two hundred thousand dollars and no cents (\$200,000.00) for Aazhoomog Clinic 221-4030-4 of FY19 Self Governance Funds for roof repair of the Aazhoomog Clinic as submitted; Thirty-nine thousand, one hundred, seventy-two dollars and no cents (\$39,172.00) for Safe Harbor 223-4735-1 of year two of FY19 Grant Funds designed to help improve outcomes for Native Youth victims of human trafficking as submitted of under **Health & Human Services**; Eighteen thousand dollars and no cents (\$18,000.00) for Urban Admin 107-2280-5 of a Re-Appropriation of FY18 Unspent/Net Revenue Funds donated from the Chief Executive Office in August to support fitness memberships for MLB members in the Urban area as submitted under **Administration**;

thousand dollars and no cents (\$30,000.00) for NAS Enhancement 203-3370-4 of FY19 Grant Funds for school improvement initiatives and activities for the 2018-2019 school year as submitted; One hundred twenty-three thousand, forty-two dollars and eighty cents (\$123,042.80) for O & M Repairs 203-3180-0 of Unspent FY18 Permanent Initiative Funds needed to complete unfinished contracted projects including, sewer & modular project, installation of roof top unit and sealcoat Abinoojiiyag parking lot as submitted; Twenty-five thousand dollars and no cents (\$25,000.00) for CSBG 203-3300-2 of FY19 Grant Funds under **Education**; Forty thousand, two hundred fifty dollars and twenty-one cents (\$40,250.21) for District III 101-1030-5 of a Re-Appropriation of FY18 Unspent/Net Revenue Funds for the purchase books from a previous historic project contract under **Legislative** which amends the **Total Fiscal Year 2019 Mille Lacs Band Tribal Operations** to read: One hundred twenty-three million, seventy-six thousand, three hundred seventeen dollars and fifty cents (\$123,076,317.50).

Section 1.02: The Band Assembly hereby appropriates and authorizes the expenditures of supplemental programmatic funds for the following:

<u>Tribal Operation Fiscal Year 2018</u>	<u>Supplemental</u>	<u>Total Amended Amount</u>
Health & Human Services		
Re-Entry 222-4530-2 of FY18 Grant Funds	\$50,000.00	
Commissioner 226-4110-4 of FY18 Self Governance Funds	\$4,598.00	
Building Maintenance 221-4220-4 of FY18 Self Governance Funds	\$12,875.00	
ALU O & M 221-4370-4 of FY18 Self Governance Funds	\$23,401.00	\$35,705,818.64
Total Grant/Self Governance Funds for Fiscal Year 2018		\$57,099,204.12
<u>Total Operation for Fiscal Year 2018</u>		\$284,526,775.66
<u>Tribal Operation Fiscal Year 2019</u>	<u>Supplemental</u>	<u>Total Amended Amount</u>
Natural Resources		
DNR Enforcement 251-5290-0 Of Re-Appropriation of FY18 Unspent/Net Revenue Funds	\$8,800.00	\$4,317,506.00
Health & Human Services		
Aazhoomog Clinic 221-4030-4 of FY19 Self Governance Funds	\$200,000.00	
Safe Harbor 223-4735-1 of FY19 Grant Funds	\$39,172.00	\$28,998,270.49

Administration

Urban Admin 107-2280-5
of a Re-Appropriation of FY18
Unspent/Net Revenue Funds

\$18,000.00

\$26,681,365.00

Education

NAS Enhancement 203-3370-4
of FY19 Grant Funds

\$30,000.00

O & M Repairs 203-3180-0
of Unspent FY18 Permanent
Initiative Funds

\$123,042.80

CSBG 203-3300-2
of FY19 Grant Funds

\$25,000.00

\$17,565,132.80

Legislative

District III 101-1030-5
of a Re-Appropriation FY18
Unspent/Net Revenue Funds

\$40,250.21

\$7,882,327.21

Total Unspent/Net Revenue Funds for Fiscal Year 2019

\$31,003,657.21

Total Grant/Self Governance Funds for Fiscal Year 2019

\$32,230,044.49

Total Permanent Initiative Funds for Fiscal Year 2019

\$732,578.80

Total Operation for Fiscal Year 2019

\$123,076,317.50

Section 1.03: The Band Assembly hereby authorizes the Budget Revision/Budget Transfers of programmatic funds for the following:

FY2018 Natural Resources: budget transfer from Cultural Grounds to DNR Wildlife to cover deficit amounts as submitted (see attached):

Cultural Grounds 251-4810-0

(\$4,664.98) to

DNR Wildlife 251-5540-0

\$4,664.98

FY2019 Legislative: budget transfer from District III to Urban Administration budget for a donation for the homeless as submitted (see attached):

District III 101-1030-5

(\$10,000.00) to

Urban Administration 107-2280-5

\$10,000.00

Section 1.04: All funds appropriated for federal, state and private grant funds shall be appropriated to align with the grant term so as to automatically carry-over to the next Fiscal Year if appropriated funds remain and if the grant is not completed within Fiscal Year 2018 and Fiscal Year 2019. If, for any reason, the grant term runs over the original end date causing costs to exceed the original appropriated amount, the Band Assembly must be notified so as to take appropriate action. In addition, Band Assembly hereby appropriates and authorizes the expenditure of all federal, state and private grant funds only after receipt by Band Assembly, of signed award letter from grantor agency.

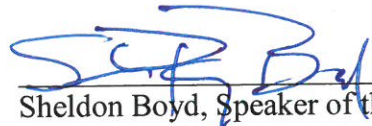
Section 1.05: The Band Assembly hereby authorizes Commissioners to approve budgetary revisions within programs up to **\$10,000.00** provided that the revisions are allowable under grant provisions, if applicable and that sufficient funds are available for the revision. For revisions over **\$10,000.00**, the Band Assembly hereby authorizes the Administration Policy Board to approve budget revisions within programs of up to 50% of the total program's budget within a given budget line if the program is under **\$100,000.00** and up to 20% if the program is **\$100,000.00** or greater.

Section 1.06: All funds appropriated are maximum fund amounts and shall not be exceeded.

Ordinance 05-19
(Band Assembly Bill 18-02-05-19)

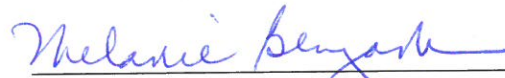
Introduced to the Band Assembly on this
Eighth day of November in the year
Two thousand eighteen.

Passed by the Band Assembly on this
Eighth day of November in the year
Two thousand eighteen.


Sheldon Boyd, Speaker of the Assembly

APPROVED

Date: November 13, 2018


Melanie Benjamin, Chief Executive

OFFICIAL SEAL OF THE BAND

Darcie BigBear2

From: Joni Wall
Sent: Wednesday, October 31, 2018 1:49 PM
To: Darcie BigBear2
Cc: Angel Oehrlein
Subject: the APB min. of 10/25/18 - some corrections
Attachments: 5290 budget for FY2018.pdf

Hi,

There is a request from DNR asking for funds from FY2018 to be appropriated to FY2019.
This would be the 5290 budget for \$8,800.00.

The budget number is **5290, not 5490**. It is for **FY2019, not FY2018**. And, **toss the FY2018 budget, and add this budget sheet for unspent FY2018 funds**.

(And, on the Real Estate one, the DNR fund is always 251 now, not 250)

Also, the appropriation for Urban 2280 for \$18,000 is for unused Net Revenue funds.

Thank you!

Joni Wall
Financial Analyst
Mille Lacs Band of Ojibwe
320-532-7473

Darcie BigBear2

From: Joni Wall
Sent: Thursday, November 01, 2018 9:03 AM
To: Darcie BigBear2
Cc: Angel Oehrlein
Subject: one more change for the APB min. of 10-25-18

Importance: High

Hi,

**The Re-Entry Grant for HHS, 4530 for \$50,000.00 should be for FY2018, not FY2019.
This needs to be appropriated in the proper year.**

Thank you again!

Joni Wall
Financial Analyst
Mille Lacs Band of Ojibwe
320-532-7473

**ADMINISTRATION POLICY BOARD
REGULAR MEETING
OCTOBER 25, 2018 – BAND ASSEMBLY
MESHAKWAD COMMUNITY CENTER PARTY ROOM**

The Commissioner of Community Development called the meeting to order at 9:45 a.m.

MEMBERS PRESENT

Percy Benjamin, Commissioner of Community Development
Rick St. Germaine, Commissioner of Education
Rebecca St. Germaine, Commissioner of Health & Human Services
Bradley Harrington, Commissioner of Natural Resources

MEMBERS ABSENT

Commissioner of Administration, vacant
Assistant Commissioner of Administration, vacant

QUORUM PRESENT

OTHERS PRESENT

Baabitaw Boyd, Executive Director of Administration
Deanna Blesi, Special Consultant to HHS Commissioner
Jeff Larson, Interim Executive Director of HHS
Ginger Weyaus, Director of Circle of Health
Robin Garcia, Health Director
Maria Costello, D3 Legislative Assistant
Angel Oehrlein, Executive Assistant of Administration

Approval of Agenda

The Commissioner of Natural Resources made a motion to approve the October 25, 2018, Administration Policy Board for Band Assembly agenda. The Commissioner of Health & Human Services seconded the motion. (attachment #1)

ROLL CALL VOTE

Rick St. Germaine	--Aye
Rebecca St. Germaine	--Aye
Bradley Harrington	--Aye

3- For 0- Against 0- Silent Motion Carried

CONTRACTS

The Commissioner of Natural Resources made a motion to approve and forward to Band Assembly for approval the following contracts:

Community Development

Degerstrom & Sons Construction, LLC - \$29,500.00 – to provide materials and labor for renovation of a residential garage for an Elder home in Hinckley to repair damage from a fire as submitted (attachment #2)

- Cobra Construction, Inc. - \$3,394.00 – addendum #1 to increase contract for cost of constructing a wall as part of the Pine Grove Kitchen remodel project and to extend the contract date to November 2, 2018, with total contract amount of \$297,821.61 as submitted (attachment #3)**
- Cobra Construction, Inc. - \$(3,394.00) – addendum #2 to decrease and reverse addendum #1 for the Pine Grove Kitchen remodel as submitted (attachment #4)**
- Cobra Construction, Inc. - \$30,582.77 – addendum #3 to increase contract for cost of the contractor supplying the kitchen equipment and to account for the other changes made to the work scope of the Pine Grove Kitchen remodel with contract date extension to December 31, 2018 and total contract amount of \$325,010.38 as submitted (attachment #5)**
- SCR Companies - \$250,000.00 – to provide service of the MLB Facilities heating, cooling and control systems in D1, D2 & D3 through September 30, 2019, as submitted (attachment #6)**

Health & Human Services

- ScriptPro USA Inc. - \$40,000.00 – to provide pharmacy support services for pharmacy equipment used in processing prescriptions, including the robot, message board, IVR, signature services and report features through September 30, 2019, as submitted (attachment #7)**

Natural Resources

- Northland Towing - \$38,750.00 – to provide demolition of home, abatement of ACM's and removal of trees and debris in Hinckley as submitted (attachment #8)**

Administration

- Bohn Properties - \$30,272.00 – to provide annual office space lease for AanjiBimaadizing program in D2 through October 31, 2019, as submitted (attachment #9)**

The Commissioner of Health & Human Services seconded the motion.

ROLL CALL VOTE

Rick St. Germaine	--Aye
Rebecca St. Germaine	--Aye
Bradley Harrington	--Aye

3- For	0- Against	0- Silent	Motion Carried
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FINANCE

Budget Revisions/Transfers

The Commissioner of Natural Resources made a motion to approve and forward to Band Assembly for approval the following budget transfer:

Natural Resources

FY 2018 – DNR Wildlife 251-5540-0 - \$4,664.98 – transfer funds from Cultural Grounds 251-4810-0 to cover deficit amounts as submitted (attachment #10)

The Commissioner of Health & Human Services seconded the motion.

ROLL CALL VOTE

Rick St. Germaine	--Aye
Rebecca St. Germaine	--Aye
Bradley Harrington	--Aye

3- For 0- Against 0- Silent Motion Carried

REQUEST FOR APPROPRIATION

The Commissioner of Health & Human Services made a motion to approve and forward to Band Assembly for approval the following requests for appropriation:

Natural Resources

FY 2019 – Real Estate ²⁵¹250-5950-0 – \$550,000.00 – request appropriation of Permanent Initiative funds to support the purchase of approximately 49.29 acres of vacant land including lakeshore along Twilight Road adjacent to the Hillcrest property in D1 as submitted (attachment #11)

Should be FY 2019
FY 2018 – DNR Enforcement ⁵²⁹⁰251-5490-0 - \$8,800.00 – request appropriation of carryover FY 2018 Unspent Net Revenue funds to complete the purchase of three Flir vehicle thermal camera systems used to assist with night enforcement operations and search and rescue calls as submitted (attachment #12)
Should be 5290

Health & Human Services

FY 2019 – Aazhoomog Clinic 221-4030-4 - \$200,000.00 – request appropriation of IHS funding for roof repair of the Aazhoomog Clinic as submitted (attachment #13)

Should be FY 18
FY 2019 – Re-Entry 222-4530-2 - \$50,000.00 – request appropriation of DOC grant funds as submitted (attachment #14)

FY 2019 – Safe Harbor 223-4735-1 - \$39,172.00 – request appropriation of year 2 of MN Dept Health grant funds designed to help improve outcomes for Native Youth victims of human trafficking as submitted (attachment #15)

FY 2018 – Commissioner 226-4110-4 - \$4,598.00 – request appropriation of IHS funding as submitted (attachment #16)

- FY 2018 – Building Maintenance 221-4220-4 - \$12,875.00 – request appropriation of IHS funding as submitted (attachment #17)**
FY 2018 – ALU O & M 221-4370-4 - \$23,401.00 – request appropriation of IHS funding as submitted (attachment #18)

Administration

- FY 2019 – Urban Admin 107-2280-5 - \$18,000.00 – request appropriation of FY 2018 carryover unused funds donated from the Chief Executive Office in August to support fitness memberships for MLB members in the Urban area as submitted (attachment #19)**

Net Rev Funds

Education

- FY 2019 – NAS Enhancement 203-3370-4 - \$30,000.00 – request appropriation of new BIE funds for school improvement initiatives and activities for the 2018-2019 school year as submitted (attachment #20)**
FY 2019 – O & M Repairs 203-3180-0 - \$123,042.80 – request appropriation of FY 2018 Unspent Permanent Initiative funds needed to complete unfinished contracted projects including, sewer & modular project, installation of roof top unit and sealcoat Abi parking lot as submitted (attachment #21)
FY 2019 – CSBG 203-3300-2 - \$25,000.00 – request appropriation of grant funds as submitted (attachment #22)

The Commissioner of Natural Resources seconded the motion.

The Commissioner of Natural Resources stated the real estate request is for property that has been in the works for some time which is all vacant land and connects to other property parcels in the area which also has a number of maple for tapping.

The Commissioner of Community Development stated Urban members have expressed wanting to have leadership visit more frequently so we may be holding various meetings there more often in the future.

The Commissioner of Health & Human Services asked if the Band's health insurance covers fitness memberships. The Director of Circle of Health is unsure but offered to research and provide information back to the board. The Commissioner of Community Development stated information for that option would be beneficial in assisting to promote use of the fitness centers in the new community centers with supplementing costs of memberships for both Band members and employees to better utilize the facilities.

ROLL CALL VOTE

Rick St. Germaine	--Aye
Rebecca St. Germaine	--Aye
Bradley Harrington	--Aye

3- For

0- Against

0- Silent

Motion Carried

OTHER

The Commissioner of Education noted changes to the following:

Education

Higher Education Policy – revision of policy to again include descendants and increased funding amounts as submitted (attachment #23)

The Commissioner of Education stated a presentation was taking place with Band Assembly today regarding the updated changes to the policy. The cost of higher education continues to increase so to address that the amount of funding is increasing. Additionally, the inclusion of descendants eligible for scholarships is being included in the update.

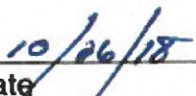
The Commissioner of Health & Human Services made a motion to adjourn.

The Commissioner of Natural Resources seconded the motion.

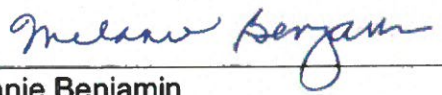
The meeting adjourned at 10:02 a.m.



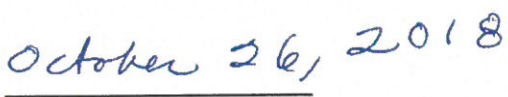
Percy Benjamin
Commissioner of Community Development



Date



Melanie Benjamin
Chief Executive



Date

#10

INTEROFFICE MEMO



DATE: 10/25/2018
TO: APB & BA
FROM: BRADLEY E. HARRINGTON, COMMISSIONER OF NATURAL RESOURCES
CC: ALYSSA WELSH, OFFICE MANAGER
RE: REQUEST APPROVAL FOR BUDGET TRANSFER



Department of Natural Resources is requesting Administration Policy Board and Band Assembly to approve a budget transfer from Cultural Grounds Salary (4000-251-5810-0) into DNR Wildlife (251-5540-0) in the amount of \$4,664.98 as submitted. This amount is to fix all deficits in the Wildlife budget.

<u>Department:</u>	<u>DECREASE</u>	<u>INCREASE</u>
Cultural Grounds (4000-251-5810-0)	\$4,664.98	
DNR Wildlife (251-5540-0)		\$4,664.98
	\$4,664.98	\$4,664.98

#109

 Commissioner of Natural Resources	 Administration Policy Board
10/23/18 Date	10/30/18 Date




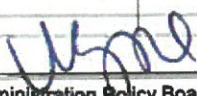
MILLE LACS BAND OF OJIBWE INDIANS
Budget vs. Actual
5540 - WILDLIFE
 For the Twelve Months Ending Sunday, September 30, 2018

10/22/2018
8:49 AM

		September	Fiscal Year to Date						
					Budget			Revised to	% Used
		MTD Actual	Encumbrances	Actual	Original	Revisions	Revised	Actual	
Revenues									
8030	NET REVENUE	-	-	-	\$84,522.30	-	\$84,522.30	(\$84,522.30)	-
	Total revenues	-	-	-	84,522.30	-	84,522.30	(84,522.30)	-
Expenditures									
4000	SALARIES	7,408.52	-	49,539.32	45,268.91	-	45,268.91	(4,270.41)	109%
4105	HEALTH INSURANCE	258.30	-	10,421.11	6,739.32	4,200.00	10,939.32	518.21	95%
4106	LIFE INSURANCE	23.25	-	204.58	233.59	-	233.59	29.01	88%
4107	DISABILITY INSURANCE	68.75	-	660.00	599.70	20.00	619.70	(40.30)	107%
4108	DENTAL INSURANCE	(196.03)	-	232.61	291.84	180.00	471.84	239.23	49%
4109	WORKERS COMPENSATION	8.17	-	54.66	1,176.99	-	1,176.99	1,122.33	5%
4110	UNEMPLOYMENT TAX	-	-	150.81	675.00	-	675.00	524.19	22%
4111	RETIREMENT	444.54	-	2,972.67	2,716.13	-	2,716.13	(256.54)	109%
4112	EMPLOYERS FICA	566.75	-	3,789.76	3,463.07	-	3,463.07	(326.69)	109%
4300	CONSULTING CONTRACTING	-	1,250.00	1,250.00	3,000.00	(500.00)	2,500.00	-	100%
4400	LOCAL MILEAGE	830.58	-	3,982.75	2,500.00	2,152.17	4,652.17	669.42	86%
4450	NON LOCAL TRAVEL	-	-	167.45	-	167.45	167.45	-	100%
4550	POSTAGE	-	-	-	100.00	(37.01)	62.99	62.99	-
5000	TRAINING	-	-	375.00	800.00	(400.00)	400.00	25.00	94%
6100	OFFICE SUPPLIES	-	-	-	100.00	(100.00)	-	-	-
6120	VEH-GEN LIAB-CYBER LIAB-PROP INS	-	-	880.66	-	880.66	880.66	-	100%
6200	CULTURAL ACTIVITIES	-	-	-	500.00	(450.00)	50.00	50.00	-
6300	PRINTING COPYING	-	-	-	1,500.00	(1,500.00)	-	-	-
6400	PROGRAM SUPPLIES	2,973.95	-	2,973.95	4,000.00	(2,811.10)	1,188.90	(1,785.05)	250%
6668	DONATIONS	-	-	-	250.00	(250.00)	-	-	-
6800	PROGRAM ACTIVITIES	-	-	309.00	1,900.00	(1,582.17)	317.83	8.83	97%
9010	INDIRECT COST	1,237.27	-	9,972.95	8,707.75	30.00	8,737.75	(1,235.20)	114%
	Total expenditures	13,624.05	1,250.00	87,937.28	84,522.30	-	84,522.30	(4,684.98)	106%
	Revenue over(under) expenditures	(\$13,624.05)	(\$1,250.00)	(\$87,937.28)	-	-	-	(\$89,187.28)	-

Budget Revision Spreadsheet

#106

Mille Lacs Band of Ojibwe		Date		10/22/2018	
Budget Revision					
Department		251-5810-0			
Program Name		Cultural Grounds			
Source of Revenue	Check Off	Amount	Check Off	Revision Type	
Federal Grant		\$ -		Increase in Revenue and Expenditures	
State Grant		\$ -		Contingency Fund Utilization	
Net Revenue				Increased Expenditures without	
Carryover		\$ -		Increase in Revenue	
Program Transfer		\$ 4,664.98		Carry Over	
Self Governance		\$ -	X	Dept Transfer	
Total Revenue		\$ 4,664.98			
Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000	24,773.37		(4,664.98)	20,108.39
Health Insurance	4105				
Life Insurance	4106				
Disability Insurance	4107				
Dental Insurance	4108				
Workers Compensation	4109				
Unemployment Tax	4110				
Retirement	4111				
Employers FICA	4112				
PERA	4113				
Consulting Contracting	4300				
Local Mileage	4400				
Non- Local Travel	4450				
Communications	4500				
Postage	4550				
Training	5000				
Miscellaneous Expenditures	5700				
Office Supplies	6100				
Gen_Liab Insurance	6120				
Cultural Activities	6200				
Printing Copying	6300				
Program Supplies	6400				
Lease Rental	6500				
Bldg. Equip. Maintenance	6600				
Donations	6668				
Utilities	6700				
Vehicle Maintenance	6720				
Program Activities	6800				
Hotel Comps	6811				
Treaty Rights	6841				
Small Equipment	7000				
Equipment	7100				
Fisheries Equipment	7101				
Construction	7200				
Indirect Cost	9010				
Totals:		\$ 24,773.37	\$ -	\$ (4,664.98)	20,108.39
		10/22/18			10/30/18
Commissioner of Natural Resources		Date	Administration Policy Board		Date



MILLE LACS BAND OF OJIBWE INDIANS
Budget vs. Actual
5810 - CULTURAL GROUNDS - RUTLEDGE
For the Twelve Months Ending Sunday, September 30, 2018

10/22/2018
8:49 AM

		September	Fiscal Year to Date						
				Budget					
		MTD Actual	Encumbrances	Actual	Original	Revisions	Revised	Revised to Actual	% Used
Revenues									
8030	NET REVENUE	-	-	-	-	\$595,011.15	\$595,011.15	(\$595,011.15)	-
	Total revenues	-	-	-	-	595,011.15	595,011.15	(595,011.15)	-
Expenditures									
4000	SALARIES	37,824.66	-	276,194.69	-	307,368.80	307,368.80	31,174.11	90%
4105	HEALTH INSURANCE	3,713.20	-	55,692.54	-	85,341.00	85,341.00	29,648.46	65%
4106	LIFE INSURANCE	115.20	-	1,134.15	-	1,526.54	1,526.54	392.39	74%
4107	DISABILITY INSURANCE	305.30	-	3,476.35	-	4,181.59	4,181.59	705.24	83%
4108	DENTAL INSURANCE	(9.15)	-	1,428.42	-	3,339.96	3,339.96	1,910.54	43%
4109	WORKERS COMPENSATION	191.25	-	1,214.01	-	2,390.42	2,390.42	1,176.41	51%
4110	UNEMPLOYMENT TAX	-	-	1,742.94	-	4,984.38	4,984.38	3,241.44	35%
4111	RETIREMENT	1,927.56	-	12,340.29	-	17,542.13	17,542.13	5,201.84	70%
4112	EMPLOYERS FICA	2,848.30	-	20,873.69	-	23,513.71	23,513.71	2,640.02	89%
4300	CONSULTING CONTRACTING	-	-	2,000.00	-	2,000.00	2,000.00	-	100%
4400	LOCAL MILEAGE	373.87	-	657.27	-	283.40	283.40	(373.87)	232%
4450	NON LOCAL TRAVEL	331.26	-	2,797.07	-	5,000.00	5,000.00	2,202.93	56%
4500	COMMUNICATIONS	876.60	-	5,030.24	-	5,030.24	5,030.24	-	100%
5000	TRAINING	-	-	-	-	5,000.00	5,000.00	5,000.00	-
5700	MISCELLANEOUS EXPENDITURES	803.14	-	1,162.58	-	1,002.58	1,002.58	(160.00)	116%
6100	OFFICE SUPPLIES	217.89	-	217.89	-	1,000.00	1,000.00	782.11	22%
6120	VEH-GEN LIAB-CYBER LIAB-PROP INS	-	-	1,657.63	-	4,371.83	4,371.83	2,714.20	38%
6400	PROGRAM SUPPLIES	57.37	-	4,010.82	-	10,000.00	10,000.00	5,989.18	40%
6500	LEASE RENTAL	-	-	227.27	-	227.27	227.27	-	100%
6600	BUILDING EQUIPMENT MAINTENANCE	-	-	9,150.61	-	9,150.61	9,150.61	-	100%
6700	UTILITIES	178.25	-	6,564.20	-	15,000.00	15,000.00	8,435.80	44%
6720	VEHICLE/EQUIPMENT MAINTENANCE	6,241.74	-	12,459.15	-	7,000.00	7,000.00	(5,459.15)	178%
6800	PROGRAM ACTIVITIES	9,107.72	-	9,407.72	-	9,000.00	9,000.00	(407.72)	105%
6811	HOTEL COMPS	-	-	49.00	-	49.00	49.00	-	100%
7000	SMALL EQUIPMENT	3,119.61	-	3,385.07	-	3,385.07	3,385.07	-	100%
7100	EQUIPMENT	3,400.00	-	3,903.93	-	4,000.00	4,000.00	96.07	98%
9010	INDIRECT COST	4,386.29	-	53,620.69	-	63,322.62	63,322.62	9,701.93	85%
	Total expenditures	76,110.06	-	490,399.22	-	595,011.15	595,011.15	104,611.93	82%
	Revenue over(under) expenditures	(\$76,110.06)	-	(\$490,399.22)	-	-	-	(\$490,399.22)	-

#11



INTEROFFICE MEMORANDUM

To: APB and Band Assembly
From: Bradley Harrington, Commissioner of Natural Resources
Date: October 10, 2018
Re: Appropriations for 1 Property in District 1 (2019 FY)
cc: Bridgett Donahue, Director of Real Estate

The Real Estate Department is requesting appropriations from the **permanent initiative fund for fiscal year 2019** in the amount of **\$550,000.00** for approximately 49.29 acres of vacant land along Twilight Rd and across Highway 169 in Onamia, MN.

The 2019 fair-market value for the property, determined by the Mille Lacs Co. Assessor, is \$547,400.00. The Real Estate Department was able to **negotiate a sale price of \$545,000.00**.

This property is a vacant 49.29 acre property with 1,521' of lakeshore and is adjacent to the Hillcrest area of 32.8 acres of Band owned fee land. With this acquisition, the Band will own 2,923 contiguous feet of lakeshore along the Hillcrest area shoreline. The MLB Forester's report identifies mixed hardwoods on heavily forested upland located between Twilight Rd. and Hwy. 169.

Property taxes on this 49.29 acre parcel were \$6,836.00 for 2018. Once the Hillcrest property use has been determined, a fee-to-trust application can be submitted for the entire 32.8 acres.

Historical information on the property includes Al Capone's stone fireplace distilleries (x3) that are still standing on the property. The additional lakeshore will allow the Band to manage greenspace and help protect the lake.

\$548,000.00 should be placed into account 7301-251-5950-0 for the purchase price, title work and closing costs and **\$2,000.00** should be placed into account 4300-251-5950-0 to cover the Phase I environmental work.

Thank you for your time and consideration. If you have any questions or concerns, please contact Bridgett Donahue, Director of Real Estate at extension x7702 or myself at extension x7452.

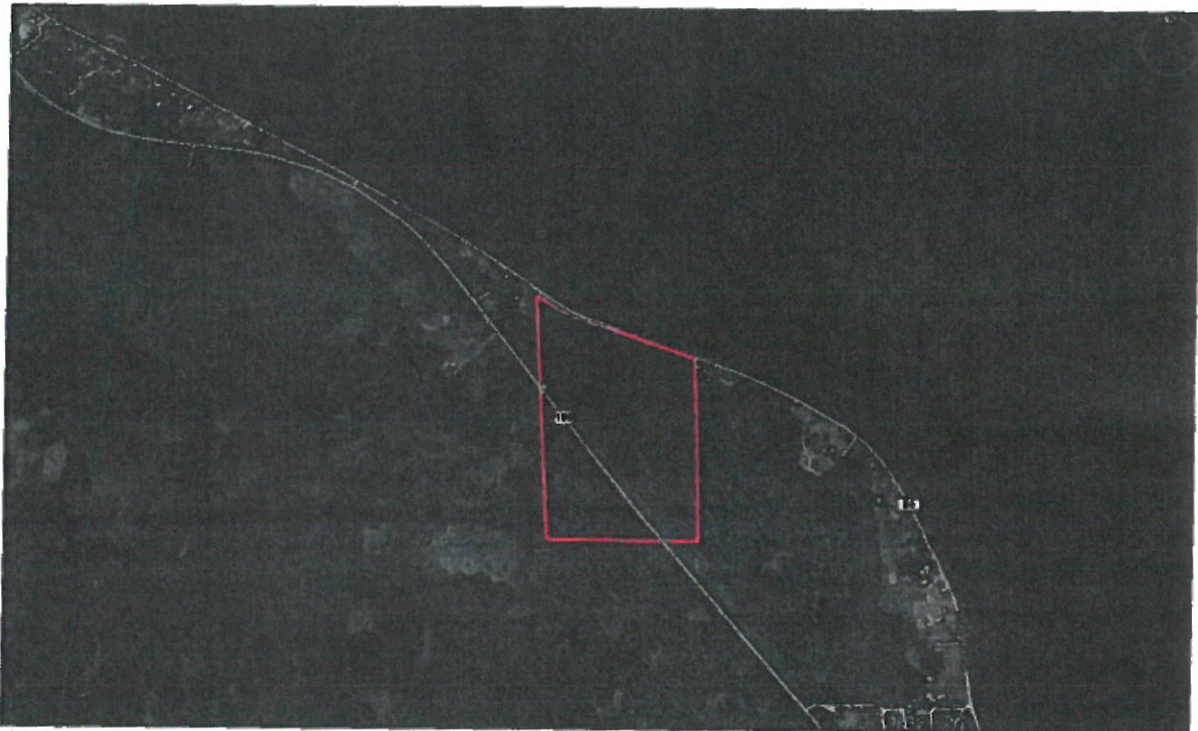
#11

Date _____

Duncan Property

The Duncan property is approximately 49 acres of mixed hardwoods located between Twilight road and highway 169 in Mille Lacs County. This property is adjacent to lands already owned by the Mille Lacs Band of Ojibwe. This property is heavily forested uplands. The dominate tree species on property are mature red oak, sugar maple and basswood. Because of the dense tree canopy there is virtually no understory tree seedling or other plant vegetation.

This property was fairly clean and free of trash outside of the expected garbage near the road. The only structures still standing on the property were the three fireplaces near the center of the property. There were also two concrete slabs surrounding the fire places from old homesteads that had collapsed in along with a third concrete slab located south east of the fire places.





Mille Lacs Band of Ojibwe - Real Estate Editor




Resolution Table

Current All Add Resolution

	Address	Street	Name	Owner First	Owner Last	Owner First2
--	---------	--------	------	-------------	------------	--------------

#12

INTEROFFICE MEMO

DATE: 10/23/2018
TO: ADMINISTRATIVE POLICY BOARD & BAND ASSEMBLY
FROM: JASON RICE - MILLE LACS BAND DNR ENFORCEMENT
CC: COMMISSIONER BRADLEY HARRINGTON 
RE: REQUEST TO APPROVE CARRY OVER



The Mille Lacs Band DNR/E is requesting approval for an appropriation to carry money over from the 2018 fiscal year budget into the 2019 fiscal year budget in the amount of \$8,800.00 for the purchase of 3 Flir vehicle thermal camera systems. These flir units will assist with night enforcement operations and search and rescue calls. These funds were available and earmarked to be spent in the 2018 fiscal year budget.

The budget line item for the receiving carry over funds is 251-5290-0.

If you have any questions please contact Jason Rice at 320-630-2619.



MILLE LACS BAND OF OJIBWE INDIANS
Budget vs. Actual
5290 - DNR ENFORCEMENT
 For the Twelve Months Ending Sunday, September 30, 2018

10/31/2018
1:05 PM

FY2018

		September	Fiscal Year to Date						
		MTD Actual	Encumbrances	Actual	Budget			Revised to Actual	% Used
					Original	Revisions	Revised		
Revenues									
8030	NET REVENUE	-	-	-	\$560,031.57	\$13,702.20	\$573,733.77	(\$573,733.77)	-
	Total revenues	-	-	-	560,031.57	13,702.20	573,733.77	(573,733.77)	-
Expenditures									
4000	SALARIES	27,053.72	-	199,232.68	278,532.80	(60,000.00)	218,532.80	19,300.12	91%
4105	HEALTH INSURANCE	3,425.50	-	15,615.33	78,546.84	(51,108.00)	27,438.84	11,823.51	57%
4105	LIFE INSURANCE	94.45	-	769.91	1,437.23	-	1,437.23	667.32	54%
4107	DISABILITY INSURANCE	206.25	-	2,007.50	2,998.50	-	2,998.50	991.00	67%
4108	DENTAL INSURANCE	143.70	-	480.89	3,188.64	-	3,188.64	2,707.95	15%
4109	WORKERS COMPENSATION	386.86	-	2,849.00	3,983.02	-	3,983.02	1,134.02	72%
4110	UNEMPLOYMENT TAX	-	-	544.11	3,375.00	-	3,375.00	2,830.89	16%
4112	EMPLOYERS FICA	379.98	-	2,806.20	4,038.73	-	4,038.73	1,232.53	69%
4113	PERA	3,059.39	-	30,869.97	47,907.64	-	47,907.64	17,037.67	64%
4300	CONSULTING, CONTRACTING	-	-	6,400.00	2,018.00	6,500.00	8,518.00	2,118.00	75%
4450	NON LOCAL TRAVEL	-	-	-	2,500.00	-	2,500.00	2,500.00	-
4500	COMMUNICATIONS	553.97	-	4,990.02	6,218.00	-	6,218.00	1,227.98	80%
4550	POSTAGE	40.44	-	174.63	-	200.00	200.00	25.37	87%
5000	TRAINING	-	-	638.00	4,000.00	1,000.00	5,000.00	4,362.00	13%
5700	MISCELLANEOUS EXPENDITURES	-	-	608.00	-	608.00	608.00	-	100%
6100	OFFICE SUPPLIES	-	-	-	1,000.00	-	1,000.00	1,000.00	-
6120	VEH-GEN LIAB-CYBER LIAB-PROP INS	-	-	3,259.38	4,500.00	-	4,500.00	1,240.62	72%
6400	PROGRAM SUPPLIES	187.71	-	10,320.96	6,800.00	5,000.00	11,800.00	1,479.04	87%
6600	BUILDING EQUIPMENT MAINTENANCE	-	-	96.75	-	100.00	100.00	3.25	97%
6688	DONATIONS	200.00	-	200.00	-	200.00	200.00	-	100%
6700	UTILITIES	327.00	-	1,614.23	1,700.00	-	1,700.00	85.77	95%
6720	VEHICLE/EQUIPMENT MAINTENANCE	3,248.56	-	30,143.78	45,000.00	(10,000.00)	35,000.00	4,856.22	86%
6800	PROGRAM ACTIVITIES	-	-	-	1,000.00	7,500.00	8,500.00	8,500.00	-
7000	SMALL EQUIPMENT	4,936.62	127.00	56,806.82	1,500.00	60,702.20	62,202.20	5,268.38	92%
7100	EQUIPMENT	37,000.42	-	52,743.43	-	53,000.00	53,000.00	256.57	100%
9010	INDIRECT COST	4,342.66	-	47,569.73	59,787.17	-	59,787.17	12,217.44	80%
	Total expenditures	85,587.23	127.00	470,741.12	560,031.57	13,702.20	573,733.77	102,866.65	82%
	Revenue over(under) expenditures	(\$85,587.23)	(\$127.00)	(\$470,741.12)	-	-	-	(\$470,868.12)	-

*Unspent in
FY2018*

Budget Revision Spreadsheet

#129

Mille Lacs Band of Ojibwe		Date 10/22/2018	
Budget Revision			
Department	251-5290-0	FY 2019	
Program Name	DNR Enforcement		

Source of Revenue	Check	Amount	Check	Revision Type
	off		off	
Federal Grant				Increase in Revenue and Expenditures
State Grant		\$ -		Contingency Fund Utilization
Net Revenue		\$ -		Increased Expenditures without
Carryover		\$ 8,800.00		Increase in Revenue
Program Transfer		\$ -	X	Carry Over
Income		\$ -		
Total Revenue				

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000				
Health Insurance	4105				
Life Insurance	4106				
Disability Insurance	4107				
Dental Insurance	4108				
Workers Compensation	4109				
Unemployment Tax	4110				
Retirement	4111				
Employers FICA	4112				
PERA	4113				
Consulting Contracting	4300				
Non- Local Travel	4450				
Communication	4500				
Postage	4550				
Training	5000				
Office Supplies	6100				
Gen_Liab Insurance	6120				
Program Supplies	6400				
Building Equipment Maintene	6600				
Utilities	6700				
Vehicle/Equip. Maint.	6720				
Program Activity	6800				
Small Equipment	7000				
Equipment	7100	35,000.00	8,800.00		43,800.00
Indirect Costs	9010				
Totals:		\$ 35,000.00	\$ 8,800.00	\$ -	43,800.00

<i>Bradley E. Harrington</i>	10/24/18	<i>WJMD</i>	10/30/18
Commissioner of DNR	Date	Administration Policy Board	Date

Budget Revision Spreadsheet

#126

Mille Lacs Band of Ojibwe			Date		10/22/2018	
Budget Revision						
Department			251-5290-0		FY 2018	
Program Name			DNR Enforcement			
Source of Revenue			Check Off	Amount	Check Off	Revision Type
Federal Grant						Increase in Revenue and Expenditures
State Grant				\$ -		Contingency Fund Utilization
Net Revenue				\$ -		Increased Expenditures without
Carryover				\$ 8,800.00		Increase in Revenue
Program Transfer				\$ -	X	Carry Over
Income				\$ -		
Total Revenue						
Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount	
Salaries	4000	19,300.12		(8,800.00)	10,500.12	
Health Insurance	4105					
Life Insurance	4106					
Disability Insurance	4107					
Dental Insurance	4108					
Workers Compensation	4109					
Unemployment Tax	4110					
Retirement	4111					
Employers FICA	4112					
PERA	4113					
Consulting Contracting	4300					
Non- Local Travel	4450					
Communication	4500					
Postage	4550					
Training	5000					
Office Supplies	6100					
Gen_Liab Insurance	6120					
Program Supplies	6400					
Building Equipment Maintenance	6600					
Utilities	6700					
Vehicle/Equip. Maint.	6720					
Program Activity	6800					
Small Equipment	7000					
Indirect Costs	9010					
Totals:		\$ 19,300.12	\$ -	\$ (8,800.00)	10,500.12	
Commissioner of DNR		Date	Administration Policy Board		Date	
Bradley E. Huntington		10/24/18	Wynne		10/30/18	



***Mille Lacs Tribal Department of
Natural Resources Enforcement***

43408 Oodena Drive
Onamia, MN 56359
Phone: 320-532-3430
FAX: 320-532-4190

MEMO

To: OMB
From: Jason Rice, Sergeant
Date: 10-23-2018
Re: Flir vehicle camera systems purchase

I made an inquiry into the manufacturer and the place they stated had the vehicle thermal camera kits was NAVTV Corporation. This is the only dealer of their product that has the vehicle kit we are looking for.

I can be reached at extension 7540 if you have any questions.

Coral Springs, FL 33065

Date	Quote #
9/24/2018	77026

Name / Address
MILLE LACS TRIBAL DNR ENFORCEMENT SGT JASON RICE 43408 OODENA DRIVE ONAMIA, MN 56359

Rep	Project
RF	

[illegible]

#13

INTEROFFICE MEMORANDUM

To: APB / Band Assembly
CC: Rebecca St Germaine
From: Nicole LaGuard, HHS Finance Manager
Subject: IHS funding Appropriation
Date: October 16, 2018



Mille Lacs Band Health and Human Services is requesting appropriation of IHS funding in the amount of \$200,000. This money is to cover the roof repair on the Aazhoomog Clinic.

See the attached revisions and support for information regarding the appropriation of funds.

Respectfully Submitted.

Attachments:

- Joint Resolution 18-02-185-18
- IHS Self-Determination Construction Contract
- Current budget and Budget Revision for 221-4030-4

Please call with any questions, #7833

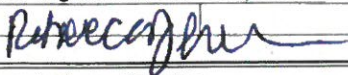
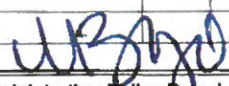
Nicole LaGuard

Budget Revision Spreadsheet

#13

Mille Lacs Band of Ojibwe		Date		10/16/2018	
Budget Revision					
Department	221-4030-4	Check	<input type="checkbox"/>	Revision Type	
Program Name	AZM OTHER OPER	off	<input checked="" type="checkbox"/>	Increase in Revenue and Expenditures	
				Contingency Fund Utilization	
		Check	<input type="checkbox"/>	Increased Expenditures without	
Source of Revenue		off		Increase in Revenue	
3305 Self Governance		Amount	40,000.00		
3800 Misc Revenue			66,593.73		
Total Changes			106,593.73		

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salary	4000	29,580.00	-	-	29,580.00
Health Insurance	4105	6,739.32	-	-	6,739.32
Life Insurance	4106	154.80	-	-	154.80
Disability	4107	599.70	-	-	599.70
Dental	4108	291.84	-	-	291.84
Work Comp	4109	804.58	-	-	804.58
Unemployment	4110	665.55	-	-	665.55
Retirement	4111	1,774.80	-	-	1,774.80
FICA	4112	2,262.87	-	-	2,262.87
Consulting Contracting	4300	12,217.38	200,000.00	-	212,217.38
Local Mileage	4400	2,150.00	-	-	2,150.00
Communication	4500	757.00	-	-	757.00
Office Supplies	6100	6,421.00	-	-	6,421.00
Program Supplies	6400	6,421.00	-	-	6,421.00
Building/Equip Maint.	6600	3,282.00	-	-	3,282.00
Utilities	6700	20,935.00	-	-	20,935.00
Vehicle/Equip Maintenance	6720	110.00	-	-	110.00
Small Equipment	7000	333.00	-	-	333.00
Equipment	7100	1,100.00	-	-	1,100.00
IDC	9010	9,993.89	-	-	9,993.89
Totals:		\$ 106,593.73	\$ 200,000.00	\$ -	\$ 306,593.73

Cover negatives and cover expenses through FY '18.			
	10/19/18		10/30/18
Commissioner Signature	Date	Administration Policy Board	Date

14x 10/16/18



MILLE LACS BAND OF OJIBWE INDIANS
Budget vs. Actual
4030 - AZM OTHER OPER
For the One Month Ending Wednesday, October 31, 2018

9/28/2018
4:26 PM

		October	Fiscal Year to Date						
		MTD Actual	Encumbrances	Actual	Budget			Revised to Actual	% Used
					Original	Revisions	Revised		
Revenues									
3305	SELF GOVERNANCE REVENUE	-	-	-	\$40,000.00	-	\$40,000.00	(\$40,000.00)	-
3800	MISCELLANEOUS REVENUE	-	-	-	68,593.73	-	68,593.73	(68,593.73)	-
Total revenues		-	-	-	108,593.73	-	108,593.73	(108,593.73)	-
Expenditures									
4000	SALARIES	-	-	-	29,580.00	-	29,580.00	29,580.00	-
4105	HEALTH INSURANCE	-	-	-	6,739.32	-	6,739.32	6,739.32	-
4106	LIFE INSURANCE	-	-	-	154.80	-	154.80	154.80	-
4107	DISABILITY INSURANCE	-	-	-	589.70	-	589.70	589.70	-
4108	DENTAL INSURANCE	-	-	-	291.84	-	291.84	291.84	-
4109	WORKERS COMPENSATION	-	-	-	804.58	-	804.58	804.58	-
4110	UNEMPLOYMENT TAX	-	-	-	665.55	-	665.55	665.55	-
4111	RETIREMENT	-	-	-	1,774.80	-	1,774.80	1,774.80	-
4112	EMPLOYERS FICA	-	-	-	2,262.67	-	2,262.67	2,262.67	-
4300	CONSULTING/CONTRACTING	-	8,330.00	-	12,217.38	-	12,217.38	3,887.38	68%
4400	LOCAL MILEAGE	-	-	-	2,150.00	-	2,150.00	2,150.00	-
4500	COMMUNICATIONS	-	-	-	757.00	-	757.00	757.00	-
6100	OFFICE SUPPLIES	-	-	-	8,421.00	-	8,421.00	8,421.00	-
6400	PROGRAM SUPPLIES	-	-	-	8,421.00	-	8,421.00	8,421.00	-
6600	BUILDING EQUIPMENT MAINTENANCE	-	-	-	3,282.00	-	3,282.00	3,282.00	-
6700	UTILITIES	-	-	-	20,935.00	-	20,935.00	20,935.00	-
6720	VEHICLE/EQUIPMENT MAINTENANCE	-	-	-	110.00	-	110.00	110.00	-
7000	SMALL EQUIPMENT	-	-	-	333.00	-	333.00	333.00	-
7100	EQUIPMENT	-	-	-	1,100.00	-	1,100.00	1,100.00	-
9010	INDIRECT COST	-	-	-	9,993.69	-	9,993.69	9,993.69	-
Total expenditures		-	8,330.00	-	106,593.73	-	106,593.73	68,293.73	6%
Revenue over(under) expenditures		-	(\$8,330.00)	-	-	-	-	(\$8,330.00)	-

SELF-GOVERNANCE FUNDS



THE MILLE LACS BAND OF OJIBWE INDIANS

Legislative Branch of Tribal Government

JOINT RESOLUTION 18-02-185-18

A JOINT RESOLUTION APPROVING PROJECT #BE8ML030C6 WITH THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES/ INDIAN HEALTH SERVICE TO REPLACE AAZHOOMOG CLINIC ROOF SURFACE

WHEREAS, the Mille Lacs Band Assembly ("Band Assembly") is the duly elected governing body of the Mille Lacs Band of Ojibwe ("Band") a federally-recognized Indian Tribe; and

WHEREAS, according to 3 MLBSA § 2(d), the Band Assembly is empowered to adopt resolutions to promote the general welfare of the people of the Band; and

WHEREAS, pursuant to 4 MLBSA § 2, the Chief Executive of the Band is empowered to exercise the Executive Branch powers of the Band; and

WHEREAS, the Band Assembly and Chief Executive have established as a priority the improvement of spiritual, physical, mental, social and economic wellbeing of the people of the Band; and

WHEREAS, Indian Health Services, through its Notice of Funding Availability, announced the availability of funding to assist Tribes to address their need for construction, expansion, or modernization of small ambulatory health care facilities; and

WHEREAS, the Facility Manager for the Band's Health & Human Services Department determined that due to the age of the roof at the Aazhoomog Clinic, the facility requires a replacement of the roof surface; and

WHEREAS, the Band Assembly and Chief Executive recognize there is no in-kind match for the \$200,000.00 project to replacement roof surface, at the Aazhoomog Clinic.

NOW THEREFORE, BE IT RESOLVED, the Mille Lacs Band Assembly and Chief Executive hereby authorize and support the \$200,000.00 project with the U.S. Department of Health & Human Services/Indian Health Services to replace all roof surfaces at the Aazhoomog Clinic.

DISTRICT I

43408 Oodena Drive • Onamia, MN 56359
(320) 532-4181 • Fax (320) 532-4209

DISTRICT II

36666 State Highway 65 • McGregor, MN 55760
(218) 768-3311 • Fax (218) 768-3903

DISTRICT IIA

2605 Chiminising Drive • Isle, MN 56342
(320) 676-1102 • Fax (320) 676-3432

DISTRICT III

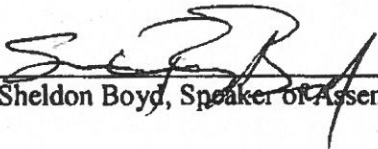
45749 Grace Lake Road • Sandstone, MN 55072
(320) 384-6240 • Fax (320) 384-6190

URBAN OFFICE

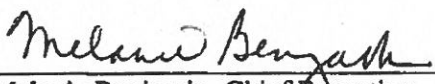
1404 E. Franklin Avenue • Minneapolis, MN 55404
(612) 872-1424 • Fax (612) 872-1257

WE DO HEREBY CERTIFY that the foregoing resolution was duly concurred with and adopted at a regular session of the Band Assembly in Legislative Council assembled, a quorum of legislators being present, held on the 25th day of September, 2018 at Minisinaakwaang, Minnesota by a vote of 3 FOR, 0 AGAINST, 0 SILENT.

IN WITNESS WHEREOF, we, the Band Assembly hereunto cause to have set the signature of the Speaker of the Assembly.


Sheldon Boyd, Speaker of Assembly

IN CONCURRENCE, with the action of the Speaker of the Assembly, I hereunto set my hand to this resolution.


Melanie Benjamin, Chief Executive

OFFICIAL SEAL OF THE BAND

Sample Tribal resolution language:

- Whereas,** [Include any background, authorities, standard language]
- Whereas,** The [Tribe] Council, is the duly authorized governing body of the [Tribe]
- Whereas,** The Indian Health Service has provided notification of funds available to construct [insert language including project description, location, project number, etc. from notification of funds availability]
- Whereas,** The [Tribe] has the authority under Public Law 93-638 and has determined it is in the best interest of the [Tribe] to contract for construction of [insert language from notification of funds availability] for the benefit [of job creation, increased access to healthcare, other identified reasons.]

Therefore be it resolved, that the [Tribe] hereby approves use of a Public Law 93-638, Subpart J Construction Contract for [insert name of project title/language from notification of funds availability] and

Be it finally resolved, that the [Tribe] authorizes the [chairperson, or other individual or entity] to execute (all subsequent modifications) OR (modifications not exceeding \$XX,XXX.XX) OR (all actions) necessary for completion of [insert project title/language from notification of funds availability] and to make such modifications contingent upon funding available from the Indian Health Service, acting on behalf of the Secretary.

Voting language & signatures

Self-Determination Construction Contract
by and between the
Mille Lacs Band of Ojibwe Indians
and the
United States Department of Health and Human Services
Indian Health Service
Contract Number: DES-18-I-0028

(a) Authority and Purpose. -

(1) Authority. - This agreement, denoted a Self-Determination Contract (hereafter "Contract"), is entered into by the Secretary of the Department of Health and Human Services, Indian Health Service (hereafter "Secretary"), for and on behalf of the United States, and the Mille Lacs Band of Ojibwe Indians, a federally recognized Indian Tribe (hereafter "Tribe"), through its authorized representatives, pursuant to Title I of the Indian Self-Determination and Education Assistance Act (hereafter "ISDEAA") (25 U.S.C. 5301 et seq.) as implemented by 25 C.F.R. Part 900, Subpart J. The applicable construction provisions of Title I of the ISDEAA (25 U.S.C. 5301 et seq.) and its implementing regulations at 25 C.F.R. Part 900, Subpart J, are incorporated by reference in this Contract. In accordance with 25 C.F.R. 900.115(c) provisions of this construction contract shall be liberally construed in favor of the contracting Tribe.

(2) Purpose. - In accordance with 25 C.F.R. 900.115(a) the self-determination construction contract is a government-to-government agreement that transfers control of the construction project, including administrative functions, to the Tribe to facilitate effective and meaningful participation by the Tribe in planning, conducting, and administering the construction project, and so that the construction project is responsive to the true needs of the Indian community.

This construction contract includes a Backlog of Essential Maintenance, Alteration, and Repair (BEMAR) project: roof replacement at the Lake Lena Health Center located in Sandstone, MN as described in the attached PSD and as defined in the Tribe's attached proposal.

(b) Terms, Provisions, and Conditions. -

(1) Funding. -

The overall fair and reasonable price for the project pursuant to 25 U.S.C. 5324(m)(4)(C) and 25 C.F.R. 900.127 is \$200,000.00.

Tribe's Tax I.D. Number: 41-1661577
Tribe's DUNS Number: 043482988

(2) Payment. - One lump sum payment will be made in accordance with 25 C.F.R. 900.132(d), within 21 days after the date of contract award.

Subsequent modifications awarded under this contract will be paid in accordance with the terms of each specific modification.

(3) Type of Agreement. - This is a fixed-price ISDEAA Construction Contract.

(4) Conflicting Terms-Order of Precedence. - Any inconsistency in this contract or between this contract and the regulation shall be resolved by giving precedence in the following order: (a) The appropriation; (b) Public Law 93-638, as amended (ISDEAA); (c) the regulation; (d) this contract including

subsequent modifications; (e) contract documents, exhibits, and attachments (other than the contract proposal); and (f) the contract proposal.

(5) Property. - No property will be transferred to the Tribe for the administration of this project.

Title to Equipment/Personal property acquired for the purpose of managing the overall project shall vest with the Tribe.

The United States will at no time during the construction, or after completion of the project, have any interest in, or title to any real or personal property acquired or constructed by the Tribe as a part of this contract.

(6) Disputes. - Disputes shall be governed by 25 C.F.R Part 900 subpart J, L or N, as applicable

(7) IHS Designated Officials. - The Indian Health Service's official to serve as a representative on matters of notices, proposed amendments to the contract, submission of reports, and other purposes of a contractual nature is:

Monica R. Weaver Contracting Officer
Division of Engineering Service
701 5th Avenue, MS 24, Suite 1600
Seattle, WA 98104
Telephone (206) 615-3794
E-mail: Monica.Weaver@ihs.gov

For technical matters including submittal review and approval and on-site monitoring visits, the Government's Designated Official is:

Peter Hartmann, PE
Department of Facilities Management
Bemidji Area Indian Health Service
522 Minnesota Avenue, Room 216
Bemidji, MN 56601
Telephone (218) 444-0506
E-mail: Peter.Hartmann@ihs.gov

(8) FAR Clauses. - The Indian Health Service and Tribe mutually agree the applicable (A/E or construction) FAR clauses listed in Attachment B will be included in all subcontracts.

(9) Attachments to Contract and Proposal. -

- (A) Authorizing Resolution – Mille Lacs Band of Ojibwe Resolution No. _____.
- (B) List of FAR Clauses
- (C) Identify Final Construction Documents
- (D) Project Summary Document, Project BE8ML030C6, dated May 2018, consisting of 4 pages

(11) Contract Signatures. -

MILLE LACS BAND OF OJIBWE INDIANS

BY: Rebecca St. Germaine
Rebecca St. Germaine
Commissioner of Health and Human Services

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

PROPOSAL APPROVAL

BY: _____
Keith Longie, Director
Bemidji Area Indian Health Service

CONTRACT AWARD

BY: _____
Monica R. Weaver
Contracting Officer
Division of Engineering Services

Date of Contract Award: _____

**MILLE LACS BAND OF OJIBWE-CONSTRUCTION CONTRACT PROPOSAL
25 C.F.R. 900.125**

Part A- PROGRAM STANDARDS

Full name, address, and telephone number of Tribe: 25 C.F.R. 900.125(a)

Mille Lacs Band of Ojibwe
43408 Oodena Drive
Onamia, MN 56359

The Tribe's designated official for contractual and technical matters:

Mike Moilanen, Director of Planning and Project Management
Same Address as above
Telephone: (320) 532-7437
E-mail: mike.moilanen@millelacsband.com

(1) Applicable Health and Safety Standards 25 C.F.R. 900.125(a)(2)

The Occupational Safety and Health Act will apply to this contract. The Tribe is solely responsible for monitoring the work to ensure compliance.

(2) Adherence to applicable Federal, State, local, or tribal building codes and engineering standards
25 C.F.R. 900.125(a)(3)

The Tribe agrees that all construction activities performed under this Contract will be completed in conformity with the applicable subsections, parts, provisions, or subdivisions of the codes and standards in effect for this location at the time the contract is signed as listed herein.

(3) Accountability of Funds 25 C.F.R. 900.125(a)(5)

In accordance with 25 C.F.R. 900.130(c)(2), The Tribe shall administer and dispense funds provided through the contract in accordance with Subpart F, 25 C.F.R. 900.42 through 900.45 and implement a property management system in accordance with subpart F, 25 C.F.R. 900.51 through 900.60.

The Tribe agrees to submit quarterly reports as described in the attached contract proposal.

(4) Competition 25 C.F.R. 900.125(a)(6) and 25 C.F.R. 900.48

The Tribe will provide adequate competition for subcontracting under Tribal or other applicable law. All "major procurement transactions" shall be conducted providing for full and open competition to the extent necessary to ensure efficient expenditure of contract funds. Tribal policy shall govern what is considered a "major procurement transaction".

Indian preference and tribal preference shall be applied as provided in 25 U.S.C. §5307 (b)(c).

(5) Adherence to Project Plans and Specifications. 25 C.F.R. 900.125(a)(8)

The Tribe will adhere to the project final construction documents.

(6) The Use of Proper Materials and Workmanship 25 C.F.R. 900.125(a)(9)

The Tribe will use new materials and perform work in accordance with applicable codes as specified in the final construction documents.

(7) Inspections and Testing 25 C.F.R. 900.125(a)(10)

The Tribe will ensure all required testing is performed as required by the Final Construction Documents and reviewed by the IHS, if requested. The Tribe will assure that a qualified construction inspector performs the day-to-day inspection of work in progress for compliance with the final construction documents.

(8) Process for Changes, Modifications, Stop Work, and Termination of Work 25 C.F.R. 900.125(a)(11)

Changes that require an increase to the negotiated contract budget or an increase in the negotiated performance period or are a significant departure from the final construction documents will be submitted to the IHS designated official for contractual matters for approval prior to the work being performed.

A change request will list the following: Justification for the change; description of the change; citation of contract section, specification and drawing section affected by the change; estimated cost of the change; additional time required as a result of the change, and signature of the person authorized to enter into change agreements for the Tribe.

In the event of stop work or termination of work, notices or other documents shall be submitted to the Tribe's designated official for contractual matters.

PART B - Construction Contract Proposal**Activities to be performed:**

The Tribe proposes to complete the roof replacement at the Lake Lena Health Center through a subcontract with a qualified firm.

Construction Services

The facility will be constructed in accordance with the approved construction documents and PSD. Construction services including the provision of all management supervision, inspection and quality control, labor, materials, equipment, and services necessary to complete the work in accordance with the PSD and bidding documents.

1. Design Statement 25 C.F.R. 900.125(b)(1)

If design clarifications or modifications to the final construction contract are required, the Tribe agrees that revisions to the construction documents produced as a part of the contract will be produced in accordance with the PSD attached hereto.

2. Construction Statement 25 C.F.R. 900.125(b)(2)

The facility will be built in accordance with the PSD. The Tribe may request technical assistance from IHS to develop bidding and project documents. The project documents, including the plans and specifications, are hereby incorporated into this contract through this reference.

3. Proposed Methods to Accommodate the Responsibilities of the Secretary provided in 25 C.F.R. 900.131 25 C.F.R. 900.125(b)(3)

In accordance with 25 C.F.R. 900.115(a), the Secretary's role in the conduct of a contracted construction project is limited to the Secretary's responsibilities set out in 25 C.F.R. 900.131.

- a.) In carrying out the responsibilities of this section, and specifically in carrying out review, comment and approval functions under this section, the Secretary shall provide for full tribal participation in the decision-making process and shall honor tribal preferences and recommendations to the greatest extent feasible. This includes promptly notifying the Tribe of any concerns or issues in writing that may lead to disapproval, meeting with the Tribe to discuss these concerns and issues and to share relevant information and documents, and making a good faith effort to resolve all issues and concerns of the Tribe. The time allowed for government review, comment, and approval shall be no more than 21-days per review unless a different time period is negotiated. The 21-day time period may be extended if the Tribe agrees to the extension in writing. Disagreements over the government's decisions in carrying out these responsibilities shall be handled under Subpart N of the regulations governing contract disputes under the Contract Disputes Act. (25 C.F.R. 900.131(b)(1))
- b.) National Environmental Policy Act (NEPA). All NEPA approvals have been completed and approved by the IHS certifying official. If extraordinary or exceptional circumstances involving the NEPA and related environmental considerations are encountered in the project, or if there is any change in the project, which could change the project environmental determination, the Tribe agrees to stop construction in the area of discovery and to notify the appropriate authority and the IHS Designated Official for Contractual matters. (25 C.F.R. 900.131(b)(2))

PROPOSAL PART B

CONSTRUCTION CONTRACT PROPOSAL

- c.) Where construction phase activities require design changes to final construction documents, IHS shall have the authority to review and approve final construction documents for general compliance with the contract requirements. The Tribe agrees to consult with the IHS designated official on all design changes prior to submission of the change to the IHS designated official for contractual matters.
- d.) The Tribe agrees to secure performance and payment bonds for all subcontracts consistent with the requirements of FAR 28.102.
- e.) The IHS may conduct monthly on-site monitoring visits. (25 C.F.R. 900.131(b)(9))
- f.) The Secretary retains the right to conduct final project inspections jointly with the Tribe and to accept the building or facility. If the Secretary identifies problems during final inspections, the information shall be provided to the Tribe and shall be limited to items that are materially noncompliant. (25 C.F.R. 900.131(b)(10))

If use and possession is proposed by the Tribe operating the facility prior to final acceptance, the Tribe agrees that use and possession will not occur until substantial completion has been established and the Secretary has been provided an opportunity to jointly perform an inspection for substantial completion with the Tribe. For purposes of this contract, the building shall be considered substantially complete when the contracted work is complete and the building is fully ready for its intended purpose.

- h.) Suspension of Work. The Secretary can require the Tribe to suspend work under a contract in accordance with this paragraph. The Secretary may suspend work under a contract for no more than 30 days unless the Tribe has failed to correct the reason(s) for the suspension or unless the cause of the suspension cannot be resolved through either the efforts of the Secretary or the Tribe. (25 C.F.R. 900.131(11))
 - i. The following are reasons the Secretary may suspend work under a self-determination contract for construction:
 - (A) Differing site conditions encountered upon commencement of construction activities that impact health or safety concerns or shall require an increase in the negotiated project budget;
 - (B) The IHS discovers materially non-compliant work;
 - (C) Funds allocated for the project that is the subject of this contract are rescinded by Congressional action;
 - (D) Other Congressional actions occur that materially affect the subject matter of the contract.
 - ii. If the Secretary wishes to suspend the work, the Secretary shall first provide written notice and an opportunity for the Tribe to correct the problem. The Secretary may direct the Tribe to suspend temporarily work under a contract only after providing a minimum of 5 working days advance written notice to the Tribe describing the nature of the performance deficiencies or imminent safety, health or environmental issues which are the cause for suspending the work.

PROPOSAL PART B

CONSTRUCTION CONTRACT PROPOSAL

- iii. The Tribe shall be compensated for reasonable costs, including but not limited to overhead costs, incurred due to any suspension of work that occurred through no fault of the Tribe.
- iv. Disputes arising as a result of a suspension of the work by the Secretary shall be subject to the Contract Disputes Act or any other alternative dispute resolution mechanism as negotiated between and agreed to by the parties and contained in the contract.
- i.) The Secretary can terminate for cause in the event non-compliant work is not corrected through the suspension process specified in 25 C.F.R. 900.131(b)(11).
- j.) Termination for Convenience. The Secretary retains authority to terminate the project for convenience for the following reasons: (25 C.F.R. 900.131(b)(13))
 - i. Termination for convenience is requested by the Tribe;
 - ii. Termination for convenience is requested by the Secretary and agreed to by the Tribe.
 - iii. Funds allocated for the project that is the subject of the contract are rescinded by Congressional action.
 - iv. Other Congressional actions take place that affect the subject matter of the contract.
 - v. If the Secretary terminates a self-determination contract for convenience, the Secretary shall provide the Tribe 21 days advance written notice of intent to terminate a contract for convenience; or
 - vi. The Tribe shall be compensated for reasonable costs incurred due to termination of the contract.

4. Proposed Methods to Accommodate the Responsibilities of Tribe provided in 900.130 unless otherwise addressed in Part A of the Tribes proposal and minimum staff qualifications proposed by the Tribe. 25 C.F.R. 900.125(b)(4)

The Tribe proposes the following methods to accommodate the responsibilities of the Tribe as described in 25 C.F.R. 900.130:

- a.) The Tribe will subcontract to conduct construction activities in accordance with the PSD. The Tribe plans to provide construction management and administration services, materials testing and inspection, on-site observation by a qualified inspector, and periodic A/E observation services in support of the roof replacement. The Tribe intends to provide these services through a subcontract with a qualified firm. (25 C.F.R. 900.130 (a) and (c)(3))
- b.) The Tribe shall direct the activities of its construction contractors, and other project consultants, facilitate the flow of information between the Tribe and its subcontractor, resolve disputes between itself and its subcontractor to monitor the work produced by its subcontractors to assure compliance with the PSD and/or plans and specifications. (25 C.F.R. 900.130 (b)(3) and (c)(4))
- c.) The Tribe shall manage or provide for the management of day-to-day activities of the contract including the issuance of construction change orders to subcontractors except that, unless the Secretary agrees: (25 C.F.R. 900.130 (c)(5))
 - i. The Tribe may not issue or execute a change order that will cause the Tribe to exceed its self-determination contract budget;
 - ii. The Tribe may not issue or execute a change order that will cause the Tribe to exceed the performance period in its self-determination contract budget; or
 - iii. The Tribe may not issue or execute a change order that is a significant departure from the scope or objective of the project.
- d.) The Tribe shall direct the work of its subcontractors so that work produced is provided in accordance with the contract budget and performance period as negotiated between and agreed to by the parties. (25 C.F.R. 900.130 (b)(4) and (c)(6))
- e.) The Tribe shall provide the Secretary with the plans and specifications after their final review so, if needed, the Secretary may obtain an independent government cost estimate in accordance with 900.131(b)(4) for the construction of the project. (25 C.F.R. 900.130(b)(6))
- f.) Reports. The Tribe agrees to submit a quarterly progress and financial report within forty-five (45) calendar days following the end of each quarter based on the Tribes financial fiscal year. (25 C.F.R. 900.130 (b)(8) and (c)(7))

Financial reports will report funds expended during the period and total funds expended for the project.

Progress reports will include a narrative of the work accomplished, the percent of work completed, major subcontracts, modifications implemented during the report period, and A/E service deliverables.

- g.) **Job-Site or Project Records.** The Tribe will maintain job-site or project records, and make available to the Secretary during monitoring visits: contracts, major subcontracts, modifications, construction documents, change orders, shop drawings, equipment cut sheets, inspection reports, testing reports, and current redline drawings. (25 C.F.R. 900.130 (c)(8))
 - h.) **Contract Closeout.** Upon completion of the project, the Tribe will provide to the Secretary a reproducible copy of the record plans and a contract closeout report. The closeout report will include a final narrative report and final expenditure report. The reproducible copy of the record drawings will include an electronic copy of all as-built drawing files. The Tribe will retain project records and design documents for a minimum of 3 years following completion of the contract. (25 C.F.R. 900.130 (b)(7) and (d))
 - i.) **Warranty.** The Tribe shall provide a one-year warranty secured from its construction subcontractors commencing with the date of final acceptance or the date the Tribe takes possession, whichever is earlier. The Tribe is responsible for resolution of all construction warranty and latent defects.
 - j.) **Final Acceptance.** The project will be considered complete when it can be used for its intended purpose and no life safety issues exist that would prohibit use of the facility. It is the goal of IHS to coordinate with the Tribe acceptance of the facility from the subcontractor and IHS to accept the facility from the Tribe concurrently.
5. **Budget** 25 C.F.R. 900.125(b)(5)
The Tribe agrees to complete the project for the budgeted amount of \$200,000. In the event additional funds are required to complete the project as described herein, the Tribe may provide additional funding or propose a modification to the scope of work to remain within the available amount.
6. **Period of Performance** 25 C.F.R. 900.125(b)(6)
The Tribe agrees to complete the project no later than September 30, 2019.
7. **Payment Schedule** 25 C.F.R. 900.125(b)(7)
Reference contract paragraph (b)(2).
8. **Construction Management Services (CMS) Contract Statement** 25 C.F.R. 900.125(b)(8)
The Mille Lacs Band of Ojibwe has no CMS contract related to this project.
9. **Tribal Resolution** 25 C.F.R. 900.125(b)(9)
Attachment A.
10. **Additional Responsibilities of the Secretary** 25 C.F.R. 900.125(b)(10)
Technical assistance as requested by the Tribe in development of bidding documents, inspections, or as otherwise requested.

PROPOSAL PART C

ASSURANCES

PART C – ASSURANCES

As provided in the Indian Self-Determination and Education Assistance Act and regulations promulgated under Title I there under, 25 C.F.R. 900.125(c), the Tribe provides the following assurances:

- (1) If the Tribe elects not to take title (pursuant to subpart I) to Federal property used in carrying out the contract, "The Tribe will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. The Indian tribe or tribal organization will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project"; and
- (2) "The Tribe will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)" which prohibits the use of lead based paint in construction or rehabilitation of residential structures;
- (3) "The Tribe will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646)," which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal participation in purchases; and
- (4) "Except for work performed by tribal or tribal organization employees, the Tribe will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276c and 18 U.S.C. 874)," for Federally assisted construction sub agreements;
- (5) "The Tribe will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234)," which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (6) "The Tribe will comply with all applicable Federal environmental laws, regulations, and Executive Orders;"
- (7) "The Tribe will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting the components or potential components of the national wild and scenic rivers system;"
- (8) "The Tribe will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)."

Part D - IDENTIFICATION OF FEDERAL LAWS, EXECUTIVE ORDERS, OR REGULATIONS APPLICABLE TO THE CONTRACT. 25 C.F.R. 900.125(d)

No additional requirements.

ATTACHMENT A

AUTHORIZING RESOLUTIONS

(A) Mille Lacs Band of Ojibwe, Resolution No. _____, Dated _____

ATTACHMENT B**FAR CLAUSES**

The Tribe agrees to include the following Federal Acquisition Regulations (FAR) clauses, or their equivalent, as applicable in all subcontracts awarded under this contract. These clauses are intended to provide the tribe the subcontract clauses specific to construction contracting that are necessary to ensure that the contract may be carried out in a satisfactory manner or in the case of Davis Bacon Act as required by law.

- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 52.211-10 Commencement, Prosecution, and Completion of Work
- 52.211-12 Liquidated Damages – Construction (If determined appropriate by the tribe)
- 52.211-13 Time Extensions
- 52.211-18 Variation in Estimated Quantity
- 52.222-6 Construction Wage Rate Requirements (Applies only to other than the tribe or a tribal organization.)
- 52.222-7 Withholding of Funds (Applies only to other than the tribe or a tribal organization.)
- 52.222-8 Payrolls and Basic Records (Applies only to other than the tribe or a tribal organization.)
- 52.222-9 Apprentices and Trainees (Applies only to other than the tribe or a tribal organization.)
- 52.222-10 Compliance with Copeland Act Requirements (Applies only to other than the tribe or a tribal organization.)
- 52.222-11 Subcontracts (Labor Standards) (Applies only to other than the tribe or a tribal organization.)
- 52.222-12 Contract Termination-Debarment (Applies to other than the tribe or a tribal organization.)
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (Applies only to other than the tribe or a tribal organization.)
- 52.222-14 Disputes Concerning Labor Standards (Applies only to other than the tribe or a tribal organization.)
- 52.222-15 Certification of Eligibility (Applies only to other than the tribe or a tribal organization.)
- 52.228-1 Bid Guarantee
- 52.228-5 Insurance-Work on a Government Installation
- 52.228-12 Prospective Subcontractor Requests for Bond
- 52.228-13 Alternative Payment Protections (for subcontracts under \$100,000)
- 52.228-15 Performance and Payment Bonds—Construction (for subcontracts over \$100,000)
- 52.229-3 Federal, State, and Local Taxes
- 52.232-5 Payments under Fixed-Price Construction Contracts
- 52.233-1 Disputes
- 52.236-2 Differing Site Conditions
- 52.236-3 Site Investigation and Conditions Affecting the Work
- 52.236-5 Material and Workmanship
- 52.236-6 Superintendence by the Contractor
- 52.236-7 Permits and Responsibilities
- 52.236-8 Other contracts
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
- 52.236-10 Operation and Storage Areas
- 52.236-11 Use and Possession Prior to Completion
- 52.236-12 Cleaning Up
- 52.236-13 Accident Prevention
- 52.236-14 Availability and Use of Utility Services
- 52.236-15 Schedules for Construction Contracts
- 52.236-16 Quantity Surveys.
- 52.236-17 Layout of Work.
- 52.236-21 Specifications and Drawings for Construction.
- 52.242-13 Bankruptcy
- 52.242-14 Suspension of Work
- 52.243-4 Changes
- 52.246-12 Inspection of Construction
- 52.246-21 Warranty of Construction
- 52.249-2 Termination for Convenience of the Government (Fixed-Price)-Alternate I
- 52.249-10 Default (Fixed-Price Construction)

ATTACHMENT C

PSD

#14

MEMORANDUM

To: Rebecca St. Germaine, Commissioner of HHS
APB
Band Assembly

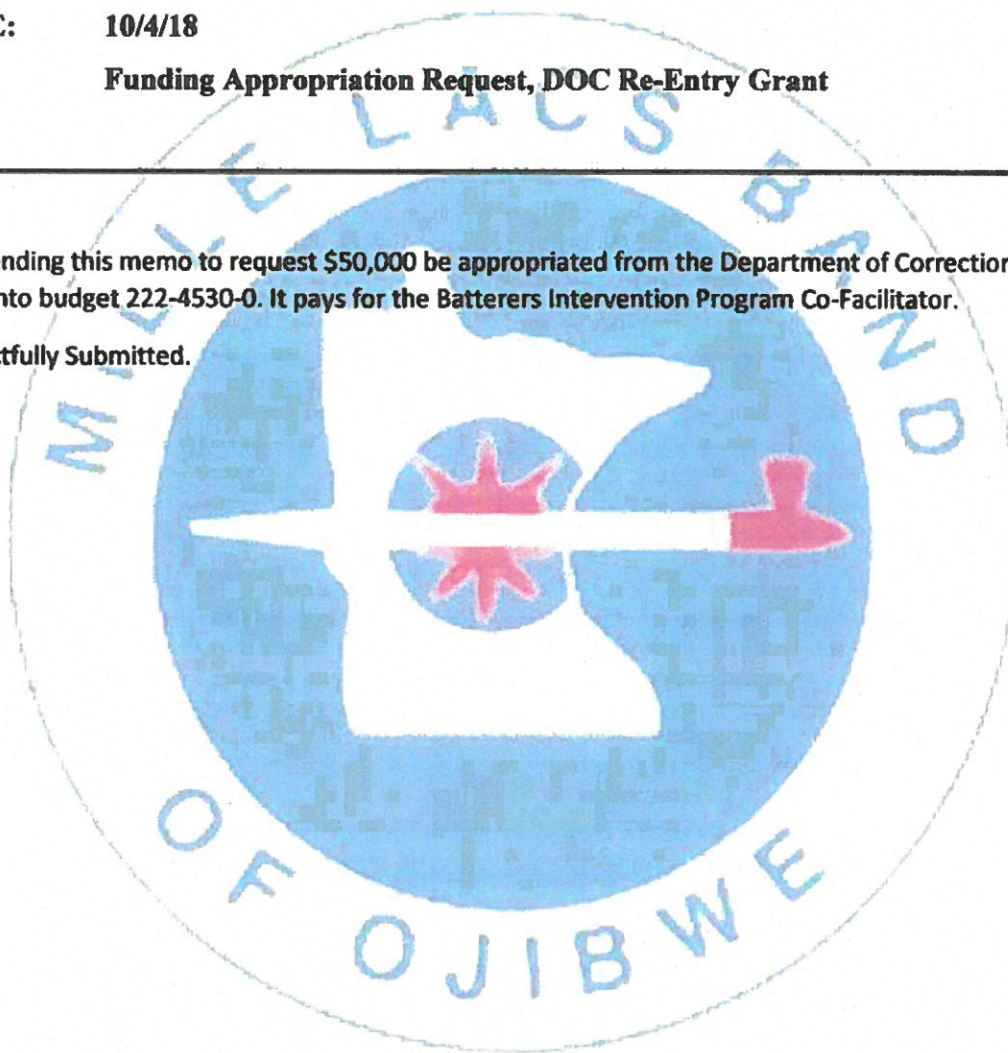
FROM: Crystal Weckert, Behavioral Health Director *CW*

DATE: 10/4/18

RE: Funding Appropriation Request, DOC Re-Entry Grant

I am sending this memo to request \$50,000 be appropriated from the Department of Corrections Re-Entry into budget 222-4530-0. It pays for the Batterers Intervention Program Co-Facilitator.

Respectfully Submitted.



Budget Revision Spreadsheet

#14

Mille Lacs Band of Ojibwe			Date	
Budget Revision				
Department	Re-Entry			
Program Name	222-4530-2			
Source of Revenue	Check Off	Amount	Check Off	Revision Type
Federal Grant		-		Increase in Revenue and Expenditures
State Grant		-		Contingency Fund Utilization
Net Revenue		-		Increased Expenditures without
Carryover		-		Increase in Revenue
Program Transfer		-		
Income		-		
Total Changes		-		

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000	6,488.00	-	-	6,488.00
Health	4105	1,384.00	-	-	1,384.00
Life	4106	67.00	-	-	67.00
Disability	4107	150.00	-	-	150.00
Dental	4108	73.00	-	-	73.00
Work Comp	4109	47.00	-	-	47.00
Unemployment	4110	169.00	-	-	169.00
Retirement	4111	572.00	-	-	572.00
FICA E/S	4112	-	-	-	-
		-	-	-	-
Contract Services	4300	16,000.00	-	-	16,000.00
Local Mileage	4400	2,000.00	-	-	2,000.00
Non- Local Travel	4450	-	-	-	-
Communication	4500	-	-	-	-
Postage	4550	3,500.00	-	-	3,500.00
Training	5000	2,000.00	-	-	2,000.00
Misc.	5700	-	-	-	-
Contingency Acct.	5799	-	-	-	-
Supplies	6100	-	-	-	-
Insurance	6120	450.00	-	-	450.00
Office Supplies	6200	3,857.00	-	-	3,857.00
Print/copy	6300	3,000.00	-	-	3,000.00
Program supplies	6400	3,000.00	-	-	3,000.00
		-	-	-	-
Equip./Lease Repair	6500	-	-	-	-
Building Maint.	6600	-	-	-	-
Program Activities	6800	-	-	-	-
Utilities	6700	3,600.00	-	-	3,600.00
Vehicle/Equip. Maint.	6720	-	-	-	-
Small Equip.	7000	-	-	-	-
Equipment	7100	-	-	-	-
Construction	7200	-	-	-	-
		-	-	-	-
IDC	9010	3,643.00	-	-	3,643.00
Totals:		\$ 50,000.00	\$ -	\$ -	50,000.00

Commissioner Signature	Date	Administration Policy Board	Date
<i>Adrianne Smith</i>	10/16/18	<i>W. J. ...</i>	11/30/18



Central Office
1450 Energy Park Drive, Suite 200 | St. Paul, MN 55108
Main: 651.361.7200 | Fax: 651.642.0223 | TTY: 800.627.3529
www.mn.gov/doc

April 6, 2018

Crystal Weckert, Director
Mille Lacs Band of Ojibwe
43408 Oodena Drive
Onamia, Minnesota 56359

Dear Ms. Weckert:

I am pleased to inform you that the Minnesota Department of Corrections has selected your organization for the grant to provide American Indian Reintegration Services in Mille Lacs County (Location 2) as stated in the Request for Proposals in the amount of \$50,000.

Lee Buckley, Community Reentry Coordinator, will be the authorized representative for this grant. Staff will be contacting you in the near future with further instructions.

The Department of Corrections is committed to providing quality services through partnerships with programs such as yours. I wish you continued success in your programming.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelley Heifort'.

Kelley Heifort
Community Reentry Director

c: Lee Buckley, Community Reentry Coordinator
Diane Lunda, Grants Unit

STATE OF MINNESOTA GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of Corrections, 1450 Energy Park Drive, Suite 200, St. Paul, Minnesota 55108 ("STATE"), and Mille Lacs Band of Ojibwe, 43408 Oodena Drive, Onamia, Minnesota 56359 ("GRANTEE").

Recitals

1. Under Minn. Stat. 241.31 the STATE is empowered to enter into this grant.
2. The STATE is in need of American Indian reintegration programming.
3. The GRANTEE represents it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the STATE.

Terms of Agreement

1 Term of Grant Agreement

- 1.1 *Effective date:* July 1, 2018, or the date the STATE obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later. The GRANTEE must not begin work under this grant agreement until this agreement is fully executed and the GRANTEE has been notified by the STATE's Authorized Representative to begin the work.
- 1.2 *Expiration date:* June 30, 2019, or the date all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 *Survival of Terms.* The following clauses survive the expiration or cancellation of this grant agreement:
8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, ~~Jurisdiction and Venue~~; and 15. Data Disclosure.

2 Grantee's Duties

The GRANTEE, who is not a state employee, will:

- 2.1 provide the programs and services specified in Exhibit A, which is attached as and incorporated into this grant agreement;
- 2.2 minimize administrative costs as a condition of this grant as required by Minn. Stat. § 16B.98, subd. 1; and
- 2.3 Comply with required grants management policies and procedures set forth in Minn. Stat. § 16B.97, subd. 4 (a) (1).

3 Time

The GRANTEE must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 *Consideration.* The STATE will pay for all services performed by the GRANTEE under this grant agreement as follows:

This sum includes awards for the purposes listed in this grant contract in accordance with applicable law and payable in the manner outlined in this provision. The total obligation of the State for all payments to Grantee will not exceed the amount stated for the grant. Adjustments to decrease the amount of the grant award will not require an amendment to the grant agreement, however it will require that a revised budget be submitted to the State's authorized representative. Adjustments to increase the amount of the grant award will require an amended grant agreement, as well as submission of a revised budget. The budget is described in Exhibit B which is attached and hereby incorporated by reference and made a term of this agreement.

- (a) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$50,000.00.

4.2. Payment

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: The Grantee must submit Financial Status Report forms on a quarterly basis. Payment for expenditures will be on a reimbursement basis.

- (b) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the STATE through Title _____ CFDA number _____ of the _____ Act of _____. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the GRANTEE's failure to comply with federal requirements.

4.3 Contracting and Bidding Requirements

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
 - Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program
- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(f) The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

(g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:

- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
- It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.

(h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

(i) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mnd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the GRANTEE under this grant agreement must be performed to the STATE's satisfaction, as determined at the sole discretion of the STATE's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The GRANTEE will not receive payment for work found by the STATE to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

The STATE's Authorized Representative is Kelley Heifort, Community Reentry Director, Minnesota Department of Corrections, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, 651-361-7236, Kelley.Heifort@state.mn.us, or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) is Rebecca St. Germaine, Commissioner of Health and Human Services, Mille Lacs Band of Ojibwe, 43408 Oodena Drive, Onamia, MN 56359, 320-532-2503, RebeccaSt.Germaine@hhs.millelacsband-nsn.gov. If the GRANTEE's Authorized Representative changes at any time during this grant agreement, the GRANTEE must immediately notify the STATE in writing.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The GRANTEE may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the STATE, and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Waiver.** If the STATE fails to enforce any provision of this grant agreement, that failure does not waive the provision or the STATE's right to enforce it.

- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 **Liability**

The GRANTEE must indemnify, save, and hold the STATE, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the STATE, arising from the performance of this grant agreement by the GRANTEE or the GRANTEE's agents or employees. This clause will not be construed to bar any legal remedies the GRANTEE may have for the STATE's failure to fulfill its obligations under this grant agreement.

9 **State Audits**

Under Minn. Stat. § 16B.98, subd. 8, the GRANTEE's books, records, documents, and accounting procedures and practices of the GRANTEE or other party relevant to this grant agreement or transaction are subject to examination by the STATE and/or the STATE Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all STATE and program retention requirements, whichever is later.

10 **Government Data Practices**

The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the STATE under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the GRANTEE or the STATE.

If the GRANTEE receives a request to release any data referred to in this Clause, the GRANTEE must immediately notify the STATE. The STATE will give the GRANTEE instructions concerning the release of the data to the requesting party before the data is released. The GRANTEE's response to the request shall comply with applicable law.

11 **Workers' Compensation**

The GRANTEE certifies that it is in compliance with the workers' compensation insurance requirement in Minn. Stat. § 176.181, subd. 2. The GRANTEE's employees and agents will not be considered STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the STATE's obligation or responsibility.

12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the STATE as the sponsoring agency and must not be released without prior written approval from the STATE's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 **Endorsement.** The GRANTEE must not claim that the STATE endorses its products or services.

- RED/PT
- 13 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. ~~Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.~~
- 14 **Termination**
- 14.1 **Termination by the State.** The STATE may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the GRANTEE. Upon termination, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The STATE may immediately terminate this grant agreement if the STATE finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The STATE may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the Grant is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.
- 15 **Data Disclosure**
Under Minn. Stat. § 270.65, subd. 3 and other applicable law, the GRANTEE consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of STATE obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the GRANTEE to file state tax returns and pay delinquent state tax liabilities, if any.
- 16 **Fiscal and Program Reporting Requirements**
The GRANTEE must submit a **Financial Status Report** and a **Program Narrative Report** quarterly.
- 17 **Program Evaluation**
STATE shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of GRANTEE, which may include a site visit of GRANTEE or contact with other agencies in GRANTEE's service area, interviews with paid or volunteer staff and/or contact with service recipients of GRANTEE. STATE reserves the right to request additional information from GRANTEE to carry out its evaluation.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed	<i>Eugene Thomas</i>
Date	5/8/18
Encumbered: SWIFT Contract/PO No.	141389 / 3-98008

2. GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed this grant agreement on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

By	<i>Angela E. Parker</i>
Title	SR. DEPUTY SOLICITOR GENERAL
Date	6/5/18

By	<i>Rebecca A. Gennari</i>
Title	Commissioner of Health & Human Services
Date	6/6/18

3. STATE AGENCY:

Agency signatory approves grant agreement

By	<i>[Signature]</i>
Title	Deputy Commissioner
Date	6-12-18

Distribution:
DOC Financial Services Unit (original)
GRANTEE
STATE's Authorized Representative

EXHIBIT A**Work Plan (Goals, Objectives and Timelines)**

Timeline	Goal	Objective	Task
Month 1-12	Program Implementation	Facilitate weekly Batterers' intervention groups for men and women and associated, limited case management.	<ul style="list-style-type: none">• Screen and accept appropriate referrals• Conduct Orientation sessions to explain program and complete all necessary paperwork.• Assign participant to appropriate group based upon compatibility issues, community ties, history of violence, criminal history related to relationships/alliances, etc.• Maintain paper copies of all releases and paperwork completed by participants.• Send copies of release of information, contract for participation and group guidelines to referring agent/agency.• Conduct weekly communication via email with referring agent(s) to provide update on attendance and participation.• Contact referring agent(s) immediately if violation occurs i.e. intoxication, new act of violence, absence from group if on ISR status or requested by agent(s).• Maintain record of attendance and absences.• Suspend or terminate participants per policy and program contract.• Complete letter of termination or completion as needed.• Provide copies of letter of completion or termination to referring agent(s) and client.• Upon completion of programming ensure participants fill-out an anonymous

EXHIBIT A
Continued

<ul style="list-style-type: none"> • evaluation of programming. • Maintain file of evaluations and additional feedback to continue to develop and improve program. • Upon completion of programming ensure each participant is aware of the option to continue to attend groups as a form of continued support on a voluntary basis. • Ensure all facilitators and supporting staff maintain current trainings and any supplemental or program enhancing trainings in order to be culturally appropriate, relevant, and legally compliant to the populations we serve and agents/entities we work with. 			
<ul style="list-style-type: none"> • Provide opportunity for participants to experience Equine Assisted Learning groups as part of programming specific to and complementary to curriculum used in Batterers' Intervention Programming. • Explain this opportunity is not in lieu of required group programming but an opportunity at adjunct learning of information already addressed within the groups. • Complete necessary paperwork (i.e. safety form, emergency contact, etc.), and maintain copies for paper file. • Inform referring agents of participants desire to experience this opportunity as a part of programming. • Ensure participants are informed that requirements for Equine Assisted Learning participation are the same as for Batterers' Intervention Programming. • Maintain record of attendance and 	Provide adjunct group opportunity	Equine Assisted Learning	Month 3-9

EXHIBIT A
Continued

			<ul style="list-style-type: none"> absences. Suspend or terminate participants per policy and program contract. Complete letter of termination or completion as needed. Provide copies of letter of completion or termination to referring agent(s) and client. Upon completion of programming ensure participants fill-out an anonymous evaluation of programming. Maintain file of evaluations and additional feedback to continue to develop and improve program. Ensure all facilitators and supporting staff maintain current trainings and any supplemental or program enhancing trainings in order to be culturally appropriate, relevant, and legally compliant to the populations we serve and agents/entities we work with.
Month 1-12	Community Education	Provide community education at community events, including sobriety feasts, district meetings, and health fairs.	<ul style="list-style-type: none"> Send out Band-wide mailings and to agencies and entities that refer clients or work with shared populations Speak at community events and provide handouts, posters, business cards etc. Ensure program information is accurate and updated regularly with probation/ISR agents, DOC facilities, courts and legal aid offices that work with Band members. Staff will be visible and available at community events to be an identified resource at community events. Tables or booths will be set up with information to distribute at health fairs and community education events.

EXHIBIT A
Continued

Month 1-12	Referrals to other resources	<p>Program will provide referrals to other programs that include social/spiritual supports, employment, financial, housing and mental health services as appropriate.</p> <ul style="list-style-type: none"> • Create screening tool (1 page form) for all new intakes/participants to identify areas of need i.e. housing, medication, therapy, employment, transportation, etc. • Explain to all new intakes/participants of services offered and the ability to make referrals at any time during the course of the program. • Ensure proper releases of information are explained and signatures acquired. • For intakes/referrals who decline any services or deny needs, explain opportunity to re-visit any time during the course of the program. • Document refusal and maintain paper copy in paper file. • Periodically as appropriate, remind group participants of facilitators ability to provide referrals to resources should a need arise.
Month 1-12	Surveys	<p>To determine effectiveness of program</p> <ul style="list-style-type: none"> • Participants will fill out evaluations of the program following completion of programming. • Agents/referring entities will be asked and sent a copy of a survey to complete and return to program following the completion of a participant they supervise. • Utilize feedback received to enhance, modify, and improve programming as appropriate. • If surveys and evaluations are not being

EXHIBIT A
Continued

Month 1-12	Program Recruitment	Attend transition fairs at various facilities and local transition coalition meetings	filled out or returned examine why and ways to rectify.
			<ul style="list-style-type: none"> • Maintain contact with Transition Coordinators at DOC facilities and update contacts as needed. • Have program representatives attend transition fairs as they occur • Reach out to local jails to attend transitions fairs as they occur. • Ensure all transitions departments at DOC facilities have updated and accurate program information and contact information to share with inmates and staff as needed and appropriate. • Attend local transition coalition meetings as they occur.

EXHIBIT B**Program Budget**

	Total Proposed Budget	Proposed Amount Requested from DOC for this Grant
Personnel	6488	6488
Fringe Benefits	2462	2462
Contract Services	16000	16000
Travel	2000	2000
Training	2000	2000
Printing	3000	3000
Postage	3500	3500
Telephone		
Publicity/Advertising		
Rent/Mortgage		
Utilities	3600	3600
Insurance	450	450
Maintenance		
Office Supplies	3857	3857
Program Supplies	3000	3000
Equipment		
Other (Specify) Indirect Cost transfer	3643	3643
TOTALS	50000	50000

The primary facilitator's fringe and salary, as well as the majority of the Clinical Supervisor's fringe and salary, are paid for out of third party billing as well as Mille Lacs Band Net Revenue which is allocated on a yearly basis. Other line items that are paid for with third party/net revenue funding for the Batterer's Intervention Program include utilities and insurance. Otherwise, all line items will be fully funded with these grant dollars.

EXHIBIT B
(Continued)

Personnel Budget

Position/Title	*FTE in this Program	DOC Funded Salary (Do not include fringe benefits)
Clinical Supervisor	<.07	6488
Total	<.07	6488

EXHIBIT B
(Continued)

Budget Narrative

A portion (approximately 7%) of the Clinical Supervisor's salary and fringe out of this budget. The rest of the clinical supervisor's salary is funded through Mille Lacs Band net revenue and third party billing. Additionally, the primary facilitator's full salary and fringe are also paid for out of Mille Lacs Band net revenue.

\$16,000 for contract services. This allows to contract a co-facilitator for up to 12 hours per week at \$25/hour. Additionally, it pays the cultural consultants, who are consulted with as needed.

\$2000 for travel costs and \$2000 for training costs. Grantee plans on sending staff to other certifications related to domestic violence and other program development trainings to improve our model. The trainings are yet to be determined, but will focus on domestic violence, relationships, and cultural considerations.

\$3000 for postage and \$3500 for printing to send a mailing out to the Mille Lacs Band member homes as well as ISR agents. This mailing will provide information about our program and Domestic Violence in general.

\$3600 for Utilities. This amount will contribute \$300/month toward building utilities which are also paid for out of Mille Lacs Band Net Revenue and third party billing, in addition to other grants. The total amount of utility costs varies.

\$450 for insurance costs. This covers a portion of our umbrella coverage, which also covers additional liability related to our Equine Assisted psychotherapy program.

\$3857 is being requested for office supplies to purchase various items such as file folders, printer ink, copier paper, etc. that are used in daily office activities.

\$3000 is being allotted for program supplies, which will allow the purchase of curriculum and community outreach materials, such as posters to hang in the community, as well as pens, magnets, etc. with Grantee information on them to distribute at community events.

\$3643, which is a requirement for the Mille Lacs Band of Ojibwe tribal government to provide administrative, financial, and management oversight.

#15

INTEROFFICE MEMORANDUM

To: Rebecca St. Germaine, Commissioner HHS / *ATB/BA*

CC: Jeff Larson, HHS Executive Director
Kristian Theisz, Director of CSS / *10.22.18*



From: Kate Kalk, Administrator FVPP

Subject: Grant Appropriation

Date: October 22, 2018

The Family Violence Prevention Program was awarded \$90,000.00 over two years through the Minnesota Department of Health. This grant is designed to help improve outcomes for Native Youth victims of human trafficking.

Included is the appropriation of grant funds and the signed award letter for the Minnesota Department of Health.

The year 1 appropriation was in the amount of \$50,828.00. *FY18*

Please review and approve the year 2 appropriation in the amount of \$39,172.00. *FY19*

Thank you,

Kate Kalk 10/22/18

Kate Kalk
Administrator FVPP

Budget Revision Spreadsheet

#15

Mille Lacs Band of Ojibwe				Date		10/22/2018	
Budget Revision							
Department		223-4735-1					
Program Name		Safe Harbor				FY18	
		Check		Check			
		off		off			
Source of Revenue		Amount		Revision Type			
Federal Grant		56,666.67		Increase in Revenue and Expenditures			
State Grant		33,333.33		Contingency Fund Utilization			
Net Revenue		-		Increased Expenditures without			
Carryover		-		Increase in Revenue			
Program Transfer		-					
Income		-					
Total Changes		90,000.00					

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000	7,414.44	8,800.00		16,214.44
Health	4105	2,252.12			2,252.12
Life	4106	32.10	53.00		85.10
Disability	4107	90.93			90.93
Dental	4108	179.42			179.42
Work Comp	4109	25.05	35.00		60.05
Unemployment	4110	444.66	23.00		467.66
Retirement	4111	-	618.00		618.00
FICA E/S	4112	567.27	788.00		1,355.27
Contract Services	4300	1,800.00	1,800.00		3,600.00
Local Mileage	4400	3,000.00	3,000.00		6,000.00
Non- Local Travel	4450	1,200.00	1,200.00		2,400.00
Communication	4500	600.00	600.00		1,200.00
Postage	4550	1,000.00	1,000.00		2,000.00
Training	5000	2,700.00			2,700.00
Legal Services	5100				-
Misc.	5700				-
Supplies	6100	600.00	600.00		1,200.00
Jan supplies	6101				-
Insurance	6120				-
cultural activities	6200				-
Print/copy	6300	800.00	800.00		1,600.00
Program Supplies	6400	1,800.00	1,800.00		3,600.00
Equip./Lease Repair	6500				-
building maint	6600				-
Utilities	6700	3,600.00	3,600.00		7,200.00
Vehicle O&M	6720				-
Program Activities	6800				-
Program Support	6802	10,973.01	11,705.00		22,678.01
Small Equip.	7000	7,750.00			7,750.00
Equipment	7100				-
Construction	7200				-
					-
IDC	9010	3,999.00	2,750.00		6,749.00
Totals:		\$ 50,828.00	\$ 39,172.00	\$ -	90,000.00

Commissioner Signature		Date	Administration Policy Board		Date

10/30/18



MILLE LACS BAND OF OJIBWE INDIANS
Budget vs. Actual
4735 - SAFE HARBOR-YOUTH
For the Twelve Months Ending Sunday, September 30, 2018

10/22/2018
8:48 AM

		September	Fiscal Year to Date						
		MTD Actual	Encumbrances	Actual	Budget		Revised to Actual	% Used	
					Original	Revisions			Revised
Revenues									
3300	FEDERAL GRANT REVENUE	-	-	-	-	\$30,828.00	\$30,828.00	(\$30,828.00)	-
3310	STATE GRANT REVENUE	-	-	-	-	20,000.00	20,000.00	(20,000.00)	-
Total revenues		-	-	-	-	50,828.00	50,828.00	(50,828.00)	-
Expenditures									
4000	SALARIES	5,303.76	-	7,414.44	-	7,414.44	7,414.44	-	100%
4105	HEALTH INSURANCE	1,589.90	-	2,252.12	-	2,252.12	2,252.12	-	100%
4106	LIFE INSURANCE	22.74	-	32.10	-	32.10	32.10	-	100%
4107	DISABILITY INSURANCE	64.41	-	90.93	-	90.93	90.93	-	100%
4108	DENTAL INSURANCE	126.38	-	179.42	-	179.42	179.42	-	100%
4109	WORKERS COMPENSATION	18.03	-	25.05	-	25.05	25.05	-	100%
4111	RETIREMENT	318.30	-	444.66	-	444.66	444.66	-	100%
4112	EMPLOYERS FICA	405.81	-	567.27	-	567.27	567.27	-	100%
4300	CONSULTING, CONTRACTING	-	-	-	-	1,800.00	1,800.00	1,800.00	-
4400	LOCAL MILEAGE	475.24	-	1,338.52	-	3,000.00	3,000.00	1,661.48	45%
4450	NON LOCAL TRAVEL	298.89	-	1,065.99	-	1,200.00	1,200.00	134.01	89%
4500	COMMUNICATIONS	-	-	-	-	600.00	600.00	600.00	-
4550	POSTAGE	-	-	-	-	1,000.00	1,000.00	1,000.00	-
5000	TRAINING	-	-	-	-	2,700.00	2,700.00	2,700.00	-
6100	OFFICE SUPPLIES	-	-	-	-	600.00	600.00	600.00	-
6300	PRINTING, COPYING	-	-	-	-	800.00	800.00	800.00	-
6400	PROGRAM SUPPLIES	-	-	-	-	1,800.00	1,800.00	1,800.00	-
6700	UTILITIES	-	-	-	-	3,600.00	3,600.00	3,600.00	-
6802	PROGRAM SUPPORT	-	-	-	-	10,973.01	10,973.01	10,973.01	-
7000	SMALL EQUIPMENT	-	-	6,178.41	-	7,750.00	7,750.00	1,571.59	80%
9010	INDIRECT COST	656.74	-	1,753.29	-	3,999.00	3,999.00	2,245.71	44%
Total expenditures		9,280.20	-	21,342.20	-	50,828.00	50,828.00	29,485.80	42%
Revenue over(under) expenditures		(\$9,280.20)	-	(\$21,342.20)	-	-	-	(\$21,342.20)	-



Submitted to APB file on:

Date 3/27/18

Initials mb

INTEROFFICE MEMORANDUM

To: APB & Band Assembly

CC: Rebecca St. Germaine, Commissioner HHS
Noya Woodrich, HHS Executive Director
Kristian Theisz, Director of CSS



From: Kate Kalk, Administrator FVPP

Subject: Grant Appropriation

Date: March 26, 2018

The Family Violence Prevention Program has been awarded \$90,000.00 over two years through the Minnesota Department of Health. This grant is designed to help improve outcomes for Native Youth victims of human trafficking.

Included is the appropriation of grant funds and the signed award letter for the Minnesota Department of Health.

Please review and approve the year 1 appropriation in the amount of \$50,828.00. This department will request the year 2 appropriation at the end of year 1.

Thank you,

Kate Kalk 3/26/2018

Kate Kalk
Administrator FVPP

Millie Lacs Band of Ojibwe
223-NEW (-1 Federal Funding Included in State Grant)

Date 3/26/2018

Department CSS- FVPP
 Program Name MDH Safe Harbor

Source of Revenue	Check or	Amount	Check or	Revision Type
Federal Grant		-		Increase in Revenue and Expenditures
State Grant		50,828.00		Contingency Fund Utilization
Private Grant		-		
Net Revenue		-		Increased Expenditures without
Carryover		-		Increase in Revenue
Program Transfer		-		
Income		-		
Total Revenue		<u>50,828.00</u>		

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salary	4000		8,800.00		8,800.00
Health	4105		-		-
Life	4108		52.00		52.00
Disability	4107		-		-
Dental	4108		-		-
Work Comp	4109		34.00		34.00
Unemployment	4110		23.00		23.00
Retirement	4111		600.00		600.00
FICA E/S	4112		765.00		765.00
PERA	4113		-		-
Contract Services	4300		1,800.00		1,800.00
Local Milage	4400		3,000.00		3,000.00
Non- Local Travel	4450		1,200.00		1,200.00
Communication	4500		600.00		600.00
Postage	4550		1,000.00		1,000.00
Training	5000		2,700.00		2,700.00
Office Supplies	6100		600.00		600.00
Insurance	6120		-		-
Cultural Supplies	6200		-		-
Printing/Copy	6300		600.00		600.00
Program Supplies	6400		1,800.00		1,800.00
Equip lease	6500		-		-
Building maint/Repair	6600		-		-
Utilities	6700		3,600.00		3,600.00
VEH'L maint/Repair	6720		-		-
Program Activities	6800		-		-
Passthrough	6802		11,705.00		11,705.00
Small Equipment	7000		7,750.00		7,750.00
Equipment	7100		-		-
IDC	9010		3,999.00		3,999.00
Totals:		\$ -	\$ 50,828.00	\$ -	50,828.00

Rebecca M. Munn 3/26/18
 Commissioner Signature Date

Board Chair Signature Date



DEPARTMENT OF HEALTH

Encumbrance Worksheet

G

May 2017

Mille Lacs Band of Ojibwa		0000190000	001
17230 Hoopline Lane Orono, MN 55050		MN Tax ID: # (if applicable): 0306203	
Amanda Cohgrove 01187214		(Check "Y" or "N" for all agreement types except grant and grant amendments.)	
2016		\$	90,000.00
03/01/2016		\$	
03/01/2020		\$	
		\$	90,000.00

Special Instructions: _____

Does this contract contain not public data information? (circle one): Y / **N**

If "Y" provide a description for FBI entry into SWIFT: _____

ACCOUNTING INFORMATION

Account	Object Code	Account	Account	Account	Amount	Period
3000	H12307 10	H12000B	H12000F	0710	\$10,000.00	03/01/2016
1000	H12307 04	H12010B		0704	\$30,111.11	03/01/2016
	H123				\$	

Account	Object Code	Account	Account	Account	Amount	Period
3000	H12307 10	H12000B	H12000F	0710	\$22,000.00	03/01/2016
1000	H12307 04	H12010B			\$18,222.22	03/01/2016

Account	Object Code	Account	Account	Account	Amount	Period
3000	H12307 10	H12000B	H12000F	0710	\$22,000.00	03/01/2016
	H123				\$	
	H123				\$	

FINANCIAL MANAGEMENT USE ONLY

Contract Number	138098	Date	2/24/18
Contract Order Number	55485	Origin Code	1208
Contract Date	8/4/01501	Source Type	Lumb
		Account ID	480401



Minnesota Department of Health Grant Award Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

DATE: February 26, 2018

ATTACHMENT: Grant Agreement

CONTACT FOR MDH: Amanda Colegrove, 651-201-5419, amanda.colegrove@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDH Grantee: Mille Lacs Band of Ojibwa	Grant Agreement/Project Agreement Number: You can find this information in the grant agreement header	Total Grant Funds (all funding sources): \$90,000
Grantee SWIFT Vendor Number: 0000196089 SWIFT Vendor Location Code: 001	Period of Performance Start Date: March 1, 2018. Period of Performance End Date: March 1, 2020	Total State Grant Funds: \$80,333.88 Total Federal Grant Funds: \$ \$9,666.67

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the award is being shared with you per 2 CFR 200.331. Please keep a copy of this cover sheet with the grant project agreement.

Grantee Data Universal Numbering System (DUNS) Name and Number	DUNS Name: Mille Lacs Band of Ojibwa. DUNS Number: 043482988.
Grantee's Approved Indirect Cost Rate for the Grant	10%
Is The Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



Tribal Governments Grant Agreement Template Version 1.1, 2/2017
Grant Agreement Number insert grant number
Between the Minnesota Department of Health and Mille Lacs Band of Ojibwe
Purchase Order Number insert PO number

Project Description	Improving Outcomes for Child and Youth Victims of Human Trafficking on Mille Lacs Band of Ojibwe Reservation.
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Name of Federal Awarding Agency	U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime
CFDA Name and Number (Catalog of Federal Domestic Assistance)	CFDA Name: Services for Trafficking Victims CFDA Number: 16.320
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	2016-MU-MU-K153
Federal Award Date (Date MDH received federal grant)	9/28/2016
Total Amount of Federal Award Received by MDH	\$2,872,755

**Minnesota Department of Health
Tribal Governments Grant Agreement**

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("State") and Mille Lacs Band of Ojibwe ("Grantee"). Grantee's address is 17230 Noopiming Lane, Onamia, MN 56359.

Recitals

1. Under Minnesota Statutes 144.0742 and 144.05, the State is empowered to enter into this grant agreement.
2. The State is in need of a tribal specific response to human trafficking on Mille Lacs Band reservation.
3. The Grantee represents that it is duly qualified and will perform all the duties described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statutes section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Agreement

1.1 Effective date March 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

1.2 Expiration date March 1, 2020, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first.

1.3 Survival of Terms The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10.1 Government Data Practices; 10.2 Data Disclosure; 12. Intellectual Property; 14.1 Publicity; 14.2 Endorsement; and 16. Governing Law, Jurisdiction, and Venue.

2. Grantee's Duties The Grantee, who is not a state employee, shall: Complete to the satisfaction of the State all of the duties set forth below and in Exhibit A, which is attached and incorporated into this agreement.

A. Improve community capacity to identify sexually exploited youth, increase services, and enhance collaboration between systems.

B. Communicate with Safe Harbor providers and other state agencies to improve services to victims and improve the statewide response to human trafficking.

- C. Consider adding contact information to the Day One Emergency Shelter & Crisis Hotline.
 - D. Notify MDH and other partners as necessary of turnover in staff positions, including:
 - a. Update contact sheet within designated MDH shared website of new staff within a week of start date.
 - E. Participate in data collection and the evaluation of safe harbor as prescribed by MDH and third party. Participate in data collection and the evaluation of safe harbor as prescribed by MDH and third party evaluators hired by MDH. Complete semi-annual narrative reports and ensure data in MDH database is updated quarterly. Narrative reports will be due:
 - a. June 15, 2018
 - b. January 15, 2019
 - c. June 15, 2019
 - d. January 15, 2020
 - e. A final report will be due 30 days after the end of the project.
 - F. Prepare and provide a final report including numbers served, outcomes and program successes and challenges following the end of contract.
 - G. Ensure staff are qualified and safe to work with sex and labor trafficked youth and possess the necessary experience or skills, including background checks. If staff members are deemed not to possess the requisite experience or skills, then it is the organization's responsibility to ensure training and technical assistance is provided and/or available. If the grantee determines that training is needed for their staff members, they will consult with MDH staff to ensure that the training and education being provided is adequate and appropriate.
 - a. MDH strongly recommends any staff working directly with youth attend a 40-60 sexual assault advocacy training within the first six months of hire.
 - H. All training presentations and public materials paid for by this grant must have federal approval before use. Allow for extra time in obtaining approval. Materials should be submitted to MDH at least 2 weeks prior to their being used. No materials may be used until prior approval is granted.
 - I. Include the following language in all trainings and materials: "This (handout, training, etc) is paid for by Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, under award # 2016-MU-MU-K153. The opinions, findings, and conclusions or recommendations expressed in this presentation are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice."
- 9. Time** The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence, and failure to meet a deadline may

be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the grant.

The Grantee is required to perform all of the duties recited above within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Payment

4.1 Consideration The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) Compensation. The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this agreement."

(b) Total Obligation The total obligation of the State for all compensation and reimbursements to the Grantee under this agreement will not exceed Ninety thousand dollars (\$ 90,000).

(c) Travel Expenses The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "GSA Plan" promulgated by the United States General Services Administration. The current GSA Plan rates are available on the official U.S. General Services Administration website. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) and 4.1(b) or incorporated in Exhibit B) requires prior written approval from the State and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation listed in 4.1(b).

4.2 Terms of Payment

(a) Invoices The State will promptly pay the Grantee after the Grantee presents an Itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: monthly.

(b) Federal Funds Payments under this agreement will be made from federal funds obtained by the State through Title (22 U.S.C. 7105 (b)(2)(A)), CFDA number 16.320 of the Justice for Victims of Trafficking Act of 2015 (18 U.S.C. 3014(h)(2)); Trafficking Victims Protection Act of 2000 (22 U.S.C 7105(b)(2)), including public law and all amendments. The Notice of Grant Award (NGA) number is 2016-MU-MU-K153. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal funds become unavailable, this agreement shall be terminated immediately upon written notice of by the State to the Grantee. In the event of such a termination, Grantee is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

5. Conditions of Payment All services provided by Grantee pursuant to this agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, site visits of the Grantee, programmatic monitoring of work performed by the Grantee and program evaluation. The Grantee will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. Authorized Representatives

6.1 State's Authorized Representative The State's Authorized Representative for purposes of administering this agreement is Amanda Colegrove, Safe Harbor Expansion Grant Coordinator; PO Box 64882 St. Paul MN 55164-0882, 651-201-5419, amanda.colegrove@state.mn.us or "her" successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative The Grantee's Authorized Representative is Kate Kalk, Program Administrator, 17230 Noopiming Ln Onamia, MN 56359, 320-532-7793, and kate.kalk@hhs.millelacsband-nsn.gov or her successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new

Authorized Representative at any time during this agreement, the Grantee must immediately notify the State in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Merger

7.1 Assignment The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State.

7.2 Amendments If there are any amendments to this agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by the State and Grantee.

7.3 Waiver If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Merger This agreement contains all the negotiations and agreements between the State and the Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8. Liability The Grantee must indemnify and hold harmless the State, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by the State, arising from the performance of this agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this agreement.

9. State Audits Under Minnesota Statutes section 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee, or any other relevant party or transaction, are subject to examination by the State, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Data Disclosure

10.1 Government Data Practices Pursuant to Minnesota Statutes Chapter 13.05, Subd. 11(a), the Grantee and the State must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the

release of the data to the requesting party before any data is released. The Grantee's response to the request must comply with the applicable law.

10.2 Data Disclosure Pursuant to Minnesota Statutes section 270C.65, subdivision 3, and all other applicable laws, the Grantee consents to disclosure of its social security number, federal employee tax identification number, and Minnesota tax identification number, all of which have already been provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. Ownership of Equipment Disposition of all equipment purchased under this grant shall be in accordance with 2 CFR 200. For all equipment having a current per unit fair market value of \$5,000 or more, the State shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one grantee to another.

12. Ownership of Materials and Intellectual Property Rights

12.1 Ownership of Materials The State shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this grant agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("materials").

The Grantee hereby assigns to the State all rights, title and interest to the materials. The Grantee shall, upon request of the State, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under this grant agreement by the Grantee, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the materials, whether in paper, electronic, or other form, shall be remitted to the State by the Grantee. Its employees and any subgrantees shall not copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Grantee's obligations under this grant agreement without the prior written consent of the State's Authorized Representative.

12.2 Intellectual Property Rights Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's

expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, Grantee shall at the State's discretion either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

13. Workers' Compensation The Grantee certifies that it is in compliance with Minnesota Statutes section 176.181, subdivision 2, which pertains to workers' compensation insurance coverage. The Grantee's employees and agents, and any contractor hired by the Grantee to perform the work required by this Grant Agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way the State's obligation or responsibility.

14. Publicity and Endorsement

14.1 Publicity Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others, or any subgrantees shall identify the State as the sponsoring agency and shall not be released without prior written approval by the State's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

14.2 Endorsement The Grantee must not claim that the State endorses its products or services.

15. Termination

15.1 Termination by the State or Grantee The State or Grantee may cancel this grant agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

15.2 Termination for Cause If the Grantee fails to comply with the provisions of this grant agreement, the State may terminate this grant agreement without prejudice to the right of the State to recover any money previously paid. The termination shall be effective five business days after the State mails, by certified mail, return receipt requested, written notice of termination to the Grantee at its last known address.

15.3 Termination for Insufficient Funding The State may immediately terminate this agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this agreement. Termination must be by written or facsimile notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving notice of the same.

16. Governing Law, Jurisdiction, and Venue This grant agreement, and amendments and supplements to it, shall be governed by the laws of the State of Minnesota.

17. Other Provisions

17.1 Contractor Debarment, Suspension and Responsibility Certification

Federal regulation 2 CFR 200.12 prohibits the State from purchasing goods or services with federal money from vendors who have been suspended or debarred by the Federal Government. Similarly Minnesota Statute §16C.03, Subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State.

Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the Federal Government expects the State to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this grant agreement, Grantee certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;

(b) Have not within a three-year period preceding this agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and

(d) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant/contract are in violation of any of the certifications set forth above.

17.2 Audit Requirements

(a) For Grantees that are state or local governments, non-profit organizations, or Indian Tribes:

If the Grantee expends total federal assistance of \$750,000 or more per year, the grantee agrees to: a) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200; and, b) to comply with the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.

Audits shall be made annually unless the grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

(b) The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

(c) The audit report shall state that the audit was performed in accordance with the provisions of 2 CFR 200.

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.

In addition to the audit report, the Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

(d) The Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.

(e) If payments under this grant agreement will be made from federal funds obtained by the State through the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), the Grantee is responsible for compliance with all federal requirements imposed on these funds. The Grantee must identify these funds separately on the schedule of expenditures of federal awards (SEFA), and must also accept full financial responsibility if it fails to comply with federal requirements. These requirements include, but are not limited to, Title III, part D, of the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq. and amendments thereto); U.S. Department of Energy Financial Assistance Rules (10CFR600); and Title 2 of the Code of Federal Regulations.

(f) Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and 2 CFR 200.

(g) The Statement of Expenditures form can be used for the schedule of federal assistance.

(h) The Grantee agrees to retain documentation to support the schedule of federal assistance for at least four (4) years.

(i) The Grantee agrees to file required audit reports within nine (9) months of the Grantee's fiscal year end.

2 CFR 200 requires recipients of more than \$750,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street