



THE MILLE LACS BAND OF
OJIBWE INDIANS
Legislative Branch of Tribal Government

JOINT RESOLUTION 18-04-42-20

**A JOINT RESOLUTION TO SUPPORT THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES TO UPDATE THE PURCHASED
REFERRED CARE DELIVERY AREA**

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, pursuant 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 well-being of the people of the Band; and

WHEREAS, the Band’s Department of Health and Human Services (“HHS”) wishes to expand the Purchased Care Delivery Area (“PRCDA”) to include Crow Wing County and Morrison County; and

WHEREAS, HHS will work with representatives from Indian Health Services (“IHS”) to expand the PRCDA to better serve Band members in the afore mentioned counties.

NOW, THEREFORE, BE IT RESOLVED that the Band Assembly and Chief Executive do hereby authorize and approve HHS to work with Indian Health Services representatives to expand the Purchased Care Delivery Area (PRCDA) to include Crow Wing County and Morrison County

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

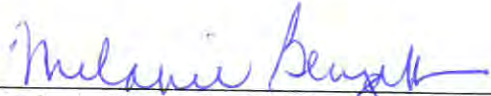
WE DO HEREBY CERTIFY that the foregoing resolution was duly concurred with and adopted at a special session of the Band Assembly in Legislative Council assembled, a quorum of legislators being present, held on the 5th day of December, 2019 at Minisinaakwaang, Minnesota by a vote of 3 FOR, 0 AGAINST, 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

Tribe/Reservation	County/State
Match-e-be-nash-she-wish Band of Pottawatomis Indians of Michigan	Allegan, MI ^{xxix} , Barry, MI, Kalamazoo, MI, Kent, MI, Ottawa, MI
Menominee Indian Tribe of Wisconsin	Langlade, WI, Menominee, WI, Oconto, WI, Shawano, WI
Mescalero Apache Tribe of the Mescalero Reservation, New Mexico	Chaves, NM, Lincoln, NM, Otero, NM
Miccosukee Tribe of Indians	Broward, FL, Collier, FL, Miami-Dade, FL, Hendry, FL
Minnesota Chippewa Tribe, Minnesota, Bois Forte Band (Nett Lake)	Itasca, MN, Koochiching, MN, St. Louis, MN
Minnesota Chippewa Tribe, Minnesota, Fond du Lac Band	Carlton, MN, St. Louis, MN
Minnesota Chippewa Tribe, Minnesota, Grand Portage Band	Cook, MN
Minnesota Chippewa Tribe, Minnesota, Leech Lake Band	Beltrami, MN, Cass, MN, Hubbard, MN, Itasca, MN
Minnesota Chippewa Tribe, Minnesota, Mille Lacs Band	Aitkin, MN, Kanebec, MN, Mille Lacs, MN, Pine, MN
Minnesota Chippewa Tribe, Minnesota, White Earth Band	Becker, MN, Clearwater, MN, Mahnomen, MN, Norman, MN, Polk, MN
Mississippi Band of Choctaw Indians	Attala, MS, Jasper, MS ^{xxx} , Jones, MS, Kemper, MS, Leake, MS, Neshoba, MS, Newton, MS, Noxubee, MS ^{xxxi} , Scott, MS ^{xxxii} , Winston, MS
Mohegan Tribe of Indians of Connecticut	Fairfield, CT, Hartford, CT, Litchfield, CT, Middlesex, CT, New Haven, CT, New London, CT, Tolland, CT, Windham, CT
Muckleshoot Indian Tribe	King, WA, Pierce, WA
Narragansett Indian Tribe	Washington, RI ^{xxxiii}
Navajo Nation, Arizona, New Mexico, & Utah	Apache, AZ, Bernalillo, NM, Cibola, NM, Coconino, AZ, Kane, UT, McKinley, NM, Montezuma, CO, Navajo, AZ, Rio Arriba, NM, Sandoval, NM, San Juan, NM, San Juan, UT, Socorro, NM, Valencia, NM
Nevada	Entire State ^{xxxiv}
Nez Perce Tribe	Clearwater, ID, Idaho, ID, Latah, ID, Lewis, ID, Nez Perce, ID
Nisqually Indian Tribe	Pierce, WA, Thurston, WA
Nooksack Indian Tribe	Whatcom, WA
Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana	Big Horn, MT, Carter, MT ^{xxxv} , Rosebud, MT
Northwestern Band of Shoshone Nation	Box Elder, UT ^{xxxvi}
Nottawaseppi Huron Band of the Pottawatomis, Michigan	Allegan, MI ^{xxxvii} , Barry, MI, Branch, MI, Calhoun, MI, Kalamazoo, MI, Kent, MI, Ottawa, MI
Oglala Sioux Tribe	Bennett, SD, Cherry, NE, Custer, SD, Dawes, NE, Fall River, SD, Jackson, SD ^{xxxviii} , Mellette, SD, Pennington, SD, Shannon, SD, Sheridan, NE, Todd, SD
Ohkay Owingeh, New Mexico	Rio Arriba, NM

INTEROFFICE MEMORANDUM

To: Darcie Bigbear, Legislative Parliamentarian, Band Assembly

From: Nicole Anderson, Commissioner of Health & Human Services

Subject: Tribal Resolution

Date: September 9, 2019



Health & Human Services is requesting a tribal resolution to update the Purchased Referred Care Delivery Area (PRCDA) to include Crow Wing County (CWC) and Morrison County (MC). There are many band members residing in these counties, no other tribes have these counties in their PRCDA, this would align with the current HHS Service Area policy, and there is opportunity to increase our funding by including these counties. Current counties in the PRCDA: Aitkin, Kanabec, Mille Lacs, and Pine.

MLBO Members in CWC and MC: 181

Federally recognized tribal members in CWC and MC: 374

By adding these counties, more Band members will be eligible for referred services to specialty clinics and health providers. These referred services are beyond what is offered by Mille Lacs Band HHS and would come without additional cost to the Band member living in the PRCDA.

According to Chris Poole (IHS) a tribal resolution is the first step to updating the PRCDA. After a tribal resolution is complete Chris Poole can calculate the funding impacted formula and submit application.

Information gathered by HHS Finance in collaboration with IHS.

FUNDING AGREEMENT
BETWEEN
THE MILLE LACS BAND OF OJIBWE
AND THE
UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE
October 1, 2012 – September 30, 2015

Section 1 Preamble

This Funding Agreement (FA) is entered into by the Mille Lacs Band of Ojibwe and the Indian Health Service of the Department of Health and Human Services of the United States of America (hereinafter referred to as the IHS) pursuant to Title V of the Indian Self-Determination and Education Assistance Act, as amended, or such successor legislation as may be enacted, ("the Act"), and is incorporated into and governed by the Compact of Self-Governance entered into between the Mille Lacs Band of Ojibwe (hereinafter referred to as the Band) and the Secretary of the Department of Health and Human Services. The purpose of this Agreement is to list the programs, services, functions, and activities (PSFA), and associated resources to be transferred from the IHS to the Band for the term of October 1, 2012 until September 30, 2015 for this multi-year FA.

Section 2 Tribal Programs and Services

The Band agrees to administer, provide, or otherwise be responsible for the PSFA identified below in accordance with the terms of the Compact and this Agreement. The Band is committed to and shall provide quality health services that will at all times meet applicable standards. Services will be provided to IHS-eligible persons as defined under applicable law, and such other persons as determined by the Tribe's governing bodies to the extent and in a manner consistent with 25 U.S.C. Sec. 1680c, or such successor legislation as might be enacted. To the extent that the PSFA descriptions in the Compact or Funding Agreement conflict with the descriptions or definitions provided in the Indian Health Care Improvement Act (IHCA), as amended, the IHCA shall prevail unless it conflicts with the Act. Pursuant to Section 506(e) of the Act (25 U.S.C. Sec. 458aaa-5(e)), as amended, the Band may redesign or consolidate PSFA or portion thereof included in a funding agreement under Section 505 of the Act (25 U.S.C. Sec. 458aaa-4) and reallocate or redirect funds for such PSFA in any manner which the Band deems to be in the best interest of the health and welfare of the Indian community being served, only if the redesign or consolidation does not have the effect of denying eligibility to population groups otherwise eligible to be served under applicable Federal Law.

- A. General Health Services
 1. Hospitals and Clinics

2. Dental Services
 3. Pharmaceutical Services
 4. Long-Term Care Services¹
 5. Mental Health Services
 6. Alcohol and Drug Treatment Services
 7. Contract Health Care Services
 8. Reimbursements
- B. Preventative Health Services
1. Public Health Nursing
 2. Health Education, Medical & Environmental
 3. Community Health Representatives
- C. Facilities
1. General Operation & Maintenance
 2. Architectural & Engineering
 3. Facilities Renovation
 4. Drug & Alcohol Rehabilitation and Treatment (M&I Funds)
- D. Administration
1. General Program Administration
 2. Special Project Administration

Section 3 Funding Amounts

The amounts available to the Band pursuant to the Compact and the Act, for Fiscal Year 2013 are detailed on the attached Headquarters' FY 2013 AFA Detail Report and Bemidji Area FY 2013 Tribal Shares Planning documents, (Attachment A), based on the FY 2012 IHS Appropriation Act. The parties to this funding agreement recognize that the total amount of funding in this agreement is subject to adjustment based on changes in appropriations by Congressional action in appropriation acts. Upon enactment of relevant appropriation acts or other law affecting availability of funds to the IHS the Tribe will be notified and the total funding will be adjusted in accordance with the law.

Congressional increases that are distributed at the Area level will be distributed based on the Area TSA % for a Tribe calculated using the most recent validated and approved Bemidji Area Patient Count. For FY2013 the Area TSA % was calculated using the Area FY2011 Bemidji Area Patient Count.

A. Total Program Funding Available

The estimated available funding for FY 2013 is as follows:

Headquarters Tribal Shares	\$ 123,191
Area Tribal Shares w/equip	\$ 336,611
Tribal Base Funding (w/o indirect,)	\$ 5,220,882

¹ Long term care services provided as defined at 25 U.S.C. Sec. 1621d(a)(4).

Total Direct Funding	\$ 5,680,684
B. Estimated Indirect CSC	\$ 281,890
Total Program Funding	\$5,962,574

C. Contract Support

The parties agree that the CSC funding under this Funding Agreement (FA) will be calculated and paid in accordance with Sections 508[c], 519(b) and 106(a) of the Act; utilizing the current IHS process and procedures or their successors; and any statutory restrictions imposed by Congress. In accordance with these authorities, and taking into account available appropriations for CSC, the parties agree that under this FA the Band will receive direct CSC in the amount of \$1,022,502, and indirect CSC in the amount of \$281,890. These amounts were determined using the FY 2012 IHS CSC appropriation, and the Band's direct cost base and indirect rate (14.00%) as of September 26, 2012, and may be adjusted as set forth in the current IHS process and procedures as a result of changes in program bases, Tribal CSC need, and available CSC appropriations. Any adjustments to these amounts will be reflected in future modifications to this FA.

D. IHS Funding Not Currently Identified as Tribal Shares.

Any funding not identified as Tribal Shares will be made available to the Band in the event those funds are subsequently identified as available for distribution as Tribal Shares.

Section 4 Programs Retained

Retained Tribal Shares

The Secretary or his authorized representative shall retain responsibility for providing the PSFA for all benefits offered to Indians not specifically identified as funded in Section 3 of this Agreement. The Band has elected to have the Secretary fully retain the following programs:

Line 314 MIS	\$ 14,365
Line 320 Environmental Health Support	\$ 13,439
Line 322 SFC Area	\$ 9,427
Line 326A OEH Sanitarian (Field)	\$ 35,586
Line 326B OEH Sanitarian (District)	\$ 8,064
Line 327 SFC Field OEH Engineer	\$ 52,843
Line 2401 HQ SFC	\$ 3,011
Line 2402HQ EHS	\$ 3,303
Line 115 EMS	\$ 499
Line 119 A.A.I.P.	\$ 36
Line 120 Clinical Support Center	\$ 2,462

Line 126 D.I.R. Support Fund	\$ 33,380
Line 128 NIHB	\$ 612
Line 137 Nation DIR Support- HQW	\$ 11,187
Line 1301 Direct Operations	\$ 3,632

The Band also requests that a portion of Area Hospital and Clinic funds be withheld by the Area Office as follows:

Disenfranchised	\$124,984
-----------------	-----------

Both Parties agree to work together to validate the number disenfranchised during the term of this FA.

TOTAL RETAINED SHARES	\$ 357,721
-----------------------	------------

Section 5 Disenfranchised

In deciding to implement its direct services eligibility policy, dated May 31, 2005 and effective June 1, 2005, the Band chose to serve fewer eligible individuals than it agreed to serve in its Compact and Funding Agreement. Therefore, beginning in FY2006, IHS retained \$87,680 from this Funding Agreement to provide for those 160 individuals identified by the IHS as eligible for direct services pursuant to 42 C.F.R. § 136.12, but who were denied access to services at the Band's clinics as a result of the Band's eligibility policy. These funds were given to the IHS and Tribal facilities that these individuals will be utilizing as alternatives in order to cover the cost of care that may be incurred for the health care of these 160 individuals. The amount of funds retained under this FY2006 Funding Agreement were determined by taking the individual user amount (\$548) calculated in the FY2006 Funding Agreement and multiplying it by 160 to reach the total retained amount of \$87,680.00. The number of disenfranchised was subsequently adjusted to 142 and the amount to \$124,984.00 to reflect changed conditions. The IHS and Band agree that this funding retention is subject to adjustment during the term of this FA based on increases to the Tribe's base for direct services with 3% of the increases to IHS for disenfranchised and 97% to the Tribe.

Both parties reserve the right to revisit the disenfranchised issue and calculations during the terms of this FA.

Section 6 Negotiated Program Funding

Headquarters Tribal Shares	\$ 65,069
Area Tribal Shares w/equip	\$ 202,887
Tribal Base Funding (w/o indirect)/AAO	\$ 5,055,007
Estimated Indirect (Subject to Section 3A)	\$ 281,890

Total Negotiated Amount

\$ 5,604,853

Section 7 Adjustment Due to Congressional Actions

The parties to this FA recognize that the total amount of funding in this FA is subject to adjustment based on changes in appropriations by Congressional action in appropriation acts. The attached Self-Governance FA funding table has been incorporated into this FA as Attachment A. This table reflects estimated total funding levels and will be amended to reflect actual appropriations whether such appropriations are made by means of regular appropriations acts or continuing resolution. Upon enactment of relevant appropriation acts or other law affecting availability of funds to the IHS, the Band will be notified and the total amount will be adjusted in accordance with the law. The Band shall also be eligible for new services, service increases, mandatories, population growth, health services priority system, indirect contract support costs, and other non-recurring resources on the same basis as other Area tribes. Congressional increases that are distributed at the Area level will be distributed based on the Area Tribal Size Adjustment (TSA) % for a Tribe calculated using the most recent validated and approved Bemidji Area Patient Count. For FY2013, the Area TSA% was calculated using the Area FY2011 Bemidji Area Patient Count. It is recognized there may be errors in calculations or other mistakes regarding estimates of tribal funding shares which may need to be adjusted. Both parties agree to take action to correct such errors as they are identified.

Section 8 Director's Emergency Reserve Funding

The Band will be eligible for a percentage of any Director's Emergency Reserve Funding appropriated but not utilized in the fiscal year appropriated.

Section 9 Amendment or Modifications to this Agreement as Negotiated.

A. Written Consent Required

It is recognized there may be errors in calculations that may need to be renegotiated. Both parties agree to take action to correct such errors as they are identified. Except as otherwise provided by the terms of this FA or by operation of law, modifications to this FA shall only be by written consent of the Band and the United States

B. No Writing Required

This FA may be amended without the written consent of the Band when such amendment results from changes in actual appropriation levels or represents an increase in funding for any programs identified in this FA, whether or not such programs are currently funded. Such increases include, but are not limited to:

Program, Area or HQ mandatories
Program, Area or HQ End of year distributions
Medicare or Medicaid Collections

CHEF

Section 10 Method of Payment

Once funds appropriated by the Congress are made available to the IHS, such funds shall be transferred within thirty (30) days of apportionment of such funding by the Office of Management and Budget with the exception of program formula funds, which will be paid within 30 days of the Area receiving funds.

Section 11 Integration Clause

This FA represents the full and true intentions of the parties as signed hereunder, and the terms as set out above may not be varied by any prior existing document not explicitly made a part of this FA, nor by parol evidence offered to alter or modify the terms set out in this FA.

Section 12 Health Status Reports

The Band agrees to report on the health status and service delivery in accordance with requirements of Section 507 (a)(1) of the Act (25 U.S.C. Sec. 458aaa-6(a)(1)). The Band has elected to use selected Government Performance and Results Act (GPRA) indicators for Health Status Reporting. The selected indicators are attached as part of the FA as Attachment B.

Section 13 Reassumption

The parties agree that the Secretary will reassume operation of a PSFA (or portions thereof) and associated funding transferred from the IHS to the Band in this Agreement only in the event that the requirements of Section 507(a)(2) of the Act (25 U.S.C. Sec. 458aaa-6(a)(2)) are met.

CMD
5/29/2013

Section 14 Trust Responsibility

Nothing in this Agreement shall be construed to diminish in any way the trust responsibility of the United States to the Mille Lacs Band government, or Band's members individually, that exists under treaties, Executive orders, or other laws and court decisions.