COMPACT OF SELF-GOVERNANCE
BETWEEN
THE ABSENTEE SHAWNEE TRIBE OF OKLAHOMA
AND
THE UNITED STATES OF AMERICA

RECITALS

WHEREAS, Federal health services to maintain and improve the health of the American Indians are consonant with and required by the Federal Government's historical and unique legal relationship with, and resulting responsibility to, the American Indian people, 25 U.S.C. § 1601(1);

WHEREAS, the Congress has declared that it is the policy of the United States, in fulfillment of its special trust responsibilities and legal obligations to the American Indian people, to assure the highest possible health status for Indians and to provide all resources necessary to effect that policy and to raise the health status of Indians to at least the levels set forth in the goals contained within the Healthy People 2020 initiative or successor objectives, 25 U.S.C. § 1602(1)-(2);

WHEREAS, the Absentee Shawnee Tribe (the "Tribe"), a Federally recognized Indian tribe as defined in 25 U.S.C. § 5303b(e) will provide comprehensive, integrated, and Tribally-controlled health care services directly and through purchasing other services;

WHEREAS, in furtherance of the Federal policy of American Indian and Alaska Native Tribal self-determination and self-governance, Congress has directed the Secretary to carry out the "Tribal Self-Governance Program" authorized by Title V of the Indian Self- Determination and Education Assistance Act ("Act");

WHEREAS, Congress, in Title V, has authorized the Secretary to negotiate and implement a Compact and Funding Agreements with tribes that have satisfied the requirements set forth in 25 U.S.C. § 5383(c);

WHEREAS, Congress has directed that the Funding Agreement, which the Secretary negotiates with the Tribe, shall authorize the Tribe to plan, conduct, consolidate, administer, receive full tribal share funding, for all programs, services, functions and activities (or portions thereof) ("PSFAs"), that are carried out for the benefit of Indians because of their status as Indians without regard to the agency or office of the IHS within which the PSFAs(or portion thereof) is performed, 25 U.S.C. § 5385(b)(1);

WHEREAS, the Funding Agreement shall set forth terms that generally identify the programs, services, functions or activities (or portions thereof) to be performed or administered, and the

general budget category assigned for such PSFAs; the funds to be provided, including those funds to be provided on a recurring basis; the time and method of transfer of the funds; the responsibilities of the Secretary; and any other provision with respect to which the Tribe and the Secretary agree in accordance with 25 U.S.C. § 5385(d);

WHEREAS, the Tribe shall not be obligated to continue performance of PSFAs (or portions thereof) set forth in the Funding Agreement that require an expenditure of funds in excess of the amount of funds transferred under the Compact or Funding Agreement as provided in 25 U.S.C. § 5388(k);

WHEREAS, nothing in Title V of the Act shall be construed to limit or reduce in any way the funding for any program, project or activity serving an Indian tribe under Title V or any other applicable Federal law, 25 U.S.C. § 5395(a);

WHEREAS, in Title V, Congress has directed that the Compact or Funding Agreement that the Secretary negotiates with the Tribe shall contain certain provisions as specified in 25 U.S.C. § 5387(a);

WHEREAS, Congress has directed that each applicable provision of the Act and this Compact and associated Funding Agreements shall be liberally construed for the benefit of the Indian tribe participating in self-governance, and any ambiguity shall be resolved in favor of the tribe, 25 U.S.C. § 5392(f);

WHEREAS, except as otherwise provided by law, the Secretary shall interpret all Federal laws, Executive orders, and regulations in a manner that will facilitate the inclusion of PSFAs (or portions thereof) and funds associated therewith into this Compact and associated Funding Agreements; the implementation of this Compact and associated Funding Agreements; and the achievement of the Tribe's health goals and objectives, 25 U.S.C. § 5392(a);

WHEREAS, it is the policy of Congress to "call for full cooperation from the Department of Health and Human Services and its constituent agencies in the implementation of tribal self-governance to," 42 C.F.R. § 137.2(b)(2), "ensure the continuation of the trust responsibility of the United States to Indian Tribes and Indians," 42 C.F.R. § 137.2(b)(2)(iii), and "permit an orderly transition from Federal domination of programs and services to provide Indian Tribes with meaningful authority, control, funding, and discretion to plan, conduct, redesign, and administer PSFAs that meet the needs of the individual Tribal communities." 42 C.F.R. § 137.2(b)(2)(vi).

WHEREAS, in fulfilling its responsibilities under this Compact, the Act and the Indian Health Care Improvement Act ("IHCIA"), as amended, and consistent with the November 5, 2009 Memorandum for the Heads of Executive Departments and Agencies, the April 29, 1994 Memorandum from the President of the United States of America for the Heads of Executive Departments and Agencies; the November 6, 2000 Executive Order 13175 on Consultation and Coordination with Indian Tribal Governments; the September 23, 2004 Memorandum from the

President of the United States of America for the Heads of Executive Departments and Agencies; the Department of Health and Human Services Tribal Consultation Policy; and 42 C.F.R. § 137.2(b)(2)(v), the Secretary hereby pledges that the Indian Health Service will conduct all relations with the Tribe on a government-to-government basis.

WHEREAS, the Executive Committee of the Tribe, by resolution, is authorized to enter into this Compact and associated Funding Agreements with the Secretary on behalf of the Tribe;

NOW, THEREFORE, the Secretary and the Tribe do hereby agree to enter into, undertake, and be bound by this Compact as set forth in Title V of the Act.

ARTICLE I – AUTHORITY AND PURPOSE

Section 1 – Authority.

This Agreement, denotes a Compact of Self-Governance (hereinafter referred to as the "Compact"), is authorized by Title V of the Indian Self-Determination and Education Assistance Act ("the Act"), as amended ("Title V"), and is hereby entered into by the Secretary of Health and Human Services ("Secretary"), for and on behalf of the United States of America and by the Absentee Shawnee Tribal Executive Committee by the authority of the Constitution and Bylaws of the Absentee Shawnee Tribe of Indians of Oklahoma (hereinafter referred to as "the Tribe").

Section 2 – Purpose.

This Compact shall be liberally construed to achieve its purposes:

(a) This Compact is to enable the Absentee Shawnee Tribe of Oklahoma to redesign PSFAs of the Indian Health Service ("IHS"); to reallocate funds for such PSFAs according to its tribal priorities; to provide such PSFAs, as determined by its tribal priorities; to enhance the effectiveness and long term financial stability of its tribal government; and to reduce the Federal-Indian service bureaucracy.

(b) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Absentee Shawnee Tribe of Oklahoma through tribal self-governance, which will remove federal obstacles to effective self-governance and reorganize tribal government programs and services. This policy of tribal self-governance shall permit an orderly transition from federal domination of programs and services to allow Indian tribes meaningful authority to plan, conduct, and administer those programs and services to meet the needs of their people. In fulfilling its responsibilities under the Compact, the Secretary hereby pledges that the Department will conduct all relations with the Tribe on a government-to-government basis.

Section 3 – Applicable Law.

The parties agree that the laws of the United States shall apply to any dispute between the United States and the Tribe arising out of the Compact or Funding Agreement. Nothing in this Compact shall be construed to diminish the applicability of the laws of the Tribe, including tribal administrative processes, with regard to any matter or action involving a party other than the United States.

Section 4 – Service Area[1]

The Absentee Shawnee Tribe's Service Area is comprised of these counties in the State of Oklahoma: Pottawatomie, Oklahoma, Cleveland, Logan and Lincoln.

ARTICLE II – TERM, PROVISIONS AND CONDITIONS

Section 1 – Term and Effective Date.

This Compact shall be effective when signed by the Secretary or an authorized representative and an authorized representative of the Tribe, and shall thereafter supersede and replace the previous Compact executed by the Absentee Shawnee Tribe of Oklahoma and IHS under Title III of the Act. Pursuant to 25 U.S.C. § 5384(d), the Compact shall remain in effect for so long as it is authorized by federal law or until it is amended or terminated by mutual written agreement, retrocession, or reassumption.

Section 2 – Funding Amount.

Subject only to the appropriation of funds by the Congress of the United States and in accordance with 25 U.S.C. § 5388, the Secretary or his authorized representative shall provide to the Tribe the total amount of funds specified in the Funding Agreement incorporated by reference to Article VI, Section 2 (Funding Agreement). Future funding of subsequent Funding Agreements shall only be reduced pursuant to provisions of 25 U.S.C. § 5388(d)(1)(C)(ii).

Section 3 – Payment.

Payment shall be made according to the schedule set forth in the Funding Agreement and shall include financial arrangements to cover funding during periods under Continuing Resolutions to the extent permitted by such resolutions.

The Tribe shall be permitted to retain interest earned on funds paid under a Funding Agreement to carry out governmental or health purposes. Interest earned on such payments shall not diminish the amount of funds the Tribe is authorized to receive under its Funding Agreement in the year the interest is earned or in any subsequent fiscal year. 25 U.S.C. § 5388(h).

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[1] The Service Area was historically referred to as the "catchment area."

Section 4 – Reports to Congress.

In accordance with 25 U.S.C. § 5394, the Secretary shall submit to the Congress a written report on January 1 of each year on the administration of Title V of the Act. Each report shall include a detailed analysis of the level of need being presently funded or unfunded for the Tribe directly by the Secretary under this Compact and associated Funding Agreements. The contents of each report shall comply with 25 U.S.C. § 5394(b). In compiling the reports, the Secretary may not impose any reporting requirements on the Tribe not otherwise provided in Title V of the Act. The Secretary shall provide the Tribe with a draft of each report required to be submitted to Congress under this provision for a no less than a thirty (30) day comment period prior to the submission of the report to Congress so that the Tribe may comment on the report. The Secretary's final report shall include the separate views and comments of Indian tribes or tribal organizations.

Any reports or information required under this section shall be provided within sixty (60) days of the request of the Tribe, unless the parties mutually agree that a longer amount of time is necessary to provide such reports or information.

Section 5 – Audits.

(a) Single Audit Act. The Tribe shall provide to the Designated Official of the Secretary, which is the Federal Audit Clearinghouse (or its successor), an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, 31 U.S.C. 7501, *et seq.*,

(b) Cost Principles. The Tribe shall apply cost principles under the applicable Office of Management and Budget ("OMB") circular, except as modified by 25 U.S.C. § 5325, other provisions of law, or by any exemptions to applicable OMB circulars subsequently granted by the OMB. No other audit or accounting standards shall be required by the Secretary. Any claim by the Federal Government against the Tribe relating to funds received under a Funding Agreement based on a single agency audit required by 31 U.S.C. Chapter 75 shall be subject to the provisions of 25 U.S.C. § 5325(f). 25 U.S.C. § 5386(c)(2).

Section 6 – Records.

The following provisions will supplement the Tribal policies on document disclosure and will govern record keeping associated with this Compact:

(a) Pursuant to 25 U.S.C. § 5386(d)(1), tribal records shall not be deemed federal records for purposes of 5 U.S.C. §§ 500-596, except as provided in subsection (d) of this section.

(b) The Tribe shall maintain a record keeping system, and provide reasonable access to records to the Secretary or his authorized representative, which permits the Department of Health and Human Services to meet its minimum legal record keeping program requirements under the Federal Records Act, 44 U.S.C. § 3101 *et seq.*.

(c) The Tribe shall maintain in its record keeping system all documents necessary for the annual audit requirement in Section 6 (Records) of this Article.

(d) Patient records, financial records and personnel records may be disclosed only in accordance with 5 U.S.C. § 552a(b) and other applicable law.

Section 7 – Property.

(a) The provisions of 25 U.S.C. § 5392(c) are hereby incorporated by reference into this Compact.

(b) At the request of the Tribe, the Secretary or his authorized representative shall make available to the Tribe reasonably divisible excess or surplus real property, facilities, equipment, and personal property that the Department had previously utilized to provide the PSFAs now consolidated by the Tribe pursuant to Article III of this Compact. A list specifying the property, facilities, and equipment so made available shall be prepared and periodically revised.

(c) The Secretary shall make best efforts to assist the Tribe in obtaining such property as may become available to Tribes or local governments. The Tribe shall be eligible to participate in Project Transam (or any successor project). The Tribe shall be notified of and property screenings associated with Project Transam (or any successor project) by IHS Headquarters. Such notification may be made by publishing it on a webpage available to the Tribe. Inventory of available assets may be published on the following webpage: https://www.ihs.gov/transam/, or other Transam webpage available to the Tribe.

(d) The Tribe shall determine what capital equipment leases, rentals, property or services, it shall require to perform its obligations under Title III of this Compact, and shall acquire and maintain records of such capital equipment, property rentals, leases, property or services through tribal procurement procedures.

(e) Leases. Upon request of the Tribe, the Secretary shall enter into a lease with the Tribe if the Tribe has title to, a leasehold interest in, or a trust interest in, a facility used by the Tribe for the administration and delivery of services under Title V of the Act. 25 U.S.C. § 5324(*l*)(1).

Section 8 – Savings.

(a) If it becomes apparent that funds allocated by the Tribe pursuant to its budget process, to any activity as defined in the Funding Agreement, are in excess of that needed for such activity, the Tribe may reallocate that excess to any other activity under this Compact. *See* 25 U.S.C. § 5386(e). Any funds not expended during the term of any of the Fiscal years of this Compact shall be carried over to the succeeding Fiscal year, but such carry-over shall not diminish the amount of funds that the Tribe is authorized to receive in that succeeding Fiscal year or in any subsequent Fiscal year. *See* 25 U.S.C. § 5388(f).

(b) To the extent that PSFAs (or portions thereof) carried out by Indian Tribes under Title V reduce the administrative or other responsibilities of the Secretary with respect to the operation of Indian programs and result in savings that have not otherwise been included in the amount of Tribal shares and other funds determined under 25 U.S.C. § 5388(c), the Secretary shall make such savings available to Indian Tribes, including the Absentee Shawnee Tribe, inter-Tribal consortia, or Tribal organizations, for the provision of additional services to program beneficiaries in a manner equitable to directly served, contracted, and compacted programs. 25 U.S.C. § 5387(f).

Section 9 – Use of Motor Vehicles.

Subject to the agreement of the General Services Administration, the Secretary hereby authorizes the Tribe to obtain Interagency Motor Pool vehicles and related services, if available, for performance of any activities under this Compact.

Section 10 – Regulatory Authority.

The Secretary and the Tribe agree to utilize the following procedures governing the establishment and application of regulations under this Compact.

(a) Program Rules. Pursuant to 25 U.S.C. § 5397(e), unless expressly agreed to by the Tribe in this Compact or associated Funding Agreements, the Tribe shall not be subject to any agency circular, policy, manual, guidance or rule adopted by the Indian Health Service, except for the eligibility provisions of 25 U.S.C. § 5324(g) and regulations promulgated under 25 U.S.C. § 5397, unless such regulations have been waived pursuant to 25 U.S.C. § 5392(b).

(b) Waiver of Federal Regulations. In order to put to good use the Secretary's authority as authorized by 25 U.S.C. § 5392(b), the Secretary will seek to expedite the waiver of any federal regulation which the Tribe determines is an obstacle to carrying out the Compact, its purpose, and the PFSAs pursuant to the Compact. The Secretary shall act in the best interest of the affected Indians and shall grant the requested waiver of federal regulation(s) over which he/she exercises authority unless he/she determines that the applicable federal regulations cannot be waived as a result of specific federal law or statute to the contrary.

Section 11 – Disputes.

All disputes between the IHS and the Tribe under this Compact shall be subject to Title V and the provisions of 25 U.S.C. § 5331 and all remedies provided therein. Actions and proceedings to enforce the Tribe's rights and the Secretary's obligations under this Compact shall be subject to the Equal Access to Justice Act, Public Law 96-481, as amended, to the extend allowed by Federal statutes and regulations. (*See* 42 C.F.R. § 137.450.) In the alternative, the IHS and the Tribe may use the processes authorized and encouraged in the Administrative Dispute Resolution Act, 5 U.S.C. § 571-584, for more informal resolution of disputes arising under this Compact and associated Funding Agreements.

Section 12 – Retrocession.

The provisions of 25 U.S.C. § 5386(f) shall govern any future retrocession.

Section 13 – Reserved.

Section 14 – Successor Funding Agreements.

(a) The negotiations process for subsequent Funding Agreements shall begin within 30 days of a request by the Tribe or on a date agreed upon by the parties.

(b) The Secretary will provide, to the extent such information is available, financial and other information relevant to the PSFAs carried out the Tribe, at least 60 days prior to the end of the term of the Funding Agreement, and comply with the Tribe's request for information needed to determine funds that may be available for the a successor Funding Agreement.

(c) The Tribe is hereby assured that future funding of successor Funding Agreements shall only be reduced pursuant to the provisions of 25 U.S.C. § 5388(d)(1)(C)(ii).

(d) Pursuant to 25 U.S.C. § 5385(e) and 42 C.F.R. §§ 137.55 and 137.56, absent notification from the Tribe that it is withdrawing or retroceding the operation of one or more PSFAs identified in a Funding Agreement entered into pursuant to this Compact, or unless otherwise agreed to by the parties, the last executed Funding Agreement, including all recurring increases received and continuing eligibility for other increases, shall remain in full force and effect until a subsequent Funding Agreement is executed. The terms of the subsequent Funding Agreement shall be retroactive to the end of the term of the preceding Funding Agreement, unless a later effective date was mutually agreed upon.

Section 15 –Health Status Reports

Pursuant to 25 U.S.C. § 5387(a), the Tribe shall provide to the Secretary a health status and service delivery report to the extent relevant data is not otherwise available to the Secretary and specific funds for this purpose are provide to the Tribe in its Funding Agreement. Such reporting may impose only minimal burdens on the Tribe and such requirements must have been promulgated under 25 U.S.C. § 5397.

Section 16 – Limitation of Costs

If at any time the Tribe has reason to believe that the total amount provided for a specific activity in the Compact or Funding Agreement is insufficient, the Tribe shall provide reasonable notice of such insufficiency to the Secretary. If the Secretary does not increase the amount of funds transferred under the Funding Agreement, the Tribe may suspend performance of the activity until such time as additional funds are transferred. 25 U.S.C. § 5388(k).

ARTICLE III – OBLIGATIONS OF THE TRIBE

Section 1 – Consolidation.

With the exception of specific responsibilities of the United States identified and retained in Article IV, Section 3 (Programs Retained), the Tribe will perform the PSFAs as provided for in the Funding Agreement, as provided for in Article VI, Section 2 (Funding Agreement), of this Compact. To the extent a PSFA is included within a contract or grant entered into pursuant to the Act, or is subject to any obligation arising from such a contract or grant, that contract or grant is terminated and the parties' obligations shall be governed by this Compact.

Section 2 – Tribal Programs.

The Tribe agrees to perform such PSFAs as identified in any Funding Agreement negotiated under this Compact, to the extent funding is provided in the Funding Agreement. The Tribe pledges to practice utmost good faith in upholding its responsibility to provide such PSFAs.

Section 3 – Reallocation.

In accordance with 25 U.S.C. § 5386(e), the Tribe may redesign or consolidate programs, services, functions and activities (or portions thereof) included in the Funding Agreement under 25 U.S.C. § 5385 and reallocate or redirect funds for such PSFAs (or portions thereof) in any manner that the Tribe 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 for services to population groups otherwise eligible to be served under applicable Federal law.

Section 4 – Program Income, Including Medicare/Medicaid.

All Medicare, Medicaid or other program income earned by the Tribe shall be treated as supplemental funding to that negotiated in the Funding Agreement, and the Tribe may retain all such income, including Medicare/Medicaid, and expend such funds in the current year or in future years, except to the extent that the Indian Health Care Improvement Act (25 U.S.C. §§ 1601 – 1683) provides otherwise for Medicare and Medicaid receipts. Such additional funds shall not result in any off-set or reduction in the amount of funds the Tribe is authorized to receive under its Funding Agreement in the year the program income is received or for any subsequent fiscal year. 25 U.S.C. § 5388(j).

Section 5 – Carryover of Funds.

All funds paid to the Tribe in accordance with this Compact or associated Funding Agreements shall remain available until expended. In the event the Tribe elects to carry over funding from one year to the next, such carryover shall not diminish the amount of funds the Tribe is authorized to receive under its Funding Agreement in that or any subsequent fiscal year. 25 U.S.C. § 5388(i).

Section 6 – Matching Funds.

All funds provided under this Compact or associated Funding Agreements shall be treated as non-Federal funds for purposes of meeting matching or other cost participation requirements under any other Federal or non-Federal program pursuant to 25 U.S.C. § 5392(d).

Section 7 – Eligibility for Services.

In determining eligibility for services, the Tribe shall comply with applicable eligibility provisions set forth in the Indian Health Care Improvement Act, as amended, applicable Federal regulations, and other applicable Federal law.

ARTICLE IV – OBLIGATIONS OF THE UNITED STATES

Section 1 – Trust Responsibility.

Nothing in this Compact is intended to, nor should be interpreted, to terminate, waive, modify or reduce the trust responsibility of the United States with respect to the Tribe or individual Indians that exists under treaties, Executive Orders, other laws or court decisions. 25 U.S.C. § 5387(g). The Secretary pledges to practice utmost good faith in upholding the trust responsibility.

Section 2 – Information Regarding Services of the Indian Health Service.

At the written request of the Tribe, the IHS shall provide the Tribe with a written list of the PSFAs that continue to be operated by the IHS that the Tribe is eligible to assume. To the fullest extent permitted by law, the Secretary will cooperate with requests from the Tribe to provide information, including financial data, relevant to IHS's ongoing PSFAs.

Section 3 – Programs Retained.

The Secretary retains any PSFAs that are not specifically assumed by the Tribe in its Funding Agreements, and the Tribe shall continue to be entitled to the full benefit of those PSFAs retained by the IHS.

Section 4 – Financial and Other Information.

The Tribe shall be eligible for new PSFAs, new resources, and new funding on the same basis as other Tribes. When new services, funding or other resources become available, the Secretary shall advise the Tribe.

ARTICLE V – OTHER PROVISIONS

Section 1 – Designated Officials.

On or before the effective date of this Compact, both the United States and the Tribe shall provide each other with a written designation of a senior official as its representative/liaison official for notices, proposed amendments to the Compact and other purposes for this Compact. The Secretary and the Tribe shall direct all communications about the Compact and the relevant Funding Agreement to the appropriate designee to the extent consistent with applicable law. Reference herein to the Tribe or the Secretary shall include the respective Designated Official thereof. Should the Secretary or the Tribe, during this Compact, designate a different individual as their representative/liaison, the parties shall inform the other part in writing at the time of the designee change.

Section 2 – Indian Preference in Employment, Contracting and Subcontracting.

Tribal law shall govern the provision of Indian Preference in Employment, Contracting and Subcontracting pursuant to this Compact.

Section 3 – Federal Tort Claims Act Coverage.

Generally. For purposes of Federal Tort Claims Act ("FTCA") coverage, the Tribe and its employees (including individuals performing personal services contracts with the Tribe) are deemed to be employees of the Federal government while performing work under this Compact and associated Funding Agreements. This status is not changed by the source of the funds used by the Tribe to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Tribe. Under this Compact, the Tribe's employees may be required as a condition of employment to provide health services to non-IHS beneficiaries in order to meet the obligations under this Compact and associated Funding Agreements. These services may be provided in either the Tribe's facilities or non-Tribal facilities. The employee's status for FTCA purposes is not affected.

Section 4 – Compact Modifications or Amendments.

To be effective, any modifications of this Compact shall be in the form of a written amendment to the Compact and shall require the written consent of both the Tribe and the United States. There shall be no unilateral amendments of this Compact.

Section 5 – Construction.

Expect as otherwise provided by law, the Secretary shall interpret all Federal laws, Executive orders, and regulations in a manner that will facilitate the inclusion of PSFAs (or portions thereof) and funds associated therewith, into this Compact and the associated Funding Agreements, the implementation of this Compact and the associated Funding Agreements, and achievement of the Tribe's health goals and objectives. 25 U.S.C. § 5392(a). Each provision of

Title V of the Act and of this Compact and associated Funding Agreements shall be liberally construed for the benefit of the Tribe, and any ambiguity shall be resolved in favor of the Tribe. 25 U.S.C. § 5392(f).

Section 6 - Officials Not to Benefit.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its general benefit. 25 U.S.C. § 5329(c)(e)(3).

Section 7 – Covenant Against Contingent Fees.

The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. 25 U.S.C. § 5329(c)(e)(4).

Section 8 – Construction Funding.

The Tribe may carry out construction projects or programs in accordance with Title I or V of the Act (including 25 U.S.C. §§ 5389 and 5390), the Indian Health Care Improvement Act, and Public Law 86-121.

Section 9 – Extraordinary or Unforeseen Events.

This Compact is intended to obligate the Tribe to carry out all usual and ordinary functions respecting the PSFAs for which it is undertaking to assume responsibility under its Funding Agreement. In the event major unforeseen or extraordinary events occur, as jointly identified by the Tribe and the Secretary, with consequences beyond the control of the Tribe, the IHS will make resources available to the Tribe to deal with such major unforeseen or extraordinary event on the same basis as they would have been available to non-Compact Tribes or the IHS, had they encountered such major unforeseen or extraordinary events.

Section 10 – Mature Contractor Status upon Compact Termination.

In accordance with 25 U.S.C. § 5386(g)(3), should the Tribe elect to operate all or some of the PSFAs carried out under this or associated Funding Agreements through a self-determination under Title I of the Act, the resulting self-determination contract shall be a mature self-determination contract. Such conversion would occur only at the end of the Compact term, on another date mutually acceptable to the Tribe and the Secretary, or as otherwise provided in this Compact, and will be implemented in a manner which avoids any interruption of services.

Section 11 – Sovereign Immunity.

Nothing in this Compact or in any Funding Agreement shall be construed as affecting, modifying, diminishing, or otherwise impairing the sovereign immunity from suit enjoyed by the Tribe or as a waiver by the Tribe or the United States of America of its sovereign immunity, except to the extent a limited waiver is provided pursuant to 42 C.F.R. § 137.310.

Section 12 – Severability.

(a) Except as provided in this section, this Compact shall not be considered invalid, void or voidable if any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

(b) The parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable provision, in accordance with the provisions of this compact.

Section 13 – Applicability of Title I Provisions.

At the request of the Tribe, any provision of Title I, not already specified in 25 U.S.C. § 5396(a), to the extent such provision does not conflict with a provision of Title V, shall be made a part of this Compact and the associated Funding Agreements. The Secretary is obligated to include such provision at the option of the Tribe. If such provision is incorporated, it shall have the same force and effect as if it were set out in full in Title V of the Act. In the event the Tribe requests such incorporation at the negotiation stage of this Compact or a Funding Agreement, such incorporation shall be deemed effective immediately and shall control the negotiation and resulting Compact and Funding Agreement. 25 U.S.C. § 5396(b).

Section 14 – Purchases from the Indian Health Service.

With respect to functions transferred by the IHS to the Tribe under this Compact or associated Funding Agreements, the IHS shall provide goods and services to the Tribe, on a reimbursable basis, including payment in advance with subsequent adjustment. The reimbursements received from those goods and services, along with the funds received from the Tribe pursuant to Title V, may be credited to the same or subsequent appropriation account which provided the funding, such amounts to remain available until expended. 25 U.S.C. § 5388(f).

ARTICLE VI– ATTACHMENTS

Section 1 – Approval of Compact.

The Resolution of the Tribe approving this Compact is attached hereto as Attachment No. 1.

Section 2 –Funding Agreement.

Each FA negotiated under this Compact shall be attached hereto as an attachment.

ABSENTEE SHAWNEE TRIBE

BY: _____
EDWINA BUTLER-WOLFE, GOVERNOR

_____
ISAAC GIBSON, JR., LT. GOVERNOR

_____
JOHN R. JOHNSON, SECRETARY

_____
LEAH BATES, TREASURER

_____
ANTHONY JOHNSON, REPRESENTATIVE

DATE: JUL 28 2017

UNITED STATES OF AMERICA
SECRETARY OF HEALTH AND HUMAN SERVICES

BY: _____
DIRECTOR, INDIAN HEALTH SERVICE

DATE: JUL 28 2017

EXECUTIVE

RESOLUTION E-AS-2017-46

ABSENTEE SHAWNEE TRIBE OF OKLAHOMA

SPECIAL EXECUTIVE COMMITTEE MEETING

MAY 9, 2017

A RESOLUTION DULY PROPOSED BY THE EXECUTIVE COMMITTEE OF THE ABSENTEE SHAWNEE TRIBE OF OKLAHOMA HEREBY AUTHORIZING AND APPROVING THE SUBMISSION, NEGOTIATION AND IMPLEMENTATION OF THE ATTACHED COMPACT OF SELF-GOVERNANCE BY AND BETWEEN THE TRIBE AND THE UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES/INDIAN HEALTH SERVICE, EFFECT JANUARY 1, 2017 AND CONTINUING AND AUTHORIZING AND APPROVING THE SUBMISSION, NEGOTIATION OF THE ATTACHED MULTI-YEAR FUNDING AGREEMENT EFFECTIVE JANUARY 1, 2017 AND CONTINUING.

WHEREAS, the Absentee Shawnee Tribe of Oklahoma is a federally recognized Indian Tribe exercising all inherent sovereign rights from time immemorial, and

WHEREAS, the Absentee Shawnee Tribe of Oklahoma has a Constitution approved by the Department of Interior, last ratified in May of 2011, and

WHEREAS, the Executive Committee of the Absentee Shawnee Tribe of Oklahoma is empowered by the Constitution to speak and otherwise conduct business in the name of, and on behalf of, the Absentee Shawnee Tribe of Oklahoma, and

WHEREAS, the authorities granted by this Resolution shall be continuing until and unless rescinded by separate action of this body, and

WHEREAS, it is the responsibility of the Executive Committee to uphold its constitutional responsibility of the Tribe and its membership as the highest priority;

WHEREAS, the Absentee Shawnee Tribe of Oklahoma has in place a Compact and Funding Agreement ("FA") negotiated with Indian Health Services ("IHS") under Title V of the Indian Self-Determination Education and Assistance Act ("ISDEAA"), and,

WHEREAS, the Tribe desires to amend and renegotiate its Compact of Self-Governance beginning on January 1, 2017, and continuing, and,

WHEREAS, the Compact for Self-Governance by and between the Tribe and the Indian Health Service, and subsequent Multi-year Funding Agreement is hereby authorized to include all IHS activities and functions as may be negotiated; and,

WHEREAS, the Executive Committee of the Absentee Shawnee Tribe of Indians of Oklahoma is hereby authorized to execute the negotiated Compact of Self-Governance and Multi-Year Funding Agreement.

NOW THEREFORE BE IT RESOLVED that the Executive Committee of the Absentee Shawnee Tribe of Oklahoma hereby authorizing and approving the submission, negotiation and implementation of the attached Compact of Self-Governance by and between the Tribe and the United States of America, Department of Health and Human Services/Indian Health Service, effect January 1, 2017 and continuing and authorizing and approving the submission, negotiation of the attached Multi-Year Funding Agreement effective January 1, 2017 and continuing.

CERTIFICATION

We, Edwina Butler-Wolfe, Governor and John R. Johnson, Secretary of the Absentee Shawnee Tribe of Oklahoma, do hereby certify this Resolution No-E-AS-2017-46 to be a true and exact copy as approved by the Executive Committee of the Absentee Shawnee Tribe of Oklahoma at a duly called meeting held on May 9, 2017 there being a quorum present, by vote of 3 in favor, 0 opposed, and 0 abstentions, as follows: Lt. Governor Gibson: ABSENT, Secretary Johnson: YES, Treasurer Bates: YES, Representative Johnson: YES, Governor Butler-Wolfe's vote, if required, NA.

EDWINA BUTLER-WOLFE, Governor

JOHN R. JOHNSON, Secretary

MULTI-YEAR FUNDING AGREEMENT
BETWEEN
THE ABSENTEE SHAWNEE TRIBE OF OKLAHOMA AND
THE UNITED STATES OF AMERICA

EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2020

SECTION ONE
INTRODUCTION

Pursuant to the Indian Self-Determination and Education Assistance Act of 1975, as amended (the "Act"), this Multiyear Funding Agreement ("MFA") entered into between the Absentee Shawnee Tribe of Oklahoma ("Tribe") and the United States of America through its agency the Department of Health and Human Services, the Indian Health Service ("IHS"), shall be effective as of January 1, 2017 through December 31, 2020. This MFA is hereby incorporated into and governed by the compact ("Compact") between the Tribe and the IHS, pursuant to Article VI, Section 2 of the Compact.

SECTION TWO
OBLIGATIONS OF THE IHS

2.1 Generally. Pursuant to this MFA, the IHS shall provide funding and retained services identified herein and as provided in the Compact between the Tribe and the United States ("Compact").

2.2 Inherent Federal Functions and Residual. The IHS shall remain responsible for performing all inherent Federal functions supported by a pre-determined and agreed upon level of residual funding at the Oklahoma City Area Office ("OCAO") and IHS Headquarters ("HQ").

2.3 Retained PSFAs and Tribal Shares Funding. The IHS will be responsible for the delivery of all Programs, Services, Functions and Activities ("PSFAs") the Tribe has chosen not to compact. The IHS will make all such PSFAs available to the Tribe on the same basis that such PSFAs are made available to IHS directly operated programs and the programs of other Tribes eligible to receive such PSFAs under the Act. IHS's responsibilities under the Indian Health Care Improvement Act ("IHCIA"), as amended, and other applicable provisions of Federal law are unchanged by the Compact and MFA, except to the extent the Tribe has assumed PSFAs under this MFA.

In addition, although funds are provided from IHS Headquarters ("HQ") and the IHS Oklahoma City Area Office ("Area Office") in support of the Compact and this MFA, the IHS will continue to make available to the Tribe PSFAs from the IHS Area Office and IHS HQ unless 100 percent of the total tribal shares for these PSFAs have been specifically included in

this MFA. In cases where a portion of tribal shares have been transferred to the Tribe, the parties agree that the Tribe may receive a correspondingly diminished level of services provided by the IHS.

IHS will provide reasonable notice to the Tribe, on the same basis as other tribes, of operational changes that, in the opinion of the IHS, may impact on accessibility, availability or delivery of PSFAs for which IHS retains responsibility under this MFA.

Any PSFA not assumed by the Tribe during the term of this MFA shall be presumed to be a retained responsibility of the IHS unless additional funds are provided to the Tribe by mutual amendment of this MFA for such PSFA. In the event the Tribe compacts to receive the amounts retained by the IHS, the MFA shall be amended to reflect this. Such amounts may be prorated if the amendment occurs at a time other than the beginning of the calendar year. The funds identified as retained by the IHS are described in the funding tables incorporated pursuant to Section 3 of this MFA.

2.4 HIPAA and HITECH Compliance. IHS and the Tribe are responsible for complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). IHS and the Tribe will share patient information consistent with patient treatment, payment and health care operations confidentiality exceptions under HIPAA, HITECH, and other applicable laws.

2.5 Intellectual Property. IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. The Tribe may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so or provide that IHS may extend its rights to the Tribe and IHS determines that it will extend its rights to the Tribe. The Tribe's use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

2.6 Catastrophic Health: The Tribe is eligible for payment from the Catastrophic Health Emergency Fund ("CHEF") on the same basis as IHS directly operated service units and other tribal health programs.

SECTION THREE

OBLIGATIONS OF THE TRIBE

3.1 Generally. This MFA obligates the Tribe to be responsible to administer and to provide health PSFAs to eligible individuals pursuant to Article III, Section 7 of the Compact (Eligibility for Services), utilizing the resources transferred under this MFA and other funds as they may become available to the Tribe. This MFA further authorizes the Tribe to consolidate and redesign PSFAs as provided in the Act, 25 U.S.C. § 5386(e), and Article I, Sections 2 (Purpose) and Article III, Section 1 (Consolidation) of the Compact.

To assure continuity of care, coordination of services, and to protect the right of Indian beneficiaries to receive high quality care and to obtain health services and benefits to which they are entitled, the Tribe provides its services in locations throughout the Service Area, as described in Article I, Section 4 (Service Area) of the Compact, which includes the hospital and clinics in the Service Area, the facilities of the Tribe's Health System, including plus care/after hours clinics, homes, schools, and other community settings, and events in other locations outside the Service Area to provide community outreach services when appropriate to meet the needs of the IHS beneficiaries it serves, and collaborates with other governmental and private health programs and agencies. Subject to the availability of funding, the Tribe delivers its programs and services through direct, telehealth, referral, and purchased services, and through purchasing health coverage. Any PSFA described in this MFA may be performed by any organizational unit of the Tribe at the Tribe's discretion. To the extent the PSFA descriptions in the Compact or Funding Agreement conflict with the new descriptions of definitions provided in the IHCIA, the IHCIA shall prevail unless they conflict with the ISDEAA.

The Tribe is committed to and strives to provide a holistic, culturally competent health program that encourages wellness, addresses public health, is designed to improve health status, and assures quality health care services that meet applicable standards. Telemedicine, telehealth, tele-imaging, and other distance delivery methodologies may be employed.

3.2 Programs, Services, Functions and Activities. The Tribe agrees, subject to the availability of funding, to administer, provide and be responsible for the health PSFAs identified below in accordance with the Compact and this MFA:

3.2.1 Clinical and Ancillary Services. The Tribe provides health care and ancillary services including, but not limited to:

3.2.1.1 Clinical Services. Clinical services include, but are not limited to, acute, chronic, therapeutic, and preventive outpatient health services; family practice; internal medicine; pediatric medicine; podiatric medicine; women's health services; maternal and child

health, including well baby and child screening, diagnosis and treatment; immunizations and vaccinations; interdisciplinary assessment and treatment planning; behavioral health evaluation, diagnosis, and treatment; telemedicine and tele-behavioral health; preventative health services; specialty providers; gastroenterology services; cardiology services; nephrology services; pain management services; hematology services; chiropractic services; endocrinology services; physical therapy services; and orthopedist medicine.

3.2.1.2 Ancillary Services. Ancillary services are provided at levels sufficient to support medical diagnosis and treatment, and include, but are not limited to: physical therapy, occupational therapy; recreational therapy; speech language pathology; imaging services, including radiology, tele-radiology, mammography, and ultrasound; laboratory services, including chemistry, hematology and drug screening analysis; social services; nutrition services; medical supply and equipment distribution services to patients; and pharmaceutical services.

3.2.1.3 Patient Transport for Medically Necessary Services. The Tribe transports patients to receive services on-site, such as specialty clinics and health seminars, and at off-site health provider locations.

3.2.1.4 Clinical Consultation and Mentorship. Physician and other licensed health providers provide consultation, supervision and mentorship of other health providers.

3.2.1.5 Purchased and Referred Care (PRC). The Tribe has opted to provide PRC services only for enrolled tribal members. IHS retains responsibility of providing PRC services to all other eligible IHS beneficiaries.

Any AI/AN that is not a member of the Tribe residing in the Service Area that requires a higher level of medical care than is available at the Tribe's Clinic will be referred to either the IHS or to the individual's tribe, depending upon the circumstances, for the higher level of care. The Tribe's enrolled members residing in the Service Area that are seen by an IHS or other tribe's facility requiring a higher level of care than is offered at that location will be referred back to the Tribe for the higher level of care.

3.2.1.6 Inpatient Services. The Tribe provides inpatient services to the Tribe's enrolled members residing within the Service Area. IHS retains responsibility for providing inpatient services to all other IHS beneficiaries.

3.2.2 Dental Services. The Tribe provides comprehensive services to raise dental health and lower the incidence of dental disease, including dental prosthetic appliances and dental lab services.

3.2.3 Optometry. Optometric services include, but are not limited to, vision assessment, eye evaluation, retinal assessment, frame adjustment and repair, contact lens fitting, providing frames, eyeglass lenses, low vision aids and contact lens, eye injury treatment, and eye disease treatment.

3.2.5 Behavioral Health Services. Outpatient behavioral health services including but not limited to: mental health evaluation and therapy, psychiatric care, psychological testing, psychotherapy, family and group counseling, marriage and couples therapy, grief counseling, anger management, youth programs, and medication management; smoking cessation; substance abuse (including methamphetamine, inhalants, and other illicit drugs, alcohol, and prescription drugs) assessment, treatment, education and aftercare, testing, and intervention; fetal alcohol syndrome and fetal alcohol effects diagnostic and treatment services; emergency voluntary and involuntary mental health and substance abuse commitment processes, and case management services for clients with complex behavioral health needs, intensive case management, individual, family and group therapy and life management skills, and psycho-social educational skills training; and assessment and evaluation of situations affecting children, adults and elders, including conditions that place the individual at risk of mental, physical, sexual or emotional harm, and associated referral and treatment services.

3.2.6 Diabetes Prevention, Treatment and Control. Comprehensive programs to reduce the incidence of and treat diabetes and its complications including, but not limited to: community and individual education, prevention and treatment; medication management; blood sugar control; exercise and nutrition classes; case management; and healthy lifestyle activities.

3.2.7 Reserved.

3.2.8 Family Health and Nutrition. Comprehensive family health services and nutrition, including but not limited to providing in-home visits; prenatal and sudden infant death syndrome prevention; immunizations; supplemental foods; breastfeeding support and education; and nutrition education and counseling for those at nutritional risk.

3.2.9 Public and Preventive Health Services. These services include but are not limited to:

3.2.9.1 Public Health Nursing and Community Health Representative. The Tribe provides on-site and home and community based services including, but not limited to health promotion, disease prevention, education and screening.

3.2.9.2 Health Education and Wellness. These services include activities to promote individual and community wellness and disease prevention.

3.2.9.3 Epidemiology. The Tribe carries out public health and epidemiology functions including, but not limited to, collecting and receiving personally identifiable health information for the purposes of preventing, controlling, or reporting disease, injury or disability and vital events; and conducting public health investigations, surveillance and interventions.

3.2.10 Community Based Programs. These include but are not limited to injury prevention for community safety to prevent unintentional and intentional injuries and death; Domestic Violence Prevention and Response including participation in interagency response teams; Community Health and Wellness to provide information, education and programs to promote healthy lifestyles and to prevent disease; and home care services for assistance with activities of daily living to those unable to meet their own needs, which may consist of respite, chore, nutrition, transportation or other supportive services.

3.4 Purchased and Referred Care (PRC) (formerly Contract Health Service or CHS).

3.4.1 Services. The Tribe provides referrals and, when appropriate, authorizes funds to support such referrals, within medical priorities established by the Tribe, both inside and outside of the Service Area. The Tribe may also purchase health benefits coverage in accordance with 25 U.S.C. § 1642.

3.4.2 Payment for Health Care Professional and Non-Hospital Based Services. The Tribe agrees to be bound by 42 C.F.R. Part 136, Subpart I, in the administration and provision of Purchased/Referred Care services carried out under this Agreement.

3.5 Services to non-beneficiaries. Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c (Section 813), authorizes a Tribe carrying out health services of IHS under the Act to determine whether the health services should be provided under the Tribe's funding agreement with IHS "to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law." 25 U.S.C. § 1680c(c)(2). The Tribe has made such determinations consistent with Section 813, and provides for its findings in Resolutions No. E-AS-2011-54 and E-AS-2016-49, attached as Appendix A and incorporated by reference herein. The Tribe may provide services under this MFA to non-beneficiaries as described in Resolutions No. E-AS-2011-54 and E-AS-2016-49. In addition, services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

SECTION FOUR
FUNDING

4.1. Generally. To carry out the PSFAs described in Section 3 of this MFA (Obligations of the Tribe), the Tribe will reallocate funding as the Tribe deems necessary pursuant to applicable law. The funds made available to the Tribe pursuant to the Compact and Title V of the Act are subject to reductions only in accordance with 25 U.S.C. § 5388(d) and 25 U.S.C. § 5325.

4.2 Base Budgets. Pursuant to 25 U.S.C. §5385(g), the parties agree that the Tribe's recurring funding levels will not be reduced except pursuant to Congressional actions. The Base Budget amount automatically includes mandatory and other recurring increases, as well as new funds/programs contained within the annual IHS Budget Justification and the Congressional Appropriation. It is the intent of the IHS and the Tribe to use as base funding the final reconciled funding amounts of CY 2016 for the succeeding year. The IHS and the Tribe agree that the Base Budgets amounts for the term of this agreement will include program formula line items consistent with the IHS Director's decisions. The establishment of the Base Budget amount as identified herein does not preclude the Tribe from including PSFAs which had not previously been assumed by the Tribe or made available to the Tribe.

4.3 Funding Categories. The funding amount identified in this MFA shall be subject to the provisions of Article II, Section 14 of the Tribe's Compact (Successor Funding Agreements) as a successor funding agreement. The annual budget shall include the Tribe's negotiated share of PSFAs at IHS HQ, Area Office, Shawnee Service Unit ("SSU")[1], and the Carl Albert Hospital ("CAH")[2].

4.4 Funding Amounts. Pursuant to Article II, Section 3 of the Tribe's Compact (Payment), the IHS and the Tribe agree to a continuation of a Base Budget for CY 2017, subject to Congressional appropriations by sub-sub activity as shown in the following documents, which are incorporated by reference:

Appendix B - Self-Governance Funding Agreement Table for the period of January 1, 2017 through December 31, 2017

Appendix C - Reserved

Appendix D - Area Tribal Shares Table

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[1] Historically, the Shawnee Service Unit served the five Tribes in the Service Area. It is no longer a division of IHS.

[2] The Carl Albert Hospital is now the Chickasaw Nation Medical Center.

Appendix E – HQ Tribal Shares Table
Appendix F – OEHE 4F Table

The Tribe may redesign programs and/or re-budget funds between and among activities according to its priorities to the extent otherwise permitted by the Act and applicable federal appropriations law.

For each subsequent year, the parties will negotiate and agree on revisions to the Appendices above prior to the end of the previous year and the agreed upon tables will supersede the previous year's funding tables.

4.5 IHS Headquarters and the Area Office Environmental Health and Engineering ("OEHE"). The amount of funds estimated to be available for OEHE will be identified in each MFA term but based on the annual OEHE distribution workload methodology. The amount of funds available and the level of any retained shares will be updated at the beginning of CY 2018 and each subsequent calendar year.

4.6 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388. The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under the CY covered by this agreement, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325 and 25 U.S.C. § 5388, is $6,960,986, including $1,816,800 for direct CSC and $5,144,186 for indirect or indirect-like CSC. This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325 and 25 U.S.C. § 5388, and, to the extent not inconsistent with the Act, as specified in IHS Manual Part 6, Chapter 3 (approved Oct. 26, 2016). The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In subsequent years, the amounts due under this subsection may be updated. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the Act, the parties may pursue any remedies available to them under the Act, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.7 Expanded Programs and Services. The Tribe will be eligible for new PSFAs, IHS Headquarters' tribal shares, any service increases, mandatories, pay costs, population growth increases, health services priority system, the Indian Health Care Improvement Fund, any increases resulting from increases in appropriations or reallocation based on changes in Headquarters or Area residual or tribal shares that result in larger amounts being available to tribes, and other recurring and non-recurring resources on the same basis as other tribes, new compacting tribes, and/or IHS programs, facilities and offices. The Tribe will also be eligible for

any new funding or competitive grants or any other funding that was previously not available to the Tribe. This does not limit the eligibility of the Tribe to compact PSFAs and funding that was previously available; but at a previous time declined by the Tribe to be compacted.

4.8 Year-End Resources. The IHS shall provide the Tribe the opportunity to receive a share in any year-end resources received by the IHS, on the same basis as all other Tribes pursuant to the applicable distribution methodology. Resources referred to herein are those that were otherwise not available for Tribal Shares distribution.

4.9 Reserved.

4.10 Adjustments due to Congressional Appropriations. The parties agree that an adjustment to the funding may be appropriate due to Congressional action. Upon enactment of relevant Appropriations Acts or other law affecting availability of funds to the IHS, the amounts of funding provided to the Tribe may be adjusted as necessary; provided, however, the Tribe shall be notified in advance of such action. Any amendments to the MFA may require written consent of the Tribe and the United States, except those allowed by Section 6 (Amendments or Modifications of this MFA) herein. There may be errors in calculations or other mistakes regarding estimates of tribal funding shares or residuals which may need to be renegotiated in good faith.

4.11 Earmarked Funds. Earmarked funds will be provided to the Tribe in the future to the same extent as they have been provided consistent with applicable law and on the same basis as other eligible tribes.

4.11.1 Statutorily Mandated Grants. In accordance with 25 U.S.C. § 5385(b)(2) and its implementing regulations, the parties agree that, upon a request by the Tribe at the time of award of such grant, the Secretary will add the Tribe's grant(s) award funding, and the funding from any other statutorily mandated grant awarded through the IHS to the Tribe, to this MFA after such grants have been awarded. Grant funds will be paid to the Tribe as a lump sum advance payment through the Payment Management System. The Tribe will use interest earned on such funds to enhance the purposes of the statutorily mandated grant program, including allowable administrative costs. The Tribe will comply with all terms and conditions of the grant award for statutorily mandated grants, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provide in the authorizing statutes or the terms of the grants.

4.12 Third Party Recoveries. Any funds recovered by the Tribe through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by the Tribe, or for such services previously provided by IHS in a PSFA now operated by the Tribe, shall be the property of the Tribe and

shall be considered program income to be utilized by Tribe as provided in Article III, Section 4 of the Compact (Program Income, Including Medicare/Medicaid). Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 4 of the Compact.

SECTION FIVE
PAYMENT OF FUNDS

5.1 Generally. Payment of funds shall be made as expeditiously as possible and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions pursuant to Article II, Section 3 of the Tribe's Compact (Payment). The IHS will make available to the Tribe 100% of its negotiated funding amount reflected herein in one lump sum payment on or before January 10 of each year of the Term of this FA or within 30 days of apportionment to IHS.

5.2 Prompt Payment Act. The Prompt Payment Act, Chapter 39 of Title 39, United States Code, shall apply to the payment of funds under the Compact and this MFA negotiated thereunder.

5.3 Exceptions. Except as provided in this section, all funds identified in Section 3 of this MFA shall be paid to the Tribe, in accordance with Article II, Section3 of the Compact (Payment); payment to the Tribe to be made as follows:

> One annual payment in lump sum to be made in advance by electronic funds transfer.

5.4 Periodic Payments. Payment of funds otherwise due to the Tribe under this MFA which are added or identified after the initial payment is made shall be made promptly to the Tribe by electronic funds transfer with ten (10) calendar days after distribution methodologies and other decisions regarding payment of those funds have been made by the IHS.

5.5 Buyback. The Tribe may choose to purchase from the IHS any goods and services transferred from the IHS to the Tribe under the Compact and this MFA. The IHS shall provide any such goods and services to the Tribe on a reimbursable basis, including payment in advance with subsequent adjustment. 42 C.F.R. § 137.95. The terms and conditions, including scope of work to be performed, of the goods and services to be provided by IHS to the Tribe through buyback shall be set forth in a separate Buyback Agreement between the Tribe and the IHS, which agreement shall not be incorporated into this MFA or the Compact.

SECTION SIX
AMENDMENT OR MODIFICATIONS OF THIS MFA

6.1 Form of Amendments. Except as otherwise provided by this MFA, the Compact, or by law, any modifications of this Agreement shall require written consent of the Tribe and the United States.

6.2 Due to the Addition of IHS Retained or New Programs. Should the Tribe determine that it wishes to provide a PSFA of the IHS for which funding has been retained by IHS and which is not included in this MFA, the IHS and the Tribe shall negotiate an amendment to this MFA to incorporate the new PSFA and related funding.

6.3 Due to Availability of Additional Funding. The Tribe shall be eligible for any increases in funding and new programs for which it would have been eligible had it been administering programs under a self-determination contract, rather than under the Compact and this MFA, and this MFA shall be amended to provide for timely payment of such new funds to the Tribe.

6.4 Funding Increases. Written consent of the Tribe shall not be required for issuing amendments which result from increases in funding for PSFAs identified in this MFA. Such increases include but are not limited to: SSU, Area Office, and/or HQ mandatories; end of year distributions, including without limitation emergency funds, other discretionary funds, etc.; and CHEF, PRC deferred services, and other PRC increases. The Tribe shall have access to the IHS Office of Tribal Self-Governance database that provides documentation of the sub-sub activity source of any increase. Should the database not be available, alternative means of providing the same information will be available within two weeks of tribal request. Such amendments shall be provided with written documentation of the sub-sub activity source and distribution formula for the funding. The transfer of any increase in funding by the IHS to the Tribe through amendments without the written consent of the Tribe shall not be construed to limit or prejudice the rights of the Tribe to dispute the amount of the increase or the formula under Article II, Section 11 of the Compact (Disputes).

6.5 Decreases and Delays. Except pursuant to Section 4.10 (Adjustments due to Congressional Appropriations) of the MFA, this MFA shall not be modified to decrease or delay any funding except pursuant to written agreement of the parties.

6.6 Submission of Amendments and Final Offer. Amendments or modification proposed by the Tribe shall be submitted in writing to the Oklahoma Lead Negotiator and the Area Office Director with a copy to the IHS, Office of Tribal Self-Governance. If the parties are unable to agree, in whole or in part, on the terms of the amendment (including the funding

levels), the Tribe may submit a final offer pursuant to 25 U.S.C. § 5367(b), which shall be processed in accordance with 25 U.S.C. § 5387(b)-(d) and 42 C.F.R. Part 137 Subpart H.

6.7 Execution. Amendments to this MFA may be executed on behalf of the Tribe by the designee referenced in the tribal resolution approving the Compact.

SECTION SEVEN
SPECIAL PROVISIONS AND MISCELLANEOUS

7.1 Severability. Except as provided in this section, this MFA shall not be considered invalid, void or voidable if any section or provision of this MFA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. The parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of this MFA.

7.2 Savings. If it becomes apparent that funds allocated by the Tribe pursuant to its budget process, to any activity as defined in the MFA, are in excess of that needed for such activity, the Tribe may reallocate that excess to any other activity under this MFA (see Article II, Section 8 of the Tribe's Compact (Savings)).

7.3 Consolidation of Contracts and Previous Funding Agreements. On the effective date of the Compact and this MFA, the contract(s) listed below and all previous Annual Funding Agreements associated with such contract(s) shall automatically terminate. All funds previously disbursed to the Tribe pursuant to such contract(s) and Annual Funding Agreements which have not been expended by the Tribe as of the effective date of the Compact and this MFA shall remain available to the Tribe for expenditure in accordance with the terms of this MFA.

- Title III, P.L. 93-638 Compact Number 60G940014

7.4 Incorporation by Reference. As authorized by 25 U.S.C. § 5396(b), the Tribe hereby exercises its option to include the following provisions of Title I of the Act as part of this Agreement, which shall have the same force and effect as if set out in full in Title V of the Act.

a) 25 U.S.C. § 5304(e) (definition of "Indian Tribe")
b) 25 U.S.C. § 5321(d) (Federal Tort Claims Act for Tribe's liability coverage);
c) 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation)
d) 25 U.S.C. § 5322(d) (related to duty of IHS to provide technical assistance)
e) 25 U.S.C. § 5323 (retention of Federal employee coverage, rights and benefits by employees of tribal organizations);

f) 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations)
g) 25 U.S.C. § 5324(b) (interest earned on funds);
h) 25 U.S.C. § 5324(e) (effective date for retrocession of contract);
i) 25 U.S.C. § 5324(f) (related to use of facilities, equipment and personal property);
j) 25 U.S.C. § 5324(*l*) (lease of facility used for administration and delivery of services);
k) 25 U.S.C. § 5324(o) (storage of patient records)
l) 25 U.S.C. § 5325 (contract funding and indirect costs);
m) 25 U.S.C. § 5329(b) (payments; federal records);
n) 25 U.S.C. § 5329(c), section 1(b)(6)(B)(iii) (Prompt Payment Act);
o) 25 U.S.C. § 5329(c) section 1(b)(7) (records and monitoring);
p) 25 U.S.C. § 5329(c), section 1(b)(8)(A) (access to reasonably divisible property)
q) 25 U.S.C. § 5329(c), section l(b)(8)(C) (joint use agreements)
r) 25 U.S.C. § 5329(c), section l(b)(8)(D) (acquisition of property)
s) 25 U.S.C. § 5329(c), section l(b)(8)(E) (confiscated or excess property)
t) 25 U.S.C. § 5329(c), section l(b)(8)(F) (screener identification cards)
u) 25 U.S.C. § 5329(c), section l(b)(9) (availability of funds)
v) 25 U.S.C. § 5329(c), section 1(b)(10) (transportation);
w) 25 U.S.C. § 5329(c), section 1(b)(11) (model agreement: federal program guidelines, manuals, or policy directives);
x) 25 U.S.C. § 5329(c), section l(b)(12)(B)(IV) (use of administrative dispute procedures);
y) 25 U.S.C. § 5329(c), section l(b)(15) (contract requirements; approval by Secretary);
z) 25 U.S.C. § 5329(c), section l(d)(1)(B) (construction of contract)
aa) 25 U.S.C. § 5329(c), section l(d)(2) (good faith)
bb) 25 U.S.C. § 5329(c), section l(d)(3) (programs retained)
cc) 25 U.S.C. § 5329(c), section l(f)(2)(B) (incorporation by reference)
dd) 25 U.S.C. § 5330 (related to rescission, reassumption, and occupational safety and health requirements);
ee) 25 U.S.C. § 5331 (contract disputes and claims); and
ff) 25 U.S.C. § 5332 (sovereign immunity and trusteeship rights unaffected).

7.6 Effective Date and Duration. This MFA shall become effective on January 1, 2017 and will remain in effect through December 31, 2020 or until a subsequent Funding Agreement is negotiated and becomes effective pursuant to Article II, Section 14 of the Compact (Successor Funding Agreements).

ABSENTEE SHAWNEE TRIBE

BY: _____
EDWINA BUTLER-WOLFE, GOVERNOR

_____
ISAAC GIBSON, JR., LT. GOVERNOR

_____
JOHN R. JOHNSON, SECRETARY

_____
LEAH BATES, TREASURER

_____
ANTHONY JOHNSON, REPRESENTATIVE

DATE: JUL 28 2017

UNITED STATES OF AMERICA
SECRETARY OF HEALTH AND HUMAN SERVICES

BY: _____
DIRECTOR, INDIAN HEALTH SERVICE

DATE: JUL 28 2017

EXECUTIVE

RESOLUTION NO. E-AS-2011-54

ABSENTEE-SHAWNEE TRIBE OF OKLAHOMA

SPECIAL EXECUTIVE COMMITTEE MEETING

JULY 12, 2011

A PROPOSED RESOLUTION DULY ADOPTED BY THE EXECUTIVE COMMITTEE OF THE ABSENTEE-SHAWNEE TRIBE OF OKLAHOMA HEREBY PROPOSES TO MODIFY THE COMPACT WITH THE INDIAN HEALTH SERVICE TO INCLUDE THE PROVISION OF HEALTH SERVICES TO NON-INDIAN BENEFICIARIES.

WHEREAS, the Absentee-Shawnee Tribe of Oklahoma is a Federally recognized Indian Tribe exercising all inherent sovereign rights from time immemorial, and

WHEREAS, the Absentee-Shawnee Tribe of Oklahoma has a constitution approved by the Department of the Interior, last amended in May 2011, and

WHEREAS, the Executive Committee of the Absentee-Shawnee Tribe of Oklahoma is empowered by the Constitution to speak and otherwise conduct business in the name of, and on behalf of, the Absentee-Shawnee Tribe of Oklahoma, and

WHEREAS, the provision of such health services will not result in a denial or diminution of health service to eligible Indians, and

WHEREAS, the non-beneficiaries receiving health services shall be liable for payment of such health services under a schedule of charges prescribed by the Tribe, which results in reimbursement in an amount not less that the actual cost of providing such health services, and

WHEREAS, the total reimbursements collected from non-beneficiaries will be used solely for the purpose of improving the level of care and enhancing the health services to eligible Indians, which otherwise not be available, and

WHEREAS, the Health Program will provide a full accounting of all such reimbursements collected from non-beneficiaries, and will provide details on how the reimbursements are utilized to improve health care services to eligible Indians, to both the Health Authority and the Tribal Executive Committee

NOW THEREFORE BE IT RESOLVED, the Executive Committee hereby authorizes the Absentee Shawnee Health Authority to amend the compact with the Indian Health Service to include services to non-Indian beneficiaries.

CERTIFICATION

We, George Blanchard, Governor and Teri Reed, Secretary of the Absentee Shawnee Tribe of Oklahoma, do hereby certify this Resolution No. E-AS-2011-54 to be a true and exact copy as approved by the Executive Committee of the Absentee Shawnee Tribe of Oklahoma at a duly called meeting held on July 12, 2011, there being a quorum present, by vote of 4 in favor, 0 opposed, and 0 abstentions, as follows: Lt. Governor Gibson: Yes, Secretary Reed: Yes, Treasurer Deere: Yes, Representative Gibson: Yes, Governor Blanchard's vote, if required, NA.

GEORGE BLANCHARD, Governor

TERI REED, Secretary

SEAL

EXECUTIVE

RESOLUTION NO. E-AS-2016-49

ABSENTEE-SHAWNEE TRIBE OF OKLAHOMA

SPECIAL EXECUTIVE COMMITTEE MEETING

NOVEMBER 29, 2016

A RESOLUTION DULY ADOPTED BY THE EXECUTIVE COMMITTEE OF THE ABSENTEE-SHAWNEE TRIBE OF OKLAHOMA APPROVING THE PROVISION OF PRESCRIPTION DRUG SERVICES TO NON-INDIAN BENEFICIARIES LIMITED TO EMPLOYEES AND THEIR FAMILIES WITH INSURANCE COVERAGE PROVIDED THROUGH THE TRIBAL POLICY.

WHEREAS, the Absentee-Shawnee Tribe of Oklahoma is a federally recognized Indian Tribe exercising all inherent sovereign rights from time immemorial, and

WHEREAS, the Absentee-Shawnee Tribe of Oklahoma has a Constitution approved by the Department of Interior, last amended in May 2011, and

WHEREAS, the Executive Committee of the Absentee-Shawnee Tribe of Oklahoma is empowered by the Constitution to speak and otherwise conduct business in the name of, and on behalf of, the Absentee-Shawnee Tribe of Oklahoma, and

WHEREAS, it is the responsibility of the Executive Committee to uphold its constitutional responsibility of the Tribe and its membership as the highest priority; and

WHEREAS, the Absentee-Shawnee Tribe of Oklahoma has in place a Compact and Funding Agreement ("FA") negotiated with Indian Health Services ("IHS") under Title V of the Indian Self-Determination Education and Assistance Act ("ISDEAA"), and

WHEREAS, the Absentee-Shawnee Tribe of Oklahoma may provide services to non-eligible individuals provided it complies with Section 813 of the Indian Health Care Improvement Act ("IHCIA"), as amended at 25 U.S.C. § 1680(c)(2), and

WHEREAS, Section 813 of the IHCIA provides that a tribe or tribal organization which operates a health facility under an ISDEAA agreement may, so long as certain circumstances are present, make its own determination whether to provide health services to persons not otherwise eligible (*i.e.* non-beneficiaries) to receive IHS-funded health services; and

WHEREAS, in order to satisfy the requirements of Section 813 for the provision of services to non-beneficiaries, one of the considerations relevant to and circumstances that must be present is that doing so will not result in a denial or diminution of services to eligible beneficiaries, and

WHEREAS, the Executive Committee has determined that the provision of services to both eligible beneficiaries and non-beneficiaries will not result in a denial or diminution of health services to eligible beneficiaries, and that services will be provided on a fee-for-service basis resulting in reimbursement in an amount not less than the actual cost of providing such services as required by federal law.

NOW THEREFORE BE IT RESOLVED that the Executive Committee of the Absentee-Shawnee Tribe of Oklahoma finds that provision of services to eligible beneficiaries and to non-beneficiaries alike will not result in denial or diminution of health services to beneficiaries.

BE IT FURTHER RESOLVED that Executive Committee directs that services shall be made available to non-Indian beneficiaries limited to employees and their families with insurance coverage provided through the tribal policy on a fee-for-service basis calculated in an amount not less than the actual costs of providing such services.

BE IT FURTHER RESOLVED the Executive Committee finds and directs that if in the future any significant evidence is presented that the provision of particular services to non-beneficiaries has resulted in a denial or diminution of health services to eligible beneficiaries, the Absentee-Shawnee Tribe of Oklahoma will suspend the delivery of services to non-beneficiaries until a full determination of that impact is made.

BE IT FURTHER RESOLVED that this Resolution shall be continuing unless and until rescinded by separate action of this body, and shall supersede any and all prior Resolutions or Executive Committee actions to the extent such actions conflict with the authorities granted by this Resolution.

CERTIFICATION

We, Edwina Butler-Wolfe, Governor and John R. Johnson, Secretary of the Absentee Shawnee Tribe of Oklahoma, do hereby certify this Resolution No-E-AS-2016-49 to be a true and exact copy as approved by the Executive Committee of the Absentee Shawnee Tribe of Oklahoma at a duly called SPECIAL meeting held on November 29, 2016, there being a quorum present, by vote of 4 in favor,0 opposed, and 0 abstentions, as follows: Lt. Governor Gibson: YES, Secretary Johnson: YES, Treasurer Bates: YES, Representative Johnson: YES, Governor Butler-Wolfe's vote, if required, NA.

Edwina Butler-Wolfe

EDWINA BUTLER-WOLFE, Governor

JOHN R. JOHNSON, Secretary

FA Table for Location: 50301OKV020000 -- ABSENTEE SHAWNEE

FY: 2017 FA: 60G940014

Certification of recurring funding only, OEHE and CSC amounts may be adjusted based upon appropriation adjustments and estimated levels of need, respectively.

	Program			Area			Headquarters			Total			
Sub-sub Activity	FA Amt	Retained Svcs	Pgm Total	FA Amt	Retained Svcs	Pgm Total	FA Amt	Retained Svcs	Pgm Total	FA Amt	Retained Svcs	Pgm Total	FA Amt Combined
7100500161 - Hospitals and Clinics J507510	11,705,188		11,705,188	249,057		249,057	263,755	695	264,450	12,218,000	695	12,218,695	
7100500162 - Dental Health J507516	2,126,514		2,126,514	13,703		13,703	12,945		12,945	2,153,162	0	2,153,162	
7100500163 - Mental Health J507521	1,136,658		1,136,658	8,760		8,760	11,032		11,032	1,156,450	0	1,156,450	
7100500164 - Alcohol and Substance Abuse J507934	278,384		278,384	9,938		9,938	23,333		23,333	311,655	0	311,655	
7102500272 - Public Health Nursing J507526	662,708		662,708	1,862		1,862	4,421		4,421	668,991	0	668,991	
7102500273 - Health Education J507518	18,068		18,068	0			5,548		5,548	23,616	0	23,616	
7102500274 - Community Health Reps J507514	183,730		183,730	0			10,008		10,008	193,738	0	193,738	
71105006S0 - Direct Operations J505431	10,991		10,991	52,330		52,330	73,933	6,166	80,099	137,254	6,166	143,420	
Contract Support Cost	0			0			0			0	0	0	
7114500861 Direct J50D802	1,880,388		1,880,388	0			0			1,880,388	0	1,880,388	
7114500862 Indirect J50N802	4,813,488		4,813,488	0			0			4,813,488	0	4,813,488	6,693,876
7112500959 - Self-Governance J507947	0			0			0			0	0	0	
7118500266 - Purchased Referred Care Title V J50RK02	744,165		744,165	0			10,265	1,695	11,960	754,430	1,695	756,125	
7118500266 - Purchased Referred Care (Fiscal Intermediary) J50RK02	0			0			11,548		11,548	11,548	0	11,548	765,978
7204500877 - Environmental Health Support J50E321	53,862		53,862	21,327		21,327	0			75,189	0	75,189	
7204500878 - Facilities Support J50F319	1,000,288		1,000,288	22,577		22,577	0			1,022,865	0	1,022,865	
7204500879 - OEHE Support J50H302	0			0			19,180		19,180	19,180	0	19,180	
7202500376 - Maintenance and Improvement J50M313	257,010		257,010	0			0			257,010	0	257,010	
7210505000 - Sanitation Facilities - Housing	0			0			0			0	0	0	
7210506000 - Sanitation Facilities - Regular	0			0			0			0	0	0	
7206501271 - Equipment J50Q318	60,768		60,768	0			0			60,768	0	60,768	
Totals	24,932,210	0	24,932,210	379,554	0	379,554	445,968	8,556	454,524	25,757,732	8,556	25,766,288	
03/29/2017									25,757,732				

Information purposes only we do not know what the final budget will be for 2017 to date. CR is through 04/28/2017

Oklahoma City Area Office Tribal Shares
FY 2017 Absentee Shawnee

	FY 2016 Compacted Share	FY 2016 Increase/ Decrease	FY 2017 Compacted Share
Hospitals & Clinics	$ 249,057	$ -	$ 249,057
Office of the Director	3,208	0	3,208
Uncommitted Reserve	61,475	0	61,475
Quality Improvement Office	1,772	0	1,772
Office of Administration & Management			
Division of Property Management	11,216	0	11,216
Division of Financial Management	18,948	0	18,948
Division of Personnel Management/Training	35,304	0	35,304
Division of Acquisition Managment	14,452	0	14,452
National Supply Services Center	31,960	0	31,960
Office of Health Programs			
Division of Laboratory & Medical Imaging	2,322	0	2,322
Division of Maternal & Child Health	2,602	0	2,602
Division of Pharmacy Services	3,312	0	3,312
Division of Nursing/Public Health Nursing	2,573	0	2,573
Division of Contract Health	9,581	0	9,581
Dietetics & Nutrition	3,026	0	3,026
Communication Disorders	4,427	0	4,427
Opthamology	0	0	0
Epidemiology Program	2,309	0	2,309
Health Records	1,873	0	1,873
Area AIDS	4,365	0	4,365
Office of Program Planning & Evaluation	6,117	0	6,117
Division of Planning - Planning, Bus Ofc, M/M			
Division of Planning - Statistical Services			
Division of Management Info Systems	28,215	0	28,215
Diabetes Program	0	0	0
Nursing OB Residency Program	0	0	0
Riverside Contract	0	0	0
Dental	$ 13,703	$ -	$ 13,703
Mental Health	$ 8,760	$ -	$ 8,760
Division of Human Svcs/Mental Health	4,148	0	4,148
Area Psychiatrist	4,612	0	4,612
Alcoholism & Substance Abuse	$ 9,938	$ -	$ 9,938
Division of Human Svcs/Alcohol & Sub Abuse	8,346	0	8,346
CDMIS	1,592	0	1,592
Public Health Nursing	$ 1,862	$ -	$ 1,862
Health Education	$ -	$ -	$ -
Direct Operations	$ 52,330	$ -	$ 52,330
Office of the Director	13,385	0	13,385
Quality Improvement Office	97	0	97
Office of EEO	5,511	0	5,511
Office of Administration & Management			
Division of Property Management	6,771	0	6,771
Division of Financial Management	7,407	0	7,407
Division of Personnel Management/Training	4,469	0	4,469
Division of Acquisition Managment	2,770	0	2,770
Office of Health Programs			
Division of Laboratory & Medical Imaging	98	0	98
Division of Maternal & Child Health	100	0	100
Division of Pharmacy Services	182	0	182
Division of Nursing/Public Health Nursing	193	0	193
Division of Dental Services	386	0	386
Division of Human Svcs/Mental Health	256	0	256
Division of Human Svcs/Alcohol&Sub Abuse	193	0	193
Division of Health Education, HP/DP	0	0	0
Division of Contract Health	532	0	532
Dietetics & Nutrition	100	0	100
Diabetes Program	0	0	0
Epidemiology Program	69	0	69
Health Records	86	0	86
Office of Program Planning & Evaluation	3,204	0	3,204
Division of Planning - Planning, Bus Ofc, M/M			
Division of Planning - Statistical Services			
Division of Management Info Systems	1,047	0	1,047
Office of Tribal Development & Operations	5,474	0	5,474
TOTAL OKLAHOMA AREA	$ 335,650	$ -	$ 335,650

**Does not include OEH&E Amounts--refer to Table 4F*

ABSENTEE-SHAWNEE - FY 2017 Headquarters Tribal Shares

9/12/2016

Sub Activity	Line Item	Account	106a Amt	HQ to AFA	HQ to Chickasaw	HQ RETAIN
Hospitals & Clinics						
			$267,233	*$263,755*	*$2,783*	*$695*
	104	Inter-Agency Agreements	$6,066	$5,987	$79	$0
	106	A.C.O.G. Contract	$483	$477	$6	$0
	107	H.P./D.P. Initiatives	$8,767	$8,653	$114	$0
	110	N.E.C.I.	$5,426	$5,355	$71	$0
	111	Nurse Initiatives	$6,135	$6,055	$80	$0
	112	Nursing Costeps	$3,167	$3,126	$41	$0
	113	Chief Clinical Consultant	$1,359	$1,341	$18	$0
	115	Emergency Medical Svcs-Phoenix	$1,821	$1,797	$24	$0
	117	Traditional Advocacy Program	$493	$487	$6	$0
	118	Research Projects	$6,239	$6,158	$81	$0
	119	A.A.I.P. Contract	$131	$129	$2	$0
	120	Clinical Support Center-Phoenix	$9,000	$8,883	$117	$0
	121	Costeps-Non Physicians	$399	$394	$5	$0
	123	Physician Residency	$1,354	$1,336	$18	$0
	124	Recruitment/Retention	$10,062	$9,931	$131	$0
	125	U.S.U.H.S., etc.	$14,986	$14,791	$195	$0
	126	D.I.R. Support Fund	$121,717	$120,134	$1,132	$451
	127	Evaluation	$5,208	$5,140	$68	$0
	128	National Indian Health Board	$2,234	$2,205	$29	$0
	129	Albq/HQ Administration	$4,934	$4,870	$64	$0
	130	Nutrition Training Center	$1,827	$1,803	$24	$0
	131	Diabetes Program	$6,577	$6,491	$86	$0
	132	Cancer Prevention	$3,681	$3,633	$48	$0
	133	Health Records	$526	$519	$7	$0
	134	AIDS Program	$2,069	$2,042	$27	$0
	135	Handicapped Children	$1,781	$1,758	$23	$0
	137	National DIR Support/HQ	$40,791	$40,260	$287	$244
Dental Health						
	201	IHS Dental Program	$12,945	$12,945	$0	$0
Mental Health						
			$11,032	*$11,032*	*$0*	*$0*
	301	Technical Assistance	$7,474	$7,474	$0	$0
	302	C.M.I. Grants	$3,039	$3,039	$0	$0
	303	National Conference	$519	$519	$0	$0
Alcohol/Sub. Abuse						
			$23,333	*$23,333*	*$0*	*$0*
	401	Clinical Advocacy	$21,397	$21,397	$0	$0
	402	Collaborative Initiatives	$1,936	$1,936	$0	$0
Purchase/Referred Care						
			$23,508	*$21,813*	*$0*	*$1,695*
	501	Fiscal Intermediary	$10,265	$10,265	$0	$0
	504	PRC Reserve & Undistributed	$13,243	$11,548	$0	$1,695
Public Health Nursing						
	601	Preventive Health Initiatives	$4,421	$4,421	$0	$0
Health Education						
	701	IHS Health Education Program	$5,548	$5,548	$0	$0
CHR						
	801	IHS CHR Program	$10,008	$10,008	$0	$0
Direct Operations						
	1301	Direct Operations	$80,763	$73,933	$664	$6,166
			$438,791	*$426,788*	*$3,447*	*$8,556*

DRAFT

Table 4F
Estimated Area and Headquarters Facilities Appropriation Funds for FY 2016 SD/SG Negotiations

DRAFT

Current Funds Manager: OK,ABSENTEE SHAWNEE TRIBE
Possible SG Tribe or Org: Absentee-Shawnee Tribe
Tribes Served: Absentee-Shawnee Tribe
Comments:

Serv Type: T5
For Fiscal Year: 2016

HQ Line 3		Activity Description	AREA FY 2015 Actual	AREA FY 2016 Avail 106a1	AREA FY 2016 Negotiated	Base Thru	Share Factor	HEADQUARTERS - Facilities Appropriation FY 2015 Actual	FY 2016 Av 106a	FY 2016 Calcul	FY 2016 Negot	Base Thru
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
		Maintenance and Improvement (M&I)(2100)										
	1	Routine M&I IHS owned Facility	0	0	0	0						
	2	Routine M&I Tribally owned Facility	73,776	73,776	0	0						
	3	Project M&I IHS owned Facility	0	0	0							
	4	Project M&I Tribally owned Facility	110,663	183,234	0							
	a	Subtotal Non-base (26)	110,663	257,010	0							
	b	Subtotal base (26)	73,776	0	0							
2100		Total M&I (26	184,439	257,010	0			Calculated on line 2405a				
	5	M&I Environmental Remediation Projects						Available with accepted proposal				
2200	9	Sanitation Facilities (P.L. 86-121 Projs) (00)	Available through amendment process									
2300	10	Health Care Facilities (NEW) (00)						With line item construction project				
		Facilities and Environ Health Support (2400)										
		Environ Health Support Account (EHSA)										
	11	San Fac Constr (SFC) Support - Proj Related	0	36,307	0							
	12	AO SFC Program Mgmt - Proj Related	0	14,552	0							
	13	SFC Support - Non-project Related	0	5,007	0	0						
	14	AO SFC Program Management-Non-project Related	0	2,007	0	0						
	15	Other: otherSFC	0	0	0	0						
	a	Subtotal Non-Base (27)	0	57,873	0							
	b	Subtotal Base (27)	0	0	0							
	c	Subtot HQ-OEHE Support -SFC Non-Base (29)					0.0536	0	3,102	0	0	
	d	Subtotal HQ-OEHE Support -SFC Base (29)						0	0	0	0	2015
2401		Total HQ-OEHE Support - SFC Related (29)										
	16	Environ Health Services - Basic Program	0	12,548	0	0						
	17	Environ Health Services - Institutional Hlth	0	0	0	0						
	18	Environ Health Services - Injury Prevention	0	0	0	0						
	19	AO Environmental Health Services Support	0	4,768	0	0						
	20	Other: otherEnviron	0	0	0	0						
	a	Subtotal Non-Base (27)	0	17,316	0							
	b	Subtotal Base (27)	0	0	0							
	c	Subtot HQ-OEHE Support EHS Non-Base (29)					0.0536	0	928	0	0	
	d	Subtotal HQ-OEHE Support EHS Base (29)						0	0	0	0	2015
2402		Total HQ-OEHE Support - EHS Related (29)						0	928	0	0	
		Facilities Support Account (FSA)										
	31	Service Unit Operations	993,045	1,000,288	0							
	32	Biomedical	0	0	0							
	33	AO FSA Support	14,206	14,207	0							
	34	AO Real Property Support	4,735	4,736	0							
	35	AO Biomedical Program	3,636	3,634	0							
	36	M&I Engineering Support	0	0	0							
	37	Other: otherFSA	0	0	0							
		Total FSA (28)	1,015,622	1,022,865	0							
2403		HQ Facilities and Real Property Support										
	a	Total HQ - OEHE Support - FSA Related (29)					0.0126	0	12,888	0	0	
	b	HQ Real Property(based on net # of bldgs transferred to tribe) (29)		0	0		235.4827	0	0	0	0	
2404		Facilities Planning and Construction Support						Available with line 2300				
2405		Engineering Services Support										
	a	M&I Contracting Services (29)					0.0088	0	2,262	0	0	
	b	New Health Care Facilities (28)						Available with line 2300				
2400		TOTAL Facilities and Environ Support (29)	1,015,622	1,098,054	0			0	19,180	0	0	
2500		Equipment Replacement (01)	64,533	60,768	0	2016						
		SubTotal (Non-Base)	1,190,818	1,355,064	0			0	19,180	0	0	
		SubTotal (Base Budget Pilot)	73,776	60,768	0			0	0	0	0	
		GRAND TOTAL	1,264,594	1,415,832	0			0	19,180	0	0	

Proj 36,307
5,007
12,548
53,862

AOTS 14,552
2,007
4,768
21,327

Proj
AOTS 23577

Contract Support Costs (CSC) Negotiation Template (CY 2017)

Check one box:		
Estimate of CSC need	X	
Final CSC Reconciliation		
Check one box:		Number
FA Amendment		Initial
FA Cumulative Funding Report (CFR)		#_____
Date Completed:		1/18/2017
Tribe/Tribal Organization (T/TO):		Absentee Shawnee

		Subtotals	Totals	Source of Inputs
A	Program (Service Unit) Funding	$18,238,334.00		Recurring and Non-Recurring Eligible Funding for the T/TO's Programs, Functions, Services, or Activities (PFSA) at the Service Unit Level. Depending on the structure of an awardee's indirect cost (IDC) rate, this may include buy-backs.
A.1	Expenditures from carryover funds (for which CSC was not funded previously), Net of pass-throughs and exclusions	$0.00		Pursuant to Section 6-3.2.E.1.b.1.b.i. This is determined by whether the parties included the funds in the CSC calculation in the year awarded and not by how the T/TO allocates funding in its accounting records.
B	Total Area Tribal Shares	$379,554.00		Recurring and Non-Recurring Eligible Funding for the T/TO's PFSA at the Area Level (Area Office Tribal Shares, or AOTS).
C	Total Headquarters Tribal Shares	$445,968.00		Recurring and Non-Recurring Eligible Funding for the T/TO's PFSA at the Headquarters Level (Headquarters Tribal Shares, or HQTS).
D	Total Secretarial Amount	$19,063,856.00		Items A + B + C (Total Recurring and Non-Recurring eligible funding awarded under the Secretarial Amount
E.1	IDC Associated With Recurring Service Unit Shares	$0.00		Negotiated and calculated pursuant to Section 6-3.2.E.3 either: (a) case-by-case analysis, or (b) 97-3 method.
E.2	IDC Associated With Tribal Shares	$165,104		Negotiated and calculated pursuant to Section 6-3.2.E.4, either: (a) case-by-case analysis, or (b) 80-20 method.
E.3	Total IDC Identified As Associated With the Secretarial Amount	$165,104		This represents PFSA funded in the Secretarial amount determined to be duplicative of T/TO IDC Pool.
F	Direct Costs Funded through Secretarial Amount		$18,898,752	Item D - E.3
G	Prior Year Direct CSC (DCSC) Need	$1,816,800.00		Per prior-year agreement.
H	Inflation Factor	3.5%		To be provided by IHS when final inflation rate for previous year becomes available (usually in November). Final rate would be used to update this amount, and award T/TO inflation on DCSC at the end of IHS's first quarter. See Section 6-3.2.D.3.
I.1		$1,880,388.00		
I.2	Current Year DCSC Need	$0.00	$1,880,388	D21-22 will automatically incorporate either the prior-year DCSC need (reflected in D21) or, if there is a current-year renegotiation, the renegotiated amount (reflected in D22).
I.3	Startup and Pre-Award Need		$0.00	Summarizes the negotiation for Nonrecurring Pre-Award and Startup costs for new or expanded PSFAs in the upcoming year.
J	Total Direct Costs		$20,779,140	Items F + I, but subject to Section 6-3.2, Paragraph E.1.a, Estimate of Indirect CSC Need and Funding Prior to the Contract Year and E.1.b, Determination of Final Amount for Indirect CSC Need and Funding.
K	Less: Passthroughs and Exclusions		$1,061,943.00	The amount of passthroughs and exclusions funded by IHS.
L	Direct Cost Base		$19,717,197	Item J - K
M	Most current IDC rate		25.25%	Current IDC rate. If T/TO has multiple IDC rates, enter blended rate and submit detailed calculation of the blended rate. CY 16 Rate

N	**IDC Need (Non-Recurring) Based on IDC Rate**		**$4,978,592**	Item L * M (Direct Cost Base x IDC Rate)
O	**Credit for IDC Associated with the Secretarial Amount**		$165,104	Equals Item E.3 if the T/TO has higher than a 25.00% IDC rate; if T/TO has a rate of 25.00% or lower the credit in Item O is based on the total IDC need for Tribal Shares generated by the T/TO's rate plus the IDC Associated with Recurring Service Unit Shares (Item E.1)
P	**Current-Year Indirect CSC Need**		**$4,813,488**	Item N - O (Total IDC need less credit for IDC associated with the Secretarial amount
Q	**IDC-Type Costs**		**$0**	As negotiated, pursuant to Section 6-3.2E.2; see also Exhibit G, footnote 10. Enter $0 if the T/TO negotiates indirect CSC solely based on its IDC rate.
R	**Current-Year Total CSC Need**		**$6,693,876**	Items I.2 + I.3 + P + Q (Total need for DCSC, indirect CSC, and Pre-Award and Startup)

S	**Current-Year DCSC Need**		**$1,880,388**	Item I.2
T	**Total DCSC Paid Year-to-Date**		**$1,042,152**	Total DCSC funding paid to the T/TO year-to-date.
U	**Current-Year Indirect CSC Need**		**$4,813,488**	Items P + Q
V	**Total Indirect CSC Paid Year-to-Date**		**$2,950,806**	Total indirect CSC funding paid to the T/TO year-to-date.

W	**Current-Year Startup and Pre-Award Need**		**$0.00**	Item I.3
X	**Total Startup and Pre-Award CSC Paid Year-to-Date**		**$0.00**	Total Startup and Pre-Award CSC funding paid to the T/TO year-to-date.

Note Regarding Sub -Awards: The template awards CSC on the direct cost base incurred by the T/TO. If the T/TO has an agreement(s) with a sub-awardee whose costs are eligible to be considered in the CSC need of the T/TO AND the T/TO treats sub-awards as a passthrough cost when determining its direct cost base, the total CSC negotiated can be adjusted to incorporate eligible costs specifically identified for each sub-awardee (while recognizing sub-awardee passthroughs and exclusions and the sub-awardee's indirect cost rate).