

DATE

AGENCY LEAD NEGOTIATOR

RE: TRIBAL Nation FY 2016-2023 Multi-Year Funding Agreement

Dear AGENCY LEAD NEGOTIATOR,

I am writing to provide you with the Tribal Nation's Multi-Year Funding Agreement (Funding Agreement) which covers fiscal years 2016-2023, which was signed by the Tribal Nation under the authority of the Indian Self-Determination and Education Assistance Act, P.L. 93-638, 25 U.S.C. §5381 et seq. Included you will find two (2) signed original copies of the Funding Agreement, accompanying attachments, and BC Resolution 11-26-19-E which adopts the Funding Agreement. Please secure the proper Indian Health Service signature and return one original copy for our records. You may retain the other copy for your records.

The TRIBAL Nation thanks you and your team for your time, energy, and collaboration during the negotiation process. We look forward to working together, in the spirit of our partnership and shared interests to increase access to and improve health care for our community members.

Very Respectfully,

MULTI-YEAR FUNDING AGREEMENT

BETWEEN

TRIBAL NATION

AND

THE UNITED STATES OF AMERICA

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FOR INDIAN HEALTH SERVICE PROGRAMS

January 1, 2017 THROUGH December 10, 2022

Section 1 - Preamble. This Title V Funding Agreement (hereinafter referred to as the “Agreement”) is entered into by the TRIBAL Nation and the Director of the Indian Health Service (hereinafter referred to as “Director”) designated for the Secretary of Health and Human Services (hereinafter referred to as “Secretary”) of the United States of America pursuant to Title V of the Indian Self-Determination and Education Assistance Act (P.L. 93-638, 25 U.S.C. §5381 et seq.) (hereinafter referred to as “ISDEAA”), as amended, and governed by the Compact of Self-Governance entered into between the Nation and the Secretary executed on March 5, 2008 (hereinafter referred to as the “Compact”). Pursuant to the terms of the Compact and this Agreement, the Nation is authorized to plan, conduct, operate and administer the programs, services, functions and activities (hereinafter referred to as “PSFA”), and their associated resources to be transferred from the Indian Health Service (hereinafter referred to as “IHS”) to the Nation for the funding period January 1, 2017 through December 10, 2022 identified in this Agreement.

All terms of this Agreement shall be governed by ISDEAA, its implementing regulations and, to the extent expressly agreed to by the parties hereto, applicable IHS policies. To the extent that any term in this Agreement may be construed as being inconsistent with the Compact or as exceeding the authority granted by the Compact, the provisions of the Compact shall govern. The attachments listed and denoted as Attachments appearing at the end of this Agreement are incorporated by reference as part of this Agreement as if fully set forth herein.

The Compact between the Nation and the Secretary and this Agreement obligates the Secretary to provide funding for PSFAs identified herein.

Section 2. Effective Date and Term. Upon execution by both parties, the Agreement shall be deemed effective as of January 1, 2017 and shall extend through December 10, 2022.

Section 3 - Nation's Programs and Services.

(A) Generally. The Nation agrees to administer, provide, or otherwise be responsible for the PSFAs identified in Attachment A in accordance with the terms of the Compact and this Agreement. Services shall be provided to IHS-eligible individuals as defined under applicable law, as well as to non-Indian spouses of IHS-eligible individuals pursuant to Oneida Nation Business Committee Resolution 11-23-05-B (Nov. 23, 2005) in Attachment E. The Nation will provide such services in a facility owned, operated, or constructed under the jurisdiction of the IHS or as otherwise permitted by the Compact permitted under the ISDEAA, as well as in home and community based settings as authorized by law. The Nation is committed to and shall provide quality health services that shall meet applicable standards, by maintaining qualified staff; state-of-the-art equipment; a well-functioning physical plant; and the continuous supply of medical provisions required to provide quality patient care, such as satisfying the standards of accreditation of the Accreditation Association for Ambulatory Health Care (AAAH). As provided in Section 506(e) of the ISDEAA (25 U.S.C. § 5386(e)), as amended, the Nation may redesign or consolidate PSFAs (or portions thereof) included in this Agreement pursuant to Section 505(b)(2) of the ISDEAA (25 U.S.C. § 5385(b)(2)) and reallocate or redirect funds for such PSFAs (or portion thereof) in any manner the Nation deems to be in the best interest of the health and welfare of the Indian Community being served, but only if the redesign or consolidation does not deny eligibility for services to population groups otherwise eligible to be served under applicable Federal law. The Nation reserves the right to rebudget funds among the PSFAs provided under this Agreement and to use rebudgeted funds and income generated directly through the operation of these PSFAs to fund additional PSFAs to the extent that any such PSFAs are PSFAs that the Secretary could otherwise contract with the Nation to plan, conduct or administer under Sections 102(a)(1) and 505 of the ISDEAA, 25 U.S.C. §§5321(a)(1), 5385. To the extent the PSFA descriptions in the Compact or Agreement conflict with the descriptions or definitions provided in the Indian Health Care Improvement Act (hereinafter referred to as "IHCIA"), as amended, the IHCIA shall prevail unless it conflicts with the ISDEAA.

(B) Liability

1. Federal Tort Claims Act. Pursuant to Article V, Section 3, "Federal Tort Claims Act Coverage Insurance" of the Compact, the Federal Tort Claims Act ("FTCA") applies to the Nation's PSFAs under this Agreement as provided in Section 516(a) of Title V, 25 U.S.C. § 5396(a), which incorporates Section 102(d) of Title 1 of ISDEAA, 25 U.S.C. § 5321(d), and Section 314 of P.L. 101-512. The extent of FTCA coverage is described more particularly in 25 C.F.R. §§ 900.180 - 900.210.

2. Grant Program and FTCA. The Nation and its employees carrying out statutorily mandated grants programs added to the Agreement are subject to the FTCA as the above-cited statutes may allow.

3. Insurance. There is no requirement that the Nation purchase liability insurance to protect or indemnify the federal government. The Nation may purchase liability insurance to supplement

FTCA coverage and such purchase may be an allowable cost under this Agreement.

Section 4 – Amount of Funds.

The Fiscal Year's 2019 Funding Tables, attached as Attachments B through D summarize the annual amounts by IHS budget category available to the Nation in the current fiscal year as of the most recent amendment to the Funding Tables. These amounts reflect program base funding for the transferred PSFAs identified in this Agreement. These amounts may be adjusted consistent with section 4(E), 4(F) and 4(G) of this agreement. These annual amounts will be adjusted to reflect any additional 2019 funding amounts after enactment of the 2019 appropriations. For FYs 2020 - 2023, subsequent fiscal years, the parties will negotiate FA Tables, which will accordingly be incorporated into this FA and will supersede the prior FY's FA Tables. IHS will transfer funds to the Nation under this FA to the extent that the Nation assumes the associated PSFAs during the associated fiscal year covered by this Agreement. The IHS funding allocations shown in Attachment B are not binding on the Nation, and the Nation may redesign program and/or rebudget funds between and among activities according to its priorities to the extent otherwise permitted by the ISDEAA and applicable federal appropriations laws, as set forth in Section 3 of this Agreement.

(A) Stable Base Budgets. In accordance with 25 U.S.C. § 5385(g), the Nation has requested budgets reflecting stable base funding for (five) 5 years including Headquarters tribal shares based on current fiscal year final annual recurring funding amounts. Notwithstanding this request, Area Office shares will be allocated based on the IHS Area tribal shares formula. Adjustments by IHS to the base funding amounts will be permitted in direct proportion to changes in appropriated amounts due to congressional actions. Funding adjustments will also be made by IHS when the Nation chooses to take a previously retained tribal share PSFA. The Nation will also be eligible for funding for service increases, new services, mandates, population growth, Indian Health Care Improvement Fund, Contract Support Cost and the increases in resources on the same basis as all other tribes. The Nation will also remain eligible for distribution of year end funds from any other source of funds that the IHS may from time to time determine it will distribute to operating units.

(B) Area Office Resources. Area Office resources are identified in the table entitled "IHS Area Office Tribal Shares Table," attached as Attachment D.

The total amount of Area Office resources that support or benefit the Nation's PSFAs annually is shown on Attachment D.

(C) Headquarters and OEHE Resources. The Nation's IHS Headquarters annual tribal shares and the funds available during the term of this agreement are shown in Attachment C. The Nation shall use these funds in support of the PSFAs in this Agreement.

The Nation will be eligible to receive a share-portion of the balance of funds remaining in the "Emergency Fund," and "Management Initiatives" line items (as shown on Attachment D). Any such balance shall be distributed in accordance with the "Tribal Size Adjustment" methodology or such other methodology or program formula that is utilized to make funding available to other

tribes and tribal organizations. Any such funds shall be distributed within ten (10) calendar days after distribution methodologies and other decisions regarding payment of these funds have been made by IHS.

(D) Contract Support Funds. Contract Support Costs. Contract Support Costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and §5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid during FY 2019, which represents the parties' estimate of the Nation's full CSC requirement pursuant to 25 U.S.C. § 5325, is shown in Attachment B for direct CSC and for indirect 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. The parties will cooperate in updating the relevant data to make any agreed upon adjustments, including participating in a direct CSC reconciliation requested by either party after the end of the fiscal year. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Nation's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. § 7101 et seq.

(E) Grants. Section 505(b)(2) of Title V, 25 U.S.C. § 5385(b)(2), provides, among other things, that grants administered by the Department of Health and Human Services through the IHS "with respect to which Indian tribes or Indians are primary or significant beneficiaries" may be added to the Nation's Funding Agreement after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add the Nation's diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this Funding Agreement after IHS awarded such grant(s). Grant funds will be paid to the Nation as a lump sum advance payment as soon as practicable after award of such grant. The Nation will use interest earned on such funds to enhance the purposes of the grant including allowable costs. The Nation will comply with all terms of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant. The Nation and its employees carrying out statutorily mandated ISDEAA grant programs added to this Agreement are subject to the Federal Tort Claims Act (FTCA), subject to the terms of the relevant statutes, as described above in Section 3(B).

(F) Competitive, Formula and Other Funds. Funds for PSFAs assumed by the Nation, not now included in this Agreement, which are available to area offices, service units, operating units, or tribes or tribal organizations on a competitive, formula, or other basis, including non-recurring funding, shall be determined by the relevant calculation. These funds shall be made available to the Nation on the same basis as such funds are available to other tribes and tribal organizations, and, to the extent permitted under the IHCA and ISDEAA, to IHS, service units, operating units, and any such funds due the Nation during the term of this agreement shall be added to this Agreement. This does not include grant awards, which remain subject to the conditions or restrictions set forth in the awarding instrument and applicable laws.

(G) Adjustments and Increases. The funding amounts referenced in this Agreement and its

attachments are subject to change based upon appropriations, the transfer of IHS PSFAs, and the actual date of assumption of PSFAs by the Nation. When funds due are not transferred by the Secretary as part of the initial lump sum payment, the parties agree they will be transferred within ten (10) days after distribution methodologies and other decisions regarding payment of those funds have been made by IHS. The Nation shall be eligible for funding for new PSFAs, PSFA increases, inflation increases, and general increases on the same basis as all other tribes and tribal organizations, and, to the extent permitted under the IHClA and ISDEAA, to IHS, service units, and operating units. IHS shall provide amendments reflecting payment of these funds to the Nation after any such funds are added to the Agreement. The Nation retains the right to reject the addition of the funds to the Agreement and return the funds to IHS, as provided in Section 8 below.

The parties recognize that the total amount of the funding due under this Agreement is subject to adjustment due to Congressional appropriations or other laws affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such law, the amount of funding provided to the Nation in this Agreement will be adjusted as necessary after the Nation has been notified of such pending adjustment and subject to any rights which the Nation may have under this Agreement, the Compact, or the law.

(H) Reconciliation. For the term of this Agreement, reconciliations will be held between the Nation and Area Office at the request of the Nation or IHS or as needed. The parties agree that, within ten (10) calendar days of each reconciliation, the IHS will transfer any funds due to the Nation.

Section 5 - Special Earmarked Programs, Services and Functions. The Nation may not redesign or shift or transfer any of the funding for any PSFAs which are subject to special restrictions imposed by appropriations acts.

Section 6 - No Reduction in Programs, Services to Other Tribes. It is the intent of the parties that pursuant to Section 515(a) of the ISDEAA, (25 U.S.C. § 5395(a)), as amended, nothing in this Agreement diminishes any PSFAs to other tribes.

Section 7 - Method of Payment. Except as provided in subsection (a) and (b) below, IHS shall pay all funds identified to the Nation in one (1) lump sum payment within thirty (30) calendar days of apportionment to IHS with the exception of program formula payments. The PSFAs shares that are distributed using a program formula shall be paid within thirty (30) calendar days after apportionment of such funds to the Area.

A. Periodic Payments. Payment of funds otherwise due the Nation under this Agreement, which are added or identified after the initial payment is made, shall be made within ten (10) business days after distribution methodologies and other decisions regarding payment of those funds have been made by IHS.

B. Prompt Payments. All payments shall be made in a prompt manner and shall be subject to the terms of the Federal Prompt Payment Act, Chapter 39 of Title 31 U.S.C.

Section 8 - Amendment or Modifications of this Agreement. Except as otherwise provided by this Agreement, the Compact, or by law, any modifications of this Agreement shall be in the form of a written amendment and shall require written consent of the Nation and the Secretary or his/her authorized representative.

The Nation reserves the right to identify other PSFAs that it wishes to include in this Agreement by amendment during the term of this Agreement. If the Nation's proposal(s) to include additional activities is approved by IHS, this Agreement will be amended to include such PSFAs. Should the parties fail to reach agreement, the Nation may submit a final offer in accordance with the Title V procedures set out in Section 507(b)-(d) of the ISDEAA, 25 U.S.C. § 5387(b)-(d).

The Nation shall be eligible for any increases in funding or for funding for Maintenance and Improvement Funds, other reimbursements, and new programs established under the IHCIA or any other applicable law, as well as funds available to IHS Headquarters and the Area Office, whether those funds are recurring or non-recurring funds, on the same basis as other tribes and tribal organizations, and, to the extent permitted under the IHCIA and the ISDEAA, the Area Office, service units, operating units. This agreement shall be amended to provide for the timely payment of such funds to the Nation.

Written consent of the Nation and the Secretary shall not be required for issuing amendments which result from increases in actual appropriation levels or which represent an increase in funding for PSFAs identified in the Agreement. Such increases include, but are not limited to:

- # Program/Area/HQ Mandatories
- # Program/Area/HQ End-of-year Distributions
- # Catastrophic Health Emergency Fund (CHEF), Purchased Referred Care (PRC) Services and any unused reserves

When such an increase in funding occurs, the IHS shall notify the Nation of the increase in writing, and an amendment to the Agreement reflecting payment of these funds shall be provided to the Nation within ten (10) working days after such funds are added to the Agreement. The Nation retains the right to reject the addition of the funds to the Agreement and return the funds to the IHS.

Section 9 - Current Commission Corps Personnel. The parties agree that the terms and conditions of the detail of Commissioned Corp Officer(s) are governed by a separate and independent Memorandum of Agreement and not by this Agreement.

Section 10 - Waiver of Federal Law and Sovereignty. Nothing in this Agreement shall be construed as a waiver of Federal or Tribal sovereign immunity or as an agreement by IHS to be bound by the Nation's laws.

Section 11 - Reports. Pursuant to the Single Audit Act, as amended, 31 U.S.C. §§ 7501-7507, ISDEAA, 25 U.S.C. § 5305(f)(1), § 5386, and 42 C.F.R. § 137.200-137.207, the Nation shall

provide to the IHS, the Federal Audit Clearinghouse and National External Audit Review, its annual A-133 Single Agency Audit Report. The Nation shall provide such other reports as agreed upon by the parties from time to time.

Section 12 - Approval of Funding Agreement. Attached is TRIBAL resolution approving this Multi-year Agreement.

Section 13 - Reassumption. The parties agree that the Secretary shall reassume operation of a PSFA (or portion thereof) and associated funding transferred from the IHS to the Nation in this Agreement only in the event that the requirements of Section 507(a)(2) of the ISDEAA, 25 U.S.C. § 5387(a)(2), are met.

Section 14 – Access to Federal Insurance. Subject to guidance established by Office of Personnel Management, the Nation may exercise its right under Section 409 of the IHCIA, 25 U.S.C. § 1647b, to provide federal life and health insurance to its employees.

Section 15 – Records. Except as provided by law, the records generated and maintained by the Nation shall not be treated as federal records under Chapter 5 of Title 5 of the United States Code, except that:

(A) **Patient Records Disclosure.** Patient medical records may be disclosed only in accordance with the applicable provisions of 5 U.S.C. § 552a(b) and the HIPAA Privacy Rule, 45 C.F.R. Parts 160 and 164; and

(B) **Patient Records Storage.** Pursuant to Section 105(o) of the ISDEAA, 25 U.S.C. § 5324(o), the medical records generated by the Nation shall, at the option of the Nation, be stored with the National Archives and Records Administration to the same extent and in the same manner as other Department of Health and Human Services patient records.

Section 16 – Medicare/Medicaid and Third-Party Billing and Recoveries. For health care services provided by the Nation, the Nation shall exercise its right pursuant to 25 U.S.C. § 1621e, to submit claims directly to and recover directly from Medicare and Medicaid and other third parties responsible for payment. All funds recovered from Medicare and Medicaid shall be used as allowed by applicable law.

a. **Reimbursement of Funds.** The Nation has elected to directly collect Medicare and Medicaid payments as provided in Section 401 of the IHCIA, 25 U.S.C. § 1641, as amended. The Nation is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third-party payer for services provided under this Agreement (and previous annual funding agreements) in accordance with Section 401 of the IHCIA, as amended, by Public Law 111-148, 25 U.S.C. § 1641, and Section 206 and 207 of the IHCIA, as amended at 25 U.S.C. §§ 1621e and 1621f. Any amounts collected by the IHS that should have been paid to the Nation in accordance with Section 401 of such the IHCIA, 25 U.S.C. § 1641, either prior to or after the effective date of this Agreement shall be added to this Agreement by addendum.

b. Use of Third-Party Collections. All Medicare, Medicaid and other program income earned by the Nation shall be treated as supplemental funding to that negotiated in the Agreement. The Nation may retain all such income and expend such funds in the current year or in future years except to the extent that the IHCA, as amended (25 U.S.C. § 1601 *et seq.*) provides otherwise for Medicare and Medicaid receipts. Such funds shall not result in any off-set or reduction in the amount of funds the Nation is authorized to receive under its Agreement in the year the program income is received or for any subsequent fiscal year, 25 U.S.C. § 5388(j).

c. Recovery Right. The Nation has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with Section 206 of the IHCA, as amended at 25 U.S.C. § 1621e.

Section 17 – Recoveries, Program Income and Reimbursements. To the extent that the Nation or IHS (including any IHS-operated service units) receive program income otherwise payable to either the IHS or the Nation, in accordance with 25 U.S.C. §§ 1621(e) and 1621(f) and other applicable law, Medicare and Medicaid and other third party collections, quarters reimbursements, and other reimbursements, the funds will be promptly transferred to the appropriate party, unless a specific deadline for transfer is stated in this Agreement, in which case the stated deadline shall apply.

Section 18 – Personal Property. The Nation shall take title to all personal property purchased with funds under the Nation's Compact.

Section 19 – 340B Program. The Nation will continue to purchase pharmaceuticals and medical supplies through the 340B program.

Section 20 – Subsequent Funding Agreements. The parties agree to comply with section 505(d) of the ISDEAA, 25 U.S.C. § 5384(d). The amount of funds required to be provided by Sections 106(a) and 508(c) of the ISDEAA for each subsequent Agreement, which is subject to the availability of appropriations, shall only be reduced in compliance with the requirements of Sections 106(b) and 508(d) of the ISDEAA, 25 U.S.C. §§ 5325, 5388.

Section 21 – Disputes. The parties to this Agreement may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Section 507(b)-(d) of Title V, 25 U.S.C. § 5387(b)-(d). The Nation does not waive any remedy it may have under the law with regard to these issues and any others not listed therein.

Section 22 – Title I Discretionary Provisions Applicable to this Agreement. As authorized in 25 U.S.C. § 5396(b), the Nation exercises its option to include the following provisions of Title I of the ISDEAA as part of this Agreement; these provisions will have force and effect as if they were set out in full in Title V of that ISDEAA:

25 U.S.C. § 5304(e) (defining "Indian tribe");

25 U.S.C. § 5322(b) (relating to grants);

25 U.S.C. § 5322(d)(1) (relating to duty of Secretary to provide technical assistance);

25 U.S.C. § 5324(a)(II) (relating to contracting or cooperative agreement law);
25 U.S.C. § 5328(b) (relating to conflicting laws and regulations);
25 U.S.C. § 5324(l) (relating to the IHS lease of facilities owned or leased by the Nation)
25 U.S.C. § 5329, section 1(b)(8)(F) (relating to screener identification);
25 U.S.C. § 5329, section 1(b)(9) (relating to availability of funds);
25 U.S.C. § 5329, section 1(d)(1)(B) (relating to construction of the contract);
and
25 U.S.C. § 5329, section 1(d)(2) (relating to good faith).

Section 23 — Severability. Except as provided in this section, this Agreement shall not be considered invalid, void or voidable if any section or provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction.

If any section or provision of this Agreement is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction, and if the parties mutually agree, the parties may at their option, treat this Agreement as invalid, void or voidable or terminate it in accordance with the provisions of this Agreement.

THE FOREGOING PROVISIONS OF THIS FUNDING AGREEMENT TO THE COMPACT OF SELF-GOVERNANCE BETWEEN THE TRIBAL NATION AND THE INDIAN HEALTH SERVICE ARE HEREBY AGREED TO ON THE DATES INSCRIBED BELOW

Dated this ____ day of _____,

By: _____

By: _____
RADM Michael Weahkee, Principal Deputy Director
Indian Health Service
U.S. Department of Health and Human Services

Attachment A

ATTACHMENT A

TRIBAL Nation FY 2016-2023 Funding Agreement Summary of Current PSFAs

The TRIBAL Nation offers comprehensive community health services for the prevention, diagnosis, treatment, consultation, and rehabilitation of diseases and conditions. Services include, as further described below; Medical Services, Behavioral and Mental Health Services, Preventative Health Services, Public Health Services, Environmental Health Services, and Home and Community Based Services. Services are offered in various locations as listed in Exhibit 1 including direct outpatient care, telehealth consultation, 24 hour on call services, nursing home care, community support and services, home care and elder care.

This Attachment is a list of programs, services, functions and activities (PSFAs), and those reasonably inferred therefrom, which the TRIBAL Nation currently compacts and provides. The TRIBAL Nation will periodically supplement this list with notice to the Director as may be appropriate.

The PSFAs the Nation administers under the terms of its Funding Agreement (FA) with the IHS are described below in accordance with Section 505(b) of the ISDEAA, 25 U.S.C. § 5385(b).

A. Medical Services

1. Ambulatory Medical Services: The TRIBAL Comprehensive Health Division provides a comprehensive range of primary and specialty healthcare services, appropriate for a local medical center to prevent and treat disease and injury and to promote improvements in health status and outcomes. All medical services, treatments, laboratory, and radiology services provided to pediatric and adult patients at the TRIBAL Comprehensive Health Division including the coordination of referrals to outside services not available at the clinic.
2. Anesthesia Services: Provides outpatient services for pediatric and adult patients which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation including, but not limited to, General Regional and Local Anesthesia, post-anesthesia care, and pain management.
3. Audiology: Provides outpatient medical care for pediatric and adult patients which includes the diagnosis, treatment, education, prevention, and consultation including, but not limited to, audiology medical and surgical treatment, hearing aid selection and fittings, audiology therapy.
4. Behavioral and Mental Health Screenings: Provides services including, but not limited to, screening, assessment and referrals to appropriate inpatient/outpatient centers, and short-term counseling and group

activities for patients.

5. Clinical Research: Research programs approved by the TRIBAL Comprehensive Health Division and the TRIBAL Nation that support the PSFAs covered by the funding agreement.
6. Community Health Case Management – Long Term Care: Provides planning and assistance for elder care, independent living care, home respite care and in-home chore assistance to qualified patients, dementia care specialty assistance for patients and caregivers, and related services.
7. Complementary and Alternative Medicine Services: Provides complementary and alternative medicine (CAM) patient care services, which can be demonstrated to be reasonably safe and effective and are indicated for the patient's diagnosis or condition, and which are provided either (a) through a referral from a provider on the TRIBAL Comprehensive Health Division medical staff or (b) by a medical staff member who is credentialed and privileged as required by the clinic's accrediting or certifying body for the specific CAM services to be provided.
8. Dental Services: Provides outpatient services for pediatric and adult patients which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation for dental health and dental disease through services including, but not limited to, General Dentistry, Pediatric Dentistry Oral Surgery, Orthodontics, Endodontic, Periodontal care, and the coordination of referrals to outside services not available at the TRIBAL Comprehensive Health Division.
9. Diabetes Treatment and Prevention Services: Provides primary, secondary, and tertiary prevention services, including, but not limited to, diagnosis, treatment, education, prevention, research, screening, monitoring case management services, including peritoneal dialysis, and physical fitness training related to diabetes treatment and prevention services.
10. Family Health Services: Provides outpatient medical care for pediatric and adult patients which includes the diagnosis, treatment, education, prevention, and consultation including, but not limited to, Primary Care and Subspecialty Services such as Geriatric, Rheumatology, Dermatology, Neurology, Infectious Disease, Hematology, Nephrology, Cardiology, Pulmonary Disease, Allergy, Immunology, Oncology, Nutritional Therapy, Endocrine and Metabolic and Nutritional Disorders.
11. Internal Medicine: Provides outpatient medical care for adolescent and adult patients which includes the diagnosis, treatment, education, prevention, and consultation including, but not limited to, Primary Care and Subspecialty Services such as Geriatric, Rheumatology, Dermatology, Neurology,

Infectious Disease, Hematology, Nephrology, Cardiology, Pulmonary Disease, Allergy, Immunology, Oncology, Nutritional Therapy, Endocrine and Metabolic and Nutritional Disorders.

12. Laboratory Services: Provides a full range of laboratory services including, but not limited to, chemistry, hematology, pathology, microbiology, transfusion services, and clinical tests in support of patient diagnosis and treatment.
13. Medical Benefits Assistance: Provides patients and caregivers with assistance in identifying and applying for alternate resources through qualifying state and federal programs, including, but not limited to Purchased/Referred Care.
14. Medical Gases: Prescribes and administers liquefied, dissolved, vaporized, and cryogenic compressed medical gases alone or in combination as defined in the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 321(g)(1).
15. Patient Travel Costs: The TRIBAL Comprehensive Health Division provides and funds patient transportation in accordance with Section 213 of IHCA, 25 U.S.C. § 1621, as amended, and employee travel and travel management essential to the performance of this PSFA. This includes providing funds to pay for a qualified escort to accompany the patient traveling for the provision of health care services. Transportation includes, but is not limited, to air transportation, transportation by private or specialty vehicle or ambulance and transportation by other means when air or ground transportation is not available.
16. Nurse Services – Chronic Disease: Provides outpatient services for pediatric and adult patients including, but not limited to, evaluation, treatment, education, prevention, and consultation for chronic disease and medication management.
17. Nurse Services – Clinic Based: Nursing care is provided within the scope of standard nursing practices. Nursing Care includes outpatient medical and surgical services for adult, pediatric, prenatal, perinatal and childbirth patients.
18. Nurse Services – Population Based: Provides outpatient pediatric and adult community-based nurse services that include, but are not limited to, car seat education clinics, foot care clinics, immunization clinics, communicable disease investigation, school nursing, the Prenatal Care Program, and the Health Start Program.
19. Obstetrics and Gynecology: Provides outpatient obstetrical and gynecological care which includes the diagnosis, medical and surgical treatment, education,

prevention, and consultation including, but not limited to, Women's Primary Care, Well-Woman visits and exams, prenatal care, perinatal care, and post-partum care, antenatal testing, amniocentesis, ultrasound examinations, endometrial biopsy, LEEP, reproductive healthcare, lactation consultations, support for high-risk deliveries, and surgery for gynecological and urogynecological diseases and conditions.

20. Occupational and Speech Therapy: Provides outpatient services for pediatric and adult patients including evaluation, treatment, education, prevention, and consultation including, but not limited to, speech-language therapy and occupational therapy, screening, diagnosis, rehabilitation, and prevention with a wide variety of diagnoses, to patients who have conditions that are mentally, physically, developmentally, or emotionally disabling, to help them to develop, recover, or maintain daily living and work skills.
21. TRIBAL Nation Employee Health: Provides health services for TRIBAL Nation employees including, but not limited to, health evaluations, weight management support, immunology, domestic violence screenings and referrals, health condition monitoring, bloodwork, work-related injury and illness case management, and related services.
22. Optometry and Ophthalmology: Provides outpatient services for pediatric and adult patients which includes diagnosis, medical and surgical treatment, education, prevention, and consultation including, but not limited to, optometry and ophthalmologic medical and surgical treatment (e.g., minor surgery, laser therapy) and management of diseases and disorders of the visual system, and related structures as well as in the diagnosis of related systemic conditions (e.g., diabetes and macular degeneration), visual acuity, visual field testing, the prescribing and dispensing of glasses and contact lenses.
23. Pediatrics: Provides outpatient medical care for newborn infants, children, and adolescent patients which includes the diagnosis, treatment, education, prevention, and consultation including, but not limited to, Primary Care and Subspecialty Services such as Genetics, Rheumatology, Dermatology, Neurology, Infectious Disease, Hematology, Nephrology, Cardiology, Pulmonary Disease, Allergy, Immunology, Oncology, Nutritional Therapy, Endocrine and Metabolic and Nutritional Disorders, and school and sports physical examinations, Well Child visits and examinations, and medication maintenance.
24. Pharmaceutical Services: Provides pharmaceutical services for pediatric and adult patients including, but not limited to, prescribing therapies (e.g., anticoagulation clinics), recommending therapies, dispensing medications and monitoring of medication treatment plans to assure appropriate, safe, cost effective therapies, and provides patient education and information regarding pharmaceutical treatment to assure compliance and mediate

against potential adverse effects (e.g., lipid clinic and other patient related counseling).

25. Physical Therapy: Provides evaluation and treatment services for pediatric and adult patients including, but not limited to:
- Physical Therapy Services: Provides outpatient services for pediatric and adult patients including evaluation, education, treatment, prevention, and consultation including, but not limited to, patients with acute and chronic neurological disease and disorders, musculoskeletal and joint disorders and diseases, pre- and post-operative evaluation and treatment, wound care, ongoing care for diabetic patients, self-care education, and coordination with other patient services.
 - Cardiac and Pulmonary Rehabilitation Services: Provides outpatient services for pediatric and adult patients including evaluation, treatment, education, prevention, and consultation including, but not limited to, cardiopulmonary rehabilitation which is a physician referred program offering both monitored, and non-monitored cardiopulmonary physical training; education and training that, includes diet, stress management, and smoking cessation; and other interventions to promote a healthier lifestyle.
26. Podiatry: Provides outpatient services for pediatric and adult patients including evaluation, treatment, education, prevention, and consultation for disorders of the foot, ankle, and lower leg, including, but not limited to, physical examinations, medical tests, minor surgeries, and custom orthotics.
27. Purchased/Referred Care ("PRC"): Authorizes funds within established medical priorities for certain services provided by non-IHS or non-tribal providers and facilities in the service area. Access by qualified beneficiaries to PRC may be obtained only by authorization of TRIBAL Comprehensive Health Division staff that has been delegated the authority to approve PRC. This requires that beneficiaries must be eligible for PRC services in accordance with 42 C.F.R. § 136.23 and referred by an TRIBAL Comprehensive Health Division physician/provider to the PRC program for consideration of their PRC request prior to approval, or must obtain required approval for care as provided by applicable federal regulations.
28. Radiology: Provides outpatient services for pediatric and adult patients which includes, but is not limited to, providing diagnostic examinations that include general radiography, mammography, ultrasound, echo cardiogram, tele-radiology, computed tomography (CT) scans, biopsy, vascular and interventional procedures, MRI (magnetic resonance imaging), bone density studies, and the coordination of referral to outside services not available at the TRIBAL Comprehensive Health Division.

29. Respiratory Services: Provides outpatient diagnostic and treatment services for pediatric and adult patients including, but not limited to, ECG (Electro Cardio Gram), Holter monitoring, event monitoring, arterial blood gases, pulmonary function testing, pulse oximetry, nebulizer and IPPB (Intermittent Positive Pressure Breathing) therapy, sleep disorder laboratory testing and treatment, and ventilator support.
30. Surgical Services: Provides outpatient services for pediatric and adult patients, which includes the diagnosis, medical and surgical treatment, education, prevention, and consultation including, but not limited to the coordination of referral to outside services not available within TRIBAL Comprehensive Health Division.
31. Telemedicine Services: Provides outpatient services for pediatric and adult patients including evaluation, treatment, education, prevention, and consultation including, but not limited to, the diagnosis and treatment, consultation, monitoring, and management of patients through interactive audio, video, and data modalities supported by telehealth at the TRIBAL Comprehensive Health Division and at satellite sites. Tele-radiology services are also supported to provide interpretation of diagnostic images with contract providers.
32. Traditional Healing: Provides services including, but not limited to, traditional TRIBAL healing practices and ceremonies. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1680u. The United States is not liable for damage, injury, or death that results from traditional health care practices.
33. Coordination of referrals: When services are not available through the TRIBAL Comprehensive Health Division, the Division will coordinate referrals to outside providers.

B. Behavioral and Mental Health Services

1. Individual and Family Support Services: Provides coordinated services and assistance for pediatric and adult patients and their caregivers, including, but not limited to, coordinating treatment options, providing health education, child protective services intervention, domestic violence and abuse intervention, social work services, and coordinating with mental and behavioral health services and other patient services.
2. Medication Management: Provides outpatient pediatric and adult patients with medication assessment, consultation, and processing with qualified staff.
3. Mental Health Services: Provides outpatient counseling and psychiatric

services to individuals and families, including, but not limited to, counseling, psychiatric services, evaluations, including court-ordered evaluations and evaluations pursuant to memoranda of agreement, telephone consultation to providers, access to 24-hour crisis line, outpatient and community-based consultations. Provides services including, but not limited to, assistance with psychosocial issues, individual and group therapy and counseling sessions, consultation and training, developing care and placement plans, suicide intervention and prevention, and coordinating patient case management with other patient services, including referral to outside services not available at the TRIBAL Comprehensive Health Division.

4. Problem Gambling Treatment: Provides intervention, counseling, and ongoing care for individuals struggling with gambling addiction.
5. Substance Use Treatment Services: Provides holistic, trauma-informed outpatient substance abuse assessment and treatment services to adolescent and adult patients, including, but not limited to, individual, group, and family therapy and counseling sessions, psychotherapy, psychiatry, tobacco cessation, traditional healing, alternative health modalities (e.g., breath work, Reiki, reflexology), suicide intervention and prevention, residential treatment coordination, pre- and post-treatment care, and coordinating patient case management with other patient services, including referral to outside services not available at the TRIBAL Comprehensive Health Division. The United States is not liable for damage, injury, or death that results from traditional health care practices.

C. Preventative Health Services

1. Community Health Representatives: Provides outpatient services for pediatric and adult patients including, but not limited to, evaluation, treatment, education, prevention, and consultation for in-home chronic disease monitoring, medication ordering and delivery, medical care advocacy and referrals, and medical transportation.
2. Health Education, Health Promotion, and Disease Prevention: Provides an integrated holistic approach that is directed at individual and community empowerment with positive, proactive approaches to making healthy lifestyle changes. Provides health education materials, events, and services, including, but not limited to, employee and community health fairs, mobile clinics, school-based health programs, flyers, and reports to education community members about health-related issues and to prevent the transmission, persistence, and recurrence of disease.
3. Public Health Nursing: Provides public health nursing services.
4. Nutrition and Dietetics: Provides services for pediatric and adult patients

including evaluation, treatment, education, prevention, and consultation including, but not limited to, medical nutritional therapy, nutritional screening and assessment, nutritional education and monitoring, supplemental feedings, consultative assistance for selected patients, and the food service that is responsible for providing patient meals and cafeteria service for patients, visitors, and employees.

5. Worksite Safety and Health Training: Provides services to improve community healthcare, including, but not limited to, CPR and first aid training, safety training, work station ergonomic assessments, substance abuse recognition training, drug and alcohol testing, health education and awareness programs, and other trainings and assessments.

D. Environmental Health Services

1. Safety/Injury Prevention: Provides for the development, implementation, on-going monitoring, and periodic review of safety and injury prevention policies and procedures at the TRIBAL Comprehensive Health Division and at its community-based services.
2. Sanitation Projects: Provides for site inspection, surveying, investigation, monitoring, oversight, assessment, maintenance, and repair of sanitation-related projects to ensure that the TRIBAL Nation complies with applicable environmental and human health and safety laws and regulations.
3. Waste and Waste Water Treatment and Disposal: Provides for the monitoring, assessment, treatment, and appropriate disposal of waste and waste water generated at the clinic and at its community-based services in accordance with applicable environmental and human health and safety laws and regulations. Provide education and ensure compliance with applicable federal, state and tribal law regarding residential trash/recycling services and waste reduction programs.
4. Environmental Health Services to the Community: Provide pet safety program to reduce animal bites, pet vaccination and spaying/neutering services. Conduct food safety classes for food service workers and inspection for food service licensing. Ensure compliance with applicable federal, state and tribal laws governing private wells, parks, swimming pools, recreational swimming waters, and restaurants. Provide education regarding lead in drinking water. Conduct healthy home assessments and elder fall prevention programs.

DI. Facilities

1. Architectural and Engineering: Includes, but is not limited to, developing, managing, and carrying out engineering-related projects for the TRIBAL Comprehensive Health Division and its physical infrastructure, and planning of new facilities and PSFAs consistent with the IHCIA, provided

that such activities shall not include actual construction of new facilities using IHS funds.

2. Resident Centered Care Community: Provides for long-term care and rehabilitation services for pediatric and adult patients, including, but not limited to, physical therapy, nursing services, nutrition and dietetics, social work services, administrative services, traditional healing, and other patient and caregiver services, as authorized and defined in the IHCIA at 25 U.S.C. § 1621d, as amended. The United States is not liable for damage, injury, or death that results from traditional health care practices.
3. Drug and Alcohol Rehabilitation and Treatment: Includes, but is not limited to, outpatient and walk-in services, individual and group therapy and counseling rooms, community-based home visits, limited Residential Treatment Services, and coordination of referral to outside services if such services are not then available at the TRIBAL Comprehensive Health Division.
4. Facilities Operation and Management: Includes, but is not limited to, performance and management of contracting activities and facility procurement, maintenance and repair of related grounds, associated physical plant equipment, security, and renovation activities, including Maintenance & Improvement (M&I) funded projects and activities, provided that such activities shall not include actual construction of new facilities using IHS funds.

F. Administration

1. Administrative Services: Includes, but is not limited to, strategic and operational program planning, financial management, grant applications and management, personnel management, and ensuring that the Executive Management Team Directors meets or exceeds the requirements of regulatory programs.
2. Business Office: Provides financial services including, but not limited to, organizing, coordinating and executing budget, grant, tribal contribution, and financial operations for the TRIBAL Comprehensive Health Division. Also includes billing which includes, but is not limited to, providing complete and accurate patient data for providers, collecting data on reimbursable expenses incurred by patients, generating bills for collection from patients and other payers (primarily Medicare, Medicaid, and private insurance), processing PRC claims, conducting utilization review, insurance verification, and collection activities.
3. Educational Programs: Includes, but is not limited to, providing training, educational services and clinical rotations established in support of the PSFAs covered by the funding agreement. Also includes providing programmatic

consultations, proctoring and training of healthcare providers from other IHS facilities, P.L. 93-638 facilities, TRIBAL Nation programs, and non-IHS and tribal facilities. Also includes engaging in, funding, carrying out, conducting or taking part in programs, projects, and services designed to improve, protect and/or restore individual, community, and public health to achieve as outcomes improvements in access to, and the quality of, healthcare and the overall health both of individuals and communities as a whole in the area served by the TRIBAL Comprehensive Health Division. Also includes engaging in, funding, carrying on, conducting or taking part in educational and training programs and courses of instruction in the field of medicine and preventive medicine and in nursing and in the regulation, diagnosis, treatment and care of diseases, disorders, maladjustments and abnormalities of the human body.

4. Housekeeping Services: Provides services including, but not limited to, waste, trash and infectious waste removal, linen management, routine and urgent cleaning for the TRIBAL Comprehensive Health Division.
5. Human Resources: Includes, but is not limited to, administering and implementing policies and procedures related to human resource programs. Includes all employee training, education and development functions for all departments and services of the TRIBAL Comprehensive Health Division.
6. Infection Control Services: Provides services including, but not limited to, management of the coordinated process to reduce the risks of endemic and epidemic nosocomial infections in patients, healthcare workers, and other employees that is accomplished through surveillance methodologies, education and reporting internally and when appropriate, to outside public health agencies.
7. Information Technology: This function includes, but is not limited to, the provision of all aspects of technical (computerized, digital) information management. The information and technology services support function provides hardware, software, and applications development and maintenance, telecommunications, remote data services, overall systems and operations management, including senior leadership level information management.
8. Medical Records: Maintains a comprehensive medical record system that is manual and/or electronic that includes, but is not limited to, record storage and retrieval, review and analysis of medical records, transcription, inpatient and outpatient data collection and management, and managing release of medical information.
9. Medical Services Administration: This function includes, but is not

limited to, providing technical and logistical management for all support services and operations for capitalized and non-capitalized equipment, vehicles, drugs, medical supplies and forms. Material support services range from management and distribution of supplies, equipment and mail, to inventory control of equipment assets.

10. Patient Registration: Registers patients for the receipt of healthcare Services at the TRIBAL Comprehensive Health Division, including, but not limited to, verifying third-party insurance and completing the necessary paperwork for patient care.
11. Travel Related to the Performance of a PSFA: To the extent authorized under the IHCIA and not inconsistent with the ISDEAA, the TRIBAL Comprehensive Health Division employees conduct official travel essential to the performance of the listed PSFAs.

G. Home and Community Based Services: The Nation shall provide home care and other community-based services to its members, as defined in the IHCIA, 25 U.S.C. § 1621d, including those that are enrolled in the State Family Care program who choose to receive services from the Nation. Home care and other community-based services, which shall be provided in support of other skilled nursing and medical services, shall provide assistance to the disabled and homebound, or bedridden in the form of: household chores, food preparation, feeding, bathing assistance, medical check-ups and medication assistance. The Nation shall provide other services that include, but are not limited to, respite, nutrition, transportation assistance, and the planning and development of additional services.