

OMAHA TRIBE OF NEBRASKA

Executive Officers

Jason Sheridan, Chairman
Jerome Hamilton, Vice-Chairman
Alan Harlan, Treasurer
Dustin Lovejoy, Secretary



Members

Galen Aldrich Sr.
Calvin Harlan
Leander Merrick

RESOLUTION NO. 25-01 OF THE OMAHA TRIBE OF NEBRASKA

RE: *P.L. 93-638 CONTRACT REQUEST FISCAL YEAR 2025 Carl T. Curtis Health Education Center.*

WHEREAS: The Omaha Tribe of Nebraska is federally recognized Indian tribe of organized under a constitution and bylaws approved by the Secretary of Interior on April 30, 1936, pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934; and

WHEREAS: pursuant to Article III, Sec.1 of the constitution of the Omaha Tribe of Nebraska, the governing body of the Omaha Tribe shall also be known as Tribal Council; and

WHEREAS: Omaha Tribal Council, pursuant to Article IV, (I)j, has the Responsibility to safeguard, promote and enforce the peace, economy, safety, law and order, and general welfare of the Tribe and the Omaha Reservation; and

WHEREAS: the Omaha Tribe has established P.L. 93-638 contracts with the INDIAN HEALTH SERVICES to provide an array of services; and

WHEREAS: the Omaha Tribe would like to continue these services so the health, welfare and safety of the Tribal members is protected an honored; and


NOW THEREFORE, BE IT FURTHER RESOLVED THAT: The Omaha Tribal Council of the Omaha Tribe of Nebraska approves the Annual Funding Agreement for FY 2024 for the OTN CTCHEC in the amount of \$16,795,197, which includes a Secretarial amount of \$14,062,501 and Contract Support Costs in the amount of \$2,732,696. See Attached Cumulative Funding Report.

CERTIFICATION

This is to certify that the foregoing resolution was considered at a duly called meeting of the Omaha Tribal Council on the 2 day of October, 2024, and was adopted by a vote of: 4 for; 0 against; 1 abstaining; with the Chairman not voting. A quorum of 5 was present.

MEMBERS VOTE:	YES	NO	ABSTAIN/ABSENT
Jason Sheridan			Absent
Jerome Hamilton			Abstain
Alan Harlan	X		
Dustin Lovejoy	X		
Galen Aldrich Sr.	X		
Calvin Harlan	X		
Leander Merrick			Absent

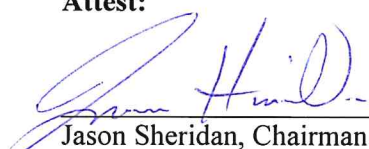
Submitted by:



 Dustin Lovejoy, Secretary
 Omaha Tribal Council

 10/2/24
 Date

Attest:



 Jason Sheridan, Chairman
 Omaha Tribal Council

per chairman

 10-2-24
 Date

Attachment 2 - Annual Funding Agreement

**Annual Funding Agreement
between
the Secretary of the
United States Department of Health and Human Services
and the
Omaha Tribe of Nebraska**

Contract Number: HHS-I-241-2023-00006 Fiscal Year (“FY”) 2025

SECTION ONE – AUTHORITY AND PURPOSE

This Annual Funding Agreement (“AFA” or “Agreement”) is executed by and between the Omaha Tribe of Nebraska (“Contractor”) and the Secretary of the Department of Health and Human Services, acting through the Indian Health Service (“IHS”), pursuant to Title I of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-638, 25 U.S.C. §§ 5301-5332 as amended, (“ISDEAA”) and is incorporated into and governed by the ISDEAA Contract Number HHS-I-241-2023-00006 (“Contract”). Pursuant to the terms of this Agreement, the Contractor is authorized to plan, conduct, operate, and administer the programs, functions, services and activities (“PFSAs”) identified in Attachment B (Scope of Work (“SOW”)) to this AFA. All terms of this Agreement shall be governed by the ISDEAA, its implementing regulations, including IHS eligibility 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 ISDEAA or as exceeding the authority granted by the ISDEAA, the provisions of the ISDEAA shall govern. The attachments listed and denoted as Attachments A (the Recurring Funding Report (“Funding Table”)) and B (the SOW) appearing at the end of this Agreement are incorporated by reference as part of this Agreement as if fully set forth herein.

SECTION TWO – EFFECTIVE DATE AND TERM

This Agreement shall be effective October 1, 2024 and shall extend through September 30, 2025.

SECTION THREE – TRIBAL PROGRAMS AND BUDGETS

The Contractor agrees to provide and be responsible for the PFSAs identified below in accordance with the Contract, this Agreement, the SOW, and the Funding Table. The Contractor agrees to provide the PFSAs identified below to IHS eligible beneficiaries in accordance with the ISDEAA, 25 U.S.C. § 1680c, 25 C.F.R. Part 900, 42 C.F.R. Part 136, and any other applicable law or regulation.

The Contractor’s PFSAs are:

- (A) Hospitals & Clinics
 - (a) Clinic services (including, but not limited to, Lab and Nutrition)

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- (B) Dental
- (C) Behavioral Health
 - (a) Mental Health
 - (b) Alcoholism/Substance Abuse
- (D) Health Education
- (E) Maternal Child Health
- (F) Community Health Representative
- (G) Public Health Nursing
- (H) Purchased Referred Care
- (I) Environmental Health Services

The Contractor reserves the right to rebudget funds with respect to allocations within the Funding Table pursuant to 25 U.S.C. § 5325(o).

SECTION FOUR – AMOUNT OF FUNDS

The total amount of funds associated with the PFSAAs provided from October 1, 2024 through September 30, 2025, pursuant to the Contract, and which the Secretary or an authorized representative shall make available to the Contractor as provided in the Contract, shall be determined as provided in this Agreement.

A. Section 106(a)(1) amount: Pursuant to 25 U.S.C. § 5325(a)(1), the Secretarial amount available to the Contractor for its Fiscal Year (FY) 2025 AFA for IHS PFSAAs assumed in whole, or part, by means of the Contract is \$14,062,501 (see Attachment A). Additional amounts may be made available through appropriate modifications to this AFA.

B. Contract Support Costs (“CSC”): CSC will be paid in accordance with 25 U.S.C. § 5325. The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid for FY2025, which represents the parties’ estimate of the Contractor’s full CSC requirement, is \$2,732,696 including \$1,210,122 for direct CSC and \$1,522,574 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, to the extent not inconsistent with the Indian Self-Determination Act, as specified in the IHS Indian Health Manual, Part 6, Chapter 3. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Contractor’s full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Contract, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109.

C. Adjustments and Increases: The funding amounts referenced in this AFA and its attachments are subject to change based upon IHS FY2025 appropriations. Within twenty (20) calendar days of receipt of advice to the Area of adjustments to the FY 2025 base, the amounts in this Agreement will be adjusted and any increases promptly paid to the Contractor in a lump sum payment. To the extent applicable, the Contractor shall be eligible for funding for new services, service increases, inflation increases, and general increases on the same basis as other ISDEAA

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Contractors. Amendments reflecting payment of these funds shall be provided to the Contractor after any such funds are added to the AFA. The Contractor retains the right to reject the addition of the funds to the AFA and return the funds to IHS.

D. Emergency Room and Inpatient Reserve: On February 28, 2024, IHS retained \$3,068,811 of prior and current years emergency room and inpatient funding to closeout undelivered orders. By June 1, 2025, IHS will transfer the remaining balance of the reserve to the Tribe through a modification. IHS may continue to hold funding in reserve past June 1, 2025, However, if there are any pending contract claims or lawsuits concerning the funding in the reserve that have yet to be resolved. In that event, IHS will only continue to reserve enough funds to cover the open disputes should they be decided against IHS. IHS will make every reasonable effort to facilitate an orderly and timely transfer of these funds to the Tribe. If there are still pending contract claims or lawsuits concerning the funding in the reserve, starting on June 1, 2025, and recurring each month thereafter, IHS will provide the Tribe an updated report on the status of undelivered orders associated with the Tribe's emergency room and inpatient PFSAs. As funds associated with the Tribe's emergency room and inpatient PFSAs become available, IHS shall pay such funds to the Tribe as soon as feasible and no later than 30 days after each report that identifies such funds as being available. The Tribe and IHS will meet as frequently as necessary, in the view of either party, to ensure timely accountability and transfer of these funds.

SECTION FIVE – METHOD OF PAYMENT

Funds shall be paid as expeditiously as practicable, in accordance with Section (b)(6) of the Contract for the PFSAs identified in this AFA. The payment for the period covered by this AFA shall be made in lump sum payments through the system utilized by the IHS.

Specifically, except as otherwise provided in this Agreement, the IHS shall provide all FY 2025 recurring funding due under this Agreement in one lump sum payment due within twenty (20) calendar days of the allotment to the Great Plains Area Office (“GPAO”) of such funds, or within ten (10) calendar days of the effective date of this Agreement, whichever is later. In the event of a Continuing Resolution, IHS will pay the Contractor its proportionate share of such funds received within (20) calendar days of the allotment to the GPAO. Competitive, formula, and other funds that require further calculation shall be paid within ten (10) calendar days of the date on which the Area Director reaches a final allocation decision following tribal consultation, or within ten (10) calendar days of the effective date of this Agreement, whichever is later. IHS shall pay to the Contractor any interest that may be due under the Prompt Payment Act 31 U.S.C. §§ 3901-3907.

SECTION SIX – SPECIAL EARMARKED PROGRAMS, SERVICES, AND FUNCTIONS

The Contractor is not authorized under this AFA to redesign, shift, or to transfer any of the funding for any PFSAs which are subject to special restrictions imposed by Congress.

SECTION SEVEN – REPORTS

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Pursuant to the Single Audit Act, as amended, 31 U.S.C. §§ 7501–7506, the ISDEAA, 25 U.S.C. § 5305(f)(1) and 45 C.F.R. Part 75, the Contractor shall provide to the Federal Audit Clearinghouse and National External Audit Review (or their successors), its annual Single Agency Audit Report (formerly known as A-133 Audit). The Contractor shall provide such other reports as agreed upon by the parties from time to time. A SF-425 – Federal Financial Report shall be submitted to IHS within thirty (30) days after the close of each fiscal quarter, except for the fourth quarter, which will be submitted within ninety (90) days after the close of the federal fiscal year. A brief annual narrative report will be submitted to IHS within ninety (90) days after the end of the contract year. 25 U.S.C. § 5305(f)(2), 25 C.F.R. § 900.65.

SECTION EIGHT – RECORDS

The records generated and maintained by the Contractor 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 the Health Insurance Portability and Accountability Act, 45 C.F.R. Parts 160 and 164, 42 C.F.R. Part 2, and the American Recovery and Reinvestment Act of 2009; and

B. **Patient Records Storage:** Pursuant to Section 25 U.S.C. § 5324(o) of the ISDEAA, the patient records generated by the Contractor shall, at the option of the Contractor, be deemed to be federal records for the limited purpose of making such records eligible for storage by Federal Records Centers to the same extent and in the same manner as other Department of Health and Human Services patient records.

C. **Maintenance of Records:** Pursuant to 25 U.S.C. § 5305, each recipient of federal financial assistance shall keep such records as the appropriate Secretary shall prescribe by regulation promulgated under Sections 552 and 553 of Title 5, including records which fully disclose the amount and disposition by such recipient of the proceeds of such assistance, the cost of the project or undertaking in connection with which such assistance is given or used, the amount of that portion of the cost of the project or undertaking supplied by other sources, and such other information as will facilitate an effective audit. These records shall consist of quarterly financial statements for the purpose of accounting for Federal funds, the annual single-agency audit required by chapter 75 of title 31 and a brief annual program report.

SECTION NINE – SUCCESSOR ANNUAL FUNDING AGREEMENTS

As provided in subsection (b)(14) of the Contract, negotiations for a successor AFA shall begin no later than 120 days prior to the conclusion of the preceding AFA. IHS review of successor funding agreements is described in 25 C.F.R. §§ 900.32 and 900.33. The amount of funds required to be provided by 25 U.S.C. § 5325(a)(1) for each successor AFA, which is subject to the availability of appropriations, shall only be reduced in compliance with the requirements of 25 U.S.C. § 5325(b).

SECTION TEN – AMENDMENT OR MODIFICATION OF THIS AGREEMENT

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- A. Form of Amendments: Except as otherwise provided in this AFA, the Contract, or by applicable law, any modifications to this AFA shall be in the form of a written amendment and signed by both the Contractor and the IHS.
- B. Amendment to Add Additional Programs: The Contractor reserves the right to identify other PFSAs that it wishes to include in this Agreement by amendment during the term of this Agreement. If the Contractor's proposal(s) to include additional PFSAs is approved by IHS, this Agreement will be amended to include such PFSAs.
- C. Funding Increases: Written consent of the Contractor shall not be required for issuing amendments which result from increases in actual appropriation levels for PFSAs identified in this AFA. Amendments reflecting payment of these funds shall be provided to the Contractor within ten (10) working days after any such funds are added to the AFA. If the Contractor does not agree with the amounts, it retains the right to reject the addition of the funds to the AFA and return the funds to IHS.
- D. Non-Recurring Funds: Non-recurring funds are funds that are transferred to the Contractor on a one-time basis to support the existing scope of work. These funds are designated as "non-recurring"/"NR"/etc. on Attachment A. Pursuant to section (e)(2)(B) of the Contract, non-recurring funds may be added unilaterally by IHS.

SECTION ELEVEN – BUYBACK IHS SERVICES, RESOURCES, SUPPLIES, FUNCTIONS, AND PROGRAMS.

The Contractor may choose to purchase from the IHS any goods and services transferred from the IHS to the Contractor under the Contract and this Agreement. The IHS, if it has the capacity to do so, will provide any such goods and services to the Tribe on a reimbursable basis, including payment in advance with subsequent adjustment. The terms of any such buyback arrangement will be negotiated in a buyback agreement.

SECTION TWELVE – FEDERAL TORT CLAIMS ACT

- (1) **Generally.** For purposes of Federal Tort Claims Act ("FTCA") coverage, the Contractor is deemed to be part of the Public Health Service in the Department of Health and Human Services and its employees (including individuals performing personal services contracts with the Contractor to provide health care services) are deemed to be employees of the Federal government while performing work under this AFA. This status is not changed by the source of the funds used by the Contractor to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Contractor. Under this AFA, the Contractor's employees may be required as a condition of employment to provide health services to non-IHS beneficiaries to meet the obligations associated with this AFA.

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These services may be provided in the Contractor's facilities or in non-Contractor facilities. The employees' status for FTCA purposes is not affected.

In addition, no reference to collaboration, coordination, or other interaction with a federal, state, or local government, university or other school, or private agency is intended to extend, nor does it have the effect of extending, FTCA coverage to such other entity.

(2) **Traditional Medicine.** Although the Contractor may engage in traditional health care practices, pursuant 25 U.S.C. § 1680u, the United States is not liable for any provision of traditional health care practices that results in damage, injury, or death to a patient.

(3) **Tribal Officials.** The IHS and Contractor agree that Tribal Officials are a substantial part of carrying out the AFA and further agree that a claim against Tribal Officials in their official capacity as the legal representative of the Contractor, which arises from the Contractor's administrative duties with respect to this AFA, may be an action against the Contractor.

(4) **Case-by-Case Determination.** IHS does not determine the scope of coverage under the FTCA. The Contractor understands that whether the FTCA applies in any particular case is decided on an individual case-by-case basis by the United States Department of Justice and subsequently by the Federal Courts.

(5) **Records.** Should the FTCA apply to a claim against or in litigation involving the Contractor's employees, the Contractor will promptly provide all documents necessary for the defense of such case. All such documents, and any related documents, shall be preserved throughout the pendency of the claim, case, and all appeals.

(6) **Insurance.** The Contractor may, without approval of the Secretary, expend funds provided under this AFA to purchase insurance and indemnification, including insurance covering the risk of loss of or damage to property used in connection with this AFA without regard to the ownership of such property, to the extent that the expenditure of the funds is supportive of the PSFAs carried out by the Contractor under this AFA.

SECTION THIRTEEN- LICENSING

In carrying out its Contract and the PSFAs identified in the SOW, the Contractor will ensure that all PFSA's are provided in accordance with sections 221 and 706 of the IHCA. 25 U.S.C. § § 1621t, 1665e.

The Contractor's health program employees shall be exempt from payment of licensing, registration, and any other fees imposed by a Federal agency to the same extent that officers of the Public Health Service Commissioned Corps and other employees of the IHS are exempt from such fees. 25 U.S.C. § 1616q

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SECTION FOURTEEN – PURCHASED AND REFERRED CARE

Eligible IHS beneficiaries who receive purchased and referred care (“PRC”) services authorized by the Contractor are not liable for the payment of any charges or costs arising from the provision of such services. The Contractor agrees to be bound by 42 C.F.R. Part 136, subpart I in the administration and provision of PRC services carried out under this Agreement. The Contractor opts in to 42 C.F.R. Part 136, subpart I for the purpose of securing Medicare-Like Rates.

SECTION FIFTEEN – TRADITIONAL HEALTH CARE PRACTICES

The Contractor is permitted to employ traditional health care practices and practitioners, and does so from time to time as circumstances warrant, but per 25 U.S.C. § 1680u, as amended, the United States is not liable for any provision of traditional health care practices that results in damage, injury or death to a patient.

SECTION SIXTEEN – BACKGROUND CHECKS

The Contractor shall: (1) verify that all health care providers are appropriately licensed and credentialed; and (2) conduct background check(s) and fingerprinting of employees, contractors, and patient care providers as required by applicable law (including but not limited to 25 U.S.C. §§ 3207 and 1647a(b); 42 C.F.R. §§ 136.401 to 136.418) and in accordance with the policies and procedures of the Contractor.

Once the Contractor becomes aware that an individual does not meet the requirements as stated above, or the Contractor has obtained information that reasonably indicates that a health care provider is not qualified to provide clinical services, it will immediately address these concerns.

If IHS becomes aware that the Contractor is not satisfying the above requirements, IHS will notify the Contractor. Upon receipt of that notification, the Contractor agrees it will respond, in writing, to IHS within seven (7) days verifying its compliance with applicable law.

SECTION SEVENTEEN – LEASE

The parties have negotiated and entered into the following lease to carry out PFSAs under this agreement pursuant to section 105(l) of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §5324(l):

Lease Number: IHS-OTON-2020-225 Carl T. Curtis Health Education Center, 100 Indian Hills Drive, Macy, Nebraska 68039.

Lease Number: IHS-OTON-2022-427 Alcohol Treatment Program, 575 Indian Hills Drive, Macy, NE 68039.

Except as otherwise provided under this agreement, funds due to the Omaha Tribe of Nebraska pursuant to the lease constitute full, reasonable, and non-duplicative compensation for the use of

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the facilities and no additional compensation is due for that purpose. Subsequent lease negotiations shall be controlled by the terms of the relevant lease, a copy of which is attached to this Annual Funding Agreement.

SECTION EIGHTEEN – ATTACHMENTS

A. Scope of Work: The SOW is hereby incorporated in its entirety in this AFA as Attachment B.

B. Funding Table: The Funding Table is hereby incorporated in its entirety in this AFA as Attachment A.

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**Omaha Tribe of Nebraska
CONTRACTOR**

DATED THIS _____ DAY OF _____, YEAR 2024

BY: _____
Jason Sheridan, Chairman
Omaha Tribe of Nebraska

**Department of Health and Human Services
INDIAN HEALTH SERVICE**

DATED THIS _____ DAY OF _____, YEAR 2024

BY: _____
Joe Amiotte, Area Director
Great Plains Area Indian Health Service

Attachment B to the Annual Funding Agreement

SCOPE OF WORK

PREAMBLE

The Omaha Tribe of Nebraska ("Contractor") Carl T. Curtis Health Education Center (CTCHEC) shall administer the programs described herein to all eligible beneficiaries in accordance with 42 C.F.R. Part 136. The target population for this contract is eligible Native Americans living on or near the Omaha Indian Reservation consisting of Thurston, Monona, and Burt, Cuming, and Wayne counties. Services are provided in various locations as listed in Exhibit 1.

The Contractor is committed to and will provide quality health services to meet standards the Contractor believes to be appropriate and applicable to the delivery of the health services identified below. The Contractor's services consist of:

- Comprehensive Ambulatory and Acute Medical Care;
- Dental Health;
- Community Health Outreach, including Public Health Nursing, Health Education, and Community Health Representative (CHR) programs;
- Environmental Health;
- Elder Care and Dialysis;
- Behavioral Health and Alcohol/Substance Use Programs; and
- Purchased/Referred Care.

Additionally, by Council Resolution 98-109, the Contractor receives its shares of Indian Health Service Headquarters and Great Plains Area Office funds.

SCOPE OF SERVICES

I. Ambulatory and Acute Medical Care

CTCHEC 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 CTCHEC include the coordination of referrals to outside services not available at the clinic. Services provided include:

1. Family Health: Provides outpatient medical care for pediatric, adolescent and adult patients, which includes 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, Nutritional Therapy, Endocrine and Metabolic and Nutritional Disorders.
2. Maternal and Child Health: Prenatal and postpartum care and education, STD prevention, family planning, and case management.

3. Urgent Care: Provides acute care services and initiates basic life support treatment in the care of any emergency/traumatized patient, arranging for transfer to a facility with a higher level of care as needed.
4. 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 dialysis services provided by dialysis unit located at the Tribe's clinic locations, and physical fitness training related to diabetes treatment and prevention services
5. Dietary Services: Provides diet manuals and dietary services including meal planning, provision, and delivery of meals for residents.
6. 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.
7. Laboratory Services: Provides a full range of laboratory services including, but not limited to, chemistry, hematology, urinalysis diagnostics, pathology and other supporting tests, coordination of referral to outside reference lab in support of patient diagnosis and treatment.
8. Radiology Services: Provides outpatient services for pediatric, adolescent and adult patients, which includes, but is not limited to, providing diagnostic examinations that include general radiography, and the coordination of referral to outside services not available at the CTCHEC.
9. Pharmacy: Provides pharmaceutical services including, but not limited to, prescribing therapies, recommending therapies, dispensing medications, drug utilization review and monitoring of medication treatment plans. Providing prescription medication education.
10. Ambulance Services: Provides stabilizing treatment and emergency transportation on the Omaha Reservation.
11. Facilities Operation and Maintenance: Provides security, housekeeping, supply management, building maintenance, and other services necessary to operate and maintain a safe, sanitary, and secure facility.
12. Quality Assurance: Ensures quality, patient-centered services and maintains compliance within the scope of work.
13. Telemedicine Services: Provides outpatient services for pediatric, adolescent 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. Tele-radiology services are also supported to provide interpretation of diagnostic images with contract providers.
14. Traditional Healing: Provides services including, but not limited to, traditional Omaha 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.

II. Dental Health

Treatment services under this contract include those provided by a licensed dental provider for dental, clinical, and preventative care. Services include:

1. Routine Services: Examinations, prophies, fluoride treatments, sealants, restorations, uncomplicated endodontic, periodontal, surgical, orthodontic, prosthetic, and Silver Nitrate treatments.
2. Emergency Services: Treatment for pain relief, acute infection, and immediate care of traumatic injuries to the oral and related facial structures.
3. Dental Health Promotion: Oral hygiene outreach and education.
4. Referrals: Referral to outside providers when needed if funds are available through the Purchase/Referred care program.

III. Community Health Outreach

A. Public Health Nursing

Public Health Nursing (PHN) services provided under this contract address health promotion and disease prevention by identifying individual, family, and community health needs; implementing health planning based on individual and family care plans and community profiles; maintaining and improving the delivery of preventive services; and assessing health and health care needs, prevention of illness, injury disability, and premature death.

Services include:

1. General PHN: Addressing communicable diseases; chronic disease case management; school health; elder health; primary and secondary prevention; community health development; partnerships and collaboration for disaster and emergency preparedness, injury prevention, and child health, including high risk infants, infants and preschool children, school-age children, and children with special needs.
2. Vaccination: Administration of influenza and other vaccines.
3. Podiatry: Follow-up with chronic and other foot problems.

B. Health Education

Services under this contract include health education services to educate and empower the community with regard to health issues.

Services include:

1. Community Health Organization: Leadership development; disease prevention and control; injury prevention and control; substance abuse education; self-help education; and tobacco cessation.
2. School Health Education Services: Coordination of youth health committees and awareness campaigns; assisting and coordinating school health activities; recruiting and referring to health clinic.
3. Patient Education: Health education communications; home visits and follow-up.
4. Staff Support: Administrative assignments; implementing and coordinating health promotion campaigns and programs; in-service training and health fairs.

C. Community Health Representatives

The Community Health Representative (CHR) Program includes activities designed to provide quality outreach regarding health care services, health promotion, and disease prevention. CHRs provide community-oriented primary care services, including traditional Native concepts in multiple settings, using community-based, well-trained, medically guided paraprofessional health care workers.

Services include: health education and counseling; monitoring clients/community; case management/coordination; emergency care; health promotion; disease prevention; transportation/delivery on or near the reservation; translation/interpretation; non-emergency care; optometry; diabetes management; and ENT clinic.

IV. Environmental Health

Environmental Health services include:

1. Epidemiological investigations: Assist in limiting spread and controlling incidence of infective and parasitic diseases.
2. Injury prevention: Reduce injuries and deaths by implementing environmental health activities.
3. Institutional & residential environmental health and safety: Conduct comprehensive institutional environmental health surveys at community institutions and businesses.
4. Celebration sanitation: Promote environmental health conditions and practices at celebrations and other community events.
5. Recreational sanitation: Assure optimum environmental conditions in tribally owned, leased, or operated recreational facilities.
6. Food services: Minimize food borne illness through proper sanitation and food safety practices.
7. Industrial health & safety: Assure work environments are free from harmful factors and hazardous conditions and provide safety planning, training and inspections.
8. Vector control: Minimize introduction and spread of vector borne diseases.

9. Emergency-disaster situations: Minimize adverse health effects of floods, fires, storms, and other disasters.
10. Waste disposal: Ensure collection and proper disposal of wastes.
11. Air sampling: Partner with Omaha Tribe EPA to protect community through a referrals system to EPA and monitor testing of carbon monoxide and radon.
12. Water supply: Evaluate and assess water supplies, and coordinate efforts with EPA and IHS.
13. Biomedical standards: Ensure compliance with biomedical standards, coordinating with the Great Plains Area Clinical Engineering Services Program.

V. Nursing Home Services

Nursing home services include medical, nursing, and related services with an emphasis on rehabilitative and restorative nursing to promote individuals to the highest possible mental and physical capacity. The Nursing Home provides a home-like atmosphere that incorporates cultural and traditional beliefs and activities.

Services include: physician services; nursing services; rehabilitation and restorative services; pharmaceutical services; diagnostic services; dental services; social services; nursing home activities; optometry; podiatry; plan of care development and management; transfer support and services; nutrition services; and telemedicine services.

VI. Behavioral Health and Alcohol/Substance Use Programs

A. Behavioral Health

The Omaha Behavioral Health Program provides quality, accessible direct and indirect mental health services to eligible persons.

Services include:

1. Direct care: Outpatient therapeutic services provided by appropriate licensed or recognized professionals, including mental health therapists, social workers, psychologists, and psychiatrists.
2. Community care: Identification of social problems and community needs; education of and coordination with tribal administration to respond to needs; development of recommendations and proposals to address needs; collaboration with existing community programs; and provision of social services based on needs and treatment plans.
3. Support services: Transportation, community resource coordination, volunteer services, continuum of care and follow-up services, and other services to assist in meeting behavioral health needs.
4. Managerial and administrative: Administration and supervision of programs, budgets, intake approval, client files, and appointment scheduling.

B. Alcohol and Substance Use

The UMO^ŃHO^Ń NITA-GAXA TEGA MO^ŃTHI “NEW WAY OF LIFE” ALCOHOL PROGRAM (UAP) incorporates intervention, prevention, and culturally relevant treatment activities to support and create behavior change within the client, their families, and their community in order to live a healthier, alcohol and drug free lifestyle.

Services include:

1. Coordination of social services: Services are coordinated, as needed, with Omaha Tribal Court, Omaha Child & Family Services, schools, and other social, medical, and behavioral services.
2. Pre-treatment services: Screening, assessments, and recommendations as well as pre-treatment groups offered while awaiting treatment.
3. Intensive outpatient treatment: Evidence-based approaches, cognitive behavioral therapy, twelve-step facilitation, and individual/crisis therapy is provided along with specialized cultural/traditional activities.
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5. Halfway house: Based on Client treatment plan and individual needs, these services are available to support client sobriety goals and preventative treatment during stay.

VII. Purchased/Referred Care

Authorizes funds within established medical priorities services provided by non-IHS or non-tribal providers and facilities. Access by qualified beneficiaries to PRC may be obtained only by authorization of CTCHEC staff that have 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 a CTCHEC 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.

Attachment B
Cumulative Funding Report
Tribe: Omaha Tribe of Nebraska

AFA # HHSI241202300001 FY: 2025 Date: 9/27/24

SUB SUB ACTIVITY	PROGRAM			AREA OFFICE			HEADQUARTERS			TOTALS		
	AFA Amount	Retained Services	Pgm Total Amount to Be Rec'd	AFA Amount	Retained Services	Area Total Amount to Be Rec'd	AFA Amount	Retained Services	HQ Total Amount to Be Rec'd	AFA Amount	Retained Services	AFA Total Amount to Be Rec'd
Hospitals & Clinics	\$7,535,420	\$0	\$7,535,420	\$445,066	\$0	\$445,066	\$140,410	(\$86,931)	\$53,479	\$8,120,896	(\$86,931)	\$8,033,965
Dental	\$336,199	\$0	\$336,199	\$14,741	\$0	\$14,741	\$3,461	\$0	\$3,461	\$354,401	\$0	\$354,401
Mental Health	\$454,970	\$0	\$454,970	\$22,458	\$0	\$22,458	\$8,101	\$0	\$8,101	\$485,529	\$0	\$485,529
Alcohol and Substance Abuse	\$338,825	\$0	\$338,825	\$24,783	\$0	\$24,783	\$8,766	\$0	\$8,766	\$372,374	\$0	\$372,374
Public Health Nursing	\$1,081,496	\$0	\$1,081,496	\$1,030	\$0	\$1,030	\$3,606	\$0	\$3,606	\$1,086,132	\$0	\$1,086,132
Health Education	\$184,152	\$0	\$184,152	\$0	\$0	\$0	\$3,066	\$0	\$3,066	\$187,218	\$0	\$187,218
Community Health Reps	\$275,003	\$0	\$275,003	\$0	\$0	\$0	\$6,491	\$0	\$6,491	\$281,494	\$0	\$281,494
Direct Operations	\$765	\$0	\$765	\$96,203	\$0	\$96,203	\$42,670	(\$6,844)	\$35,826	\$139,638	(\$6,844)	\$132,794
TOTAL, Services (Annual)	\$10,206,830	\$0	\$10,206,830	\$604,281	\$0	\$604,281	\$216,571	(\$93,775)	\$122,796	\$1,027,682	(\$93,775)	\$10,933,907
Purchased Referred Care	\$2,840,169	\$0	\$2,840,169	\$0	\$0	\$0	\$8,305	\$0	\$8,305	\$2,848,474	\$0	\$2,848,474
Total, No-Year Funds	\$2,840,169	\$0	\$2,840,169	\$0	\$0	\$0	\$8,305	\$0	\$8,305	\$2,848,474	\$0	\$2,848,474
Environmental Health Support	\$80,812	\$0	\$80,812	\$0	\$0	\$0	\$0	\$0	\$0	\$80,812	\$0	\$80,812
Maintenance and Improvement	\$162,878	\$0	\$162,878	\$0	\$0	\$0	\$0	\$0	\$0	\$162,878	\$0	\$162,878
Equipment	\$36,430	\$0	\$36,430	\$0	\$0	\$0	\$0	\$0	\$0	\$36,430	\$0	\$36,430
Total, Facilities	\$280,120	\$0	\$280,120	\$0	\$0	\$0	\$0	\$0	\$0	\$280,120	\$0	\$280,120
FY 25 CSC - Direct	\$1,210,122	\$0	\$1,210,122	\$0	\$0	\$0	\$0	\$0	\$0	\$1,210,122	\$0	\$1,210,122
FY 25 CSC - Indirect	\$1,522,574	\$0	\$1,522,574	\$0	\$0	\$0	\$0	\$0	\$0	\$1,522,574	\$0	\$1,522,574
TOTAL, FY 22 CSC	\$2,732,696	\$0	\$2,732,696	\$0	\$0	\$0	\$0	\$0	\$0	\$2,732,696	\$0	\$2,732,696
GRAND TOTAL, AFA	\$16,059,815	\$0	\$16,059,815	\$604,281	\$0	\$604,281	\$224,876	(\$93,775)	\$131,101	\$16,888,972	(\$93,775)	\$16,795,197

Attachment B to the Annual Funding Agreement

SCOPE OF WORK

PREAMBLE

The Omaha Tribe of Nebraska ("Contractor") Carl T. Curtis Health Education Center (CTCHEC) shall administer the programs described herein to all eligible beneficiaries in accordance with 42 C.F.R. Part 136. The target population for this contract is eligible Native Americans living on or near the Omaha Indian Reservation consisting of Thurston, Monona, and Burt, Cuming, and Wayne counties. Services are provided in various locations as listed in Exhibit 1.

The Contractor is committed to and will provide quality health services to meet standards the Contractor believes to be appropriate and applicable to the delivery of the health services identified below. The Contractor's services consist of:

- Comprehensive Ambulatory and Acute Medical Care;
- Dental Health;
- Community Health Outreach, including Public Health Nursing, Health Education, and Community Health Representative (CHR) programs;
- Environmental Health;
- Elder Care and Dialysis;
- Behavioral Health and Alcohol/Substance Use Programs; and
- Purchased/Referred Care.

Additionally, by Council Resolution 98-109, the Contractor receives its shares of Indian Health Service Headquarters and Great Plains Area Office funds.

SCOPE OF SERVICES

I. Ambulatory and Acute Medical Care

CTCHEC 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 CTCHEC include the coordination of referrals to outside services not available at the clinic. Services provided include:

1. Family Health: Provides outpatient medical care for pediatric, adolescent and adult patients, which includes 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, Nutritional Therapy, Endocrine and Metabolic and Nutritional Disorders.
2. Maternal and Child Health: Prenatal and postpartum care and education, STD prevention, family planning, and case management.

3. Urgent Care: Provides acute care services and initiates basic life support treatment in the care of any emergency/traumatized patient, arranging for transfer to a facility with a higher level of care as needed.
4. 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 dialysis services provided by dialysis unit located at the Tribe's clinic locations, and physical fitness training related to diabetes treatment and prevention services
5. Dietary Services: Provides diet manuals and dietary services including meal planning, provision, and delivery of meals for residents.
6. 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.
7. Laboratory Services: Provides a full range of laboratory services including, but not limited to, chemistry, hematology, urinalysis diagnostics, pathology and other supporting tests, coordination of referral to outside reference lab in support of patient diagnosis and treatment.
8. Radiology Services: Provides outpatient services for pediatric, adolescent and adult patients, which includes, but is not limited to, providing diagnostic examinations that include general radiography, and the coordination of referral to outside services not available at the CTCHEC.
9. Pharmacy: Provides pharmaceutical services including, but not limited to, prescribing therapies, recommending therapies, dispensing medications, drug utilization review and monitoring of medication treatment plans. Providing prescription medication education.
10. Ambulance Services: Provides stabilizing treatment and emergency transportation on the Omaha Reservation.
11. Facilities Operation and Maintenance: Provides security, housekeeping, supply management, building maintenance, and other services necessary to operate and maintain a safe, sanitary, and secure facility.
12. Quality Assurance: Ensures quality, patient-centered services and maintains compliance within the scope of work.
13. Telemedicine Services: Provides outpatient services for pediatric, adolescent 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. Tele-radiology services are also supported to provide interpretation of diagnostic images with contract providers.
14. Traditional Healing: Provides services including, but not limited to, traditional Omaha 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.

II. Dental Health

Treatment services under this contract include those provided by a licensed dental provider for dental, clinical, and preventative care. Services include:

1. Routine Services: Examinations, prophies, fluoride treatments, sealants, restorations, uncomplicated endodontic, periodontal, surgical, orthodontic, prosthetic, and Silver Nitrate treatments.
2. Emergency Services: Treatment for pain relief, acute infection, and immediate care of traumatic injuries to the oral and related facial structures.
3. Dental Health Promotion: Oral hygiene outreach and education.
4. Referrals: Referral to outside providers when needed if funds are available through the Purchase/Referred care program.

III. Community Health Outreach

A. Public Health Nursing

Public Health Nursing (PHN) services provided under this contract address health promotion and disease prevention by identifying individual, family, and community health needs; implementing health planning based on individual and family care plans and community profiles; maintaining and improving the delivery of preventive services; and assessing health and health care needs, prevention of illness, injury disability, and premature death.

Services include:

1. General PHN: Addressing communicable diseases; chronic disease case management; school health; elder health; primary and secondary prevention; community health development; partnerships and collaboration for disaster and emergency preparedness, injury prevention, and child health, including high risk infants, infants and preschool children, school-age children, and children with special needs.
2. Vaccination: Administration of influenza and other vaccines.
3. Podiatry: Follow-up with chronic and other foot problems.

B. Health Education

Services under this contract include health education services to educate and empower the community with regard to health issues.

Services include:

1. Community Health Organization: Leadership development; disease prevention and control; injury prevention and control; substance abuse education; self-help education; and tobacco cessation.
2. School Health Education Services: Coordination of youth health committees and awareness campaigns; assisting and coordinating school health activities; recruiting and referring to health clinic.
3. Patient Education: Health education communications; home visits and follow-up.
4. Staff Support: Administrative assignments; implementing and coordinating health promotion campaigns and programs; in-service training and health fairs.

C. Community Health Representatives

The Community Health Representative (CHR) Program includes activities designed to provide quality outreach regarding health care services, health promotion, and disease prevention. CHRs provide community-oriented primary care services, including traditional Native concepts in multiple settings, using community-based, well-trained, medically guided paraprofessional health care workers.

Services include: health education and counseling; monitoring clients/community; case management/coordination; emergency care; health promotion; disease prevention; transportation/delivery on or near the reservation; translation/interpretation; non-emergency care; optometry; diabetes management; and ENT clinic.

IV. Environmental Health

Environmental Health services include:

1. Epidemiological investigations: Assist in limiting spread and controlling incidence of infective and parasitic diseases.
2. Injury prevention: Reduce injuries and deaths by implementing environmental health activities.
3. Institutional & residential environmental health and safety: Conduct comprehensive institutional environmental health surveys at community institutions and businesses.
4. Celebration sanitation: Promote environmental health conditions and practices at celebrations and other community events.
5. Recreational sanitation: Assure optimum environmental conditions in tribally owned, leased, or operated recreational facilities.
6. Food services: Minimize food borne illness through proper sanitation and food safety practices.
7. Industrial health & safety: Assure work environments are free from harmful factors and hazardous conditions and provide safety planning, training and inspections.
8. Vector control: Minimize introduction and spread of vector borne diseases.

9. Emergency-disaster situations: Minimize adverse health effects of floods, fires, storms, and other disasters.
10. Waste disposal: Ensure collection and proper disposal of wastes.
11. Air sampling: Partner with Omaha Tribe EPA to protect community through a referrals system to EPA and monitor testing of carbon monoxide and radon.
12. Water supply: Evaluate and assess water supplies, and coordinate efforts with EPA and IHS.
13. Biomedical standards: Ensure compliance with biomedical standards, coordinating with the Great Plains Area Clinical Engineering Services Program.

V. Nursing Home Services

Nursing home services include medical, nursing, and related services with an emphasis on rehabilitative and restorative nursing to promote individuals to the highest possible mental and physical capacity. The Nursing Home provides a home-like atmosphere that incorporates cultural and traditional beliefs and activities.

Services include: physician services; nursing services; rehabilitation and restorative services; pharmaceutical services; diagnostic services; dental services; social services; nursing home activities; optometry; podiatry; plan of care development and management; transfer support and services; nutrition services; and telemedicine services.

VI. Behavioral Health and Alcohol/Substance Use Programs

A. Behavioral Health

The Omaha Behavioral Health Program provides quality, accessible direct and indirect mental health services to eligible persons.

Services include:

1. Direct care: Outpatient therapeutic services provided by appropriate licensed or recognized professionals, including mental health therapists, social workers, psychologists, and psychiatrists.
2. Community care: Identification of social problems and community needs; education of and coordination with tribal administration to respond to needs; development of recommendations and proposals to address needs; collaboration with existing community programs; and provision of social services based on needs and treatment plans.
3. Support services: Transportation, community resource coordination, volunteer services, continuum of care and follow-up services, and other services to assist in meeting behavioral health needs.
4. Managerial and administrative: Administration and supervision of programs, budgets, intake approval, client files, and appointment scheduling.

B. Alcohol and Substance Use

The UMO^NHO^N NITA-GAXA TEGA MO^NTHI “NEW WAY OF LIFE” ALCOHOL PROGRAM (UAP) incorporates intervention, prevention, and culturally relevant treatment activities to support and create behavior change within the client, their families, and their community in order to live a healthier, alcohol and drug free lifestyle.

Services include:

1. Coordination of social services: Services are coordinated, as needed, with Omaha Tribal Court, Omaha Child & Family Services, schools, and other social, medical, and behavioral services.
2. Pre-treatment services: Screening, assessments, and recommendations as well as pre-treatment groups offered while awaiting treatment.
3. Intensive outpatient treatment: Evidence-based approaches, cognitive behavioral therapy, twelve-step facilitation, and individual/crisis therapy is provided along with specialized cultural/traditional activities.
4. Education and outreach: Prevention, community education, and special awareness group activities to support abstinence and wellness.
5. Halfway house: Based on Client treatment plan and individual needs, these services are available to support client sobriety goals and preventative treatment during stay.

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