

**ROSEBUD SIOUX TRIBE
RESOLUTION NO. 2023-143**

WHEREAS, the Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and all pertinent amendments thereof; and

WHEREAS, the Rosebud Sioux Tribe is governed by a Tribal Council made up of elected representatives who act in accordance with the powers granted by its Constitution and By-laws; and

WHEREAS, the Rosebud Sioux Tribal Council is authorized to promulgate and enforce ordinances for the maintenance of law and order and to safeguard the peace and morals, and general welfare of the Tribe, pursuant to the Rosebud Sioux Tribe Constitution and By-laws, Article I, Sections 1 (k), and (m); and

WHEREAS, the Rosebud Sioux Tribe has decided to pursue entering into an agreement with the Indian Health Service (I.H.S) under a Title V Compact under the Indian Self-Determination Education Assistance Act (ISDEAA) 25 U.S.C. § 458aaa et seq. 42 C.F.R. § 137 et seq.; and

WHEREAS, to facilitate the initial step toward Title V Compacting, the Rosebud Sioux Tribe has chosen to create a chartered tribal entity, entitled the Sicangu Oyate Health System (charter attached), to function as an instrumentality of the Tribe; and

WHEREAS, this action is authorized by the Rosebud Sioux Tribe Constitution and the Rosebud Law & Order Code Title 15 Chapter 4

THEREFORE BE IT RESOLVED, the Rosebud Sioux Tribal Council adopts and accepts the creation of a chartered entity, the Sicangu Oyate Health System; and

BE IT FURTHER RESOLVED, the President of the Rosebud Sioux Tribe is authorized and directed to sign and execute the acceptance of the Sicangu Oyate Health System charter and any other documents on behalf of the Rosebud Sioux Tribe.

C E R T I F I C A T I O N

This is to certify that the above Resolution No. 2023-143 was duly passed by the Rosebud Sioux Tribal Council in session on May 17, 2023 by a vote of ten (10) in favor, zero (0) opposed and one (1) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

ATTEST:



Nicole Marshall

Nicole Marshall, Secretary
Rosebud Sioux Tribe



Scott Herman

Scott Herman, President
Rosebud Sioux Tribe

[FINAL DRAFT V 1.0]

CHARTER OF SICANGU OYATE HEALTH SYSTEM

A Tribal Board of the Rosebud Sioux Tribe

[authorized by RST Ordinance **-***]

Article I

GENERAL

Purpose: This charter establishes the Sicangu Oyate Health System as a **chartered tribal entity, functioning as an instrumentality of the tribe**, to conduct the health and healthcare service delivery and healthcare development affairs of the Rosebud Sioux Tribe of South Dakota. The fundamental goals of the Board are to manage healthcare organizations and operations and develop a comprehensive healthcare system for tribal members

Amendments : This charter may be amended by the Tribal Council only upon the vote of two-thirds (2/3) of the entire Council

Laws to Apply : The creation of this charter is authorized and governed by the Rosebud Law & Order Code, Title 15-4. This charter and the laws of the Rosebud Sioux Tribe shall apply in the resolution of all disputes that result from the activities of this entity unless otherwise prohibited by federal law. The Rosebud Sioux Tribal Court shall have jurisdiction to decide all questions with respect to the status of the tribal entity pursuant to the sovereign powers of the Rosebud Sioux Tribe

Legal Identity : This charter establishes this entity as a distinct legal entity acting as an instrumentality of the Tribe. The Sicangu Oyate Health System is deemed to be a subordinate arm of the government of the Rosebud Sioux Tribe and is entitled to all of the privileges and immunities of the Rosebud Sioux Tribe.

Article II

IDENTITY

Name: The official name of the Tribal Board shall be the "Sicangu Oyate Health System"

Place of Business: The principal place of business of the Sicangu Oyate Health System shall be on the Rosebud Sioux Indian Reservation

Definitions :

- 1) Tribe : "Tribe" means the Rosebud Sioux Tribe
- 2) Council: "Council" means the Rosebud Sioux Tribal Council
- 3) Reservation: "Reservation" means the Rosebud Sioux Indian Reservation
- 4) Board: "Board" means the board of directors of the Sicangu Oyate Health System
- 5) Members: "Members" means members of the board of the Sicangu Oyate Health System
- 6) Enterprises: "Enterprises" means a business or other healthcare service entity or activity approved by the Sicangu Oyate Health System

Article III

PURPOSE AND OBJECTIVES

The purpose and objectives of Sicangu Oyate Health System are:

- a) Establish and support a relative-focused, spiritually adaptive, and easily accessible healthcare system whose foundation is built on sacred Lakota virtues
- b) Manage any health or healthcare service Enterprises that provide services to tribal members
- c) Manage any public health Enterprises that support public health within the Reservation or that provide public health services to tribal members
- d) Manage contracts with private healthcare organizations that provide services to tribal members
- e) Administer and manage any healthcare contracts, compacts, and funding agreements between the Tribe and the United States for the purposes of operating Indian Health Service programs, services, functions, and activities pursuant to the authority of the Indian Self-Determination and Education Assistance Act (Public Law No. 93-638)
- f) Assess and monitor population health status of the Reservation using evaluation tools such as community needs and assets assessments
- g) Administer and oversee a health and human subjects research review board for the purposes of reviewing and approving or denying research proposals that include tribal members as human subjects or uses tribal member identifiable health data
- h) Build relationships with representatives and officials of the United States Department of Health & Human Services for the purposes of promoting the population health status of the Reservation and reinforcing the nation-to-nation relationship

Article IV

GENERAL POWERS

The affairs of the Sicangu Oyate Health System shall be managed by the Board established in this charter. The Board shall do whatever is necessary, expedient, or advisable to carry out the purposes and objectives of the Sicangu Oyate Health System and the provisions of this charter, including but not limited to the following activities:

- a) Negotiate and execute contracts for goods and services;
- b) Enter into formal agreements with the Tribe or other entities;
- c) Apply for grant or loan funds from any source;
- d) Set independent policies applicable to the Board and its Enterprises, including personnel policies, procurement policies and other operating policies including Purchased/Referred Care priority levels of care and related policies;
- e) Represent the interest of the Tribe in communication and relationship-building with representatives and officials of the United States Health & Human Services Department;
- f) Collect and analyze health data of tribal members for the purposes of improving public health, healthcare delivery or quality, or developing public service announcements;
- g) Receive complaints and grievances from patients reporting poor or inadequate healthcare from any healthcare facility operated or managed by the Board
- h) Receive complaints and grievances from employees of the chartered entity and act as the final authority on handling employee complaints and grievances

Article V

MEMBERSHIP

- a) **Number** : The Members of the Board shall consist of a total of nine (9) members, comprised of at least five (5) members possessing a medicine, healthcare, or public health background, two (2) at-large members, one (1) member being the Rosebud Sioux Tribal Chairperson, and one (1) being a Tribal Council Representative who must be either the Chair or Vice-Chair of the Tribal Council Health Board

b) Appointment and Terms of Office

- 1) The initial Board shall be appointed by the Council with any vacancies appointed by the Board. Except for the Tribal Chairperson and the Tribal Council Representative, the Members of the Board shall be appointed to terms of three (3) years; provided that Members shall continue to serve as Members of the Board after the end of the term until they are reappointed or replaced by a new Board Member appointed according to this Charter. The Tribal Chairperson and Tribal Council Representative shall serve a length of term consistent with their term in office.
 - 2) Members must reapply for appointment, with the exception of the Tribal Chairperson and Tribal Council Representative. Reappointments shall be confirmed or denied by the Board
- c) Resignation: With the exception of the Tribal Chairperson and the Tribal Council Representative, a Member may resign at any time, either by oral tender of resignation at any meeting of the Board or by giving written notice to the President of the Board. Resignation shall be effective at the time specified and, unless otherwise indicated, acceptance by the Board shall not be necessary to make it effective
- d) Removal: The Tribal Council, by an affirmative vote of two-thirds (2/3) of all members, may suspend or expel for cause after proper notice and hearing at any regularly constituted meeting of the Tribal Council, any member of the Board. Failure of any Board member to attend three (3) consecutive, regularly scheduled meetings, without notification to the Board and without approval of the Board President, shall constitute cause for removal. No member expelled from the Board shall have any right of appeal to any forum.
- e) Vacancies: Any vacancy occurring in the Board and any seat to be filled due to any increase in membership, shall be appointed by the Board. A Member appointed to fill a vacancy shall serve the un-expired term of their predecessor
- f) Management Responsibility: The affairs of the Board shall be determined through establishment of the Board by-laws and managed by the Chief executive officer
- g) Regular Meetings: Regular meetings of the Board shall be held bimonthly on the first and third Wednesday of each month. All members of the Board and Council shall be given at least one-week advance notice in writing, stating the time, date, and place of any meeting. Any member actually present at any meeting shall be deemed to have waived any defects in the above notice requirements, unless the presence of such Member at the meeting is for the express purpose of objecting to the transacting of any

business because the meeting is not lawfully called or convened. Meeting notices shall also be distributed to the Tribal Offices.

- h) Special Meetings: Special meetings of the Board may be called by, or at the request of, the President of the Board or any two (2) Members, and shall be held at the principal office or at such other place as the Members may determine.
- i) Notice: Notice of any special meeting of the Board shall be given to each Member at least two (2) days prior to the scheduled meeting. Any Member may waive notice of any meeting. The attendance at any meeting shall constitute a waiver of notice for such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Meeting notices shall also be distributed to Tribal Offices. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by this Charter.
- j) Quorum: A quorum for the transaction of business at any meeting of the Board shall be a majority of the Members established by this Charter. In absence of any officer of the Board a quorum may select a Member to preside over the meeting by majority vote of the Members present.
- k) Board Decisions: The acts of a majority of the Members present and voting at any meeting at which a quorum is present shall be the acts of the Board unless a greater number is specifically required. Each member of the Board shall be entitled to one (1) vote.
- l) Presumption of Assent: A Member present at a meeting of the Board shall be presumed to have assented to any action taken at such meeting unless the Members dissent is entered in the minutes of the meeting, or unless a Member files a written dissent to such action with the person acting as the Secretary of the meeting before adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.
- m) Compensation: Members shall be paid a meeting stipend and travel reimbursement while engaged in activities on behalf of the Board at rates established by the Council. These expenses shall be expenses of the Board.
 - a. Meeting and travel stipend shall be limited to only the At-Large members of the Board

- n) Accountability: The Board shall be responsible to the members of the Tribe through the Council and shall make such reports on its activities to the Council. A written quarterly and annual report will be required and no later than thirty (30) days following each quarter as follows:

- 1) January 30 (Quarterly)
- 2) April 30 (Quarterly)
- 3) July 30 (Quarterly)
- 4) October 30 (Quarterly)
- 5) October 30 (Annual)

The Board shall also attend a meeting with the general membership of the Tribe on an annual basis to report on Board activities and disclose financial profit and loss statements. This may be done at a regularly scheduled Council meeting, or held separately, as determined by the Board

Article VI

OFFICERS

- a) Officers: Officers shall include a President, Vice President, and Treasurer, each of whom shall be elected by the board Members. The Board may elect other officers and assistant officers as may be deemed necessary
- b) Election and Term of Office: The officers of the Board shall be elected annually. Each officer shall hold office until a successor has been duly elected and has accepted office
- c) Removal: Any officer elected or appointed by the Board may be removed from office by the Board whenever in its judgment be that the best interest of the Board would thereby be served. No officer removed under this provision shall have the right to appeal to any forum
- d) Vacancies: A vacancy in any office because of death, resignation, removal, disqualification or otherwise shall be filled by the Council for the un-expired portion of the term
- e) President of Board: If present, the President shall preside at all the meetings of the Board. The President shall sign, with any other officer authorized by the Board, any contract or other instrument which the Board has authorized to be executed

- f) Vice President of Board: In the absence of the President, or in the event of the death, inability, or refusal of the President to act, the Vice President shall perform the duties of the President of the Board. When acting as the President, the Vice President shall have all the same powers and be subject to all the restrictions of the President.
- g) Treasurer of the Board: The Treasurer shall perform or cause to be performed the following duties:
- 1) Keeping minutes in one or more books provided for that purpose
 - 2) Insuring all notices are duly given
 - 3) Maintaining Board records
 - 4) Attesting to authorized Board signatures
 - 5) Maintaining and accounting for all funds and securities
 - 6) Receiving and giving receipts from monies due and payable
 - 7) Depositing all such monies in the name of the Board in such depositories as may be selected
 - 8) In general, performing all duties as may be prescribed
- h) Compensation: Officers of the Board may receive hourly or salary compensation and travel reimbursement while serving in their official duties at amounts set by the Council. Such expenses shall be expenses of the Board. Payment of hourly or salary compensation and travel reimbursement shall be at the discretion of the Council

Article VII

ENTERPRISES

- a) Operating Procedures : The Board shall adopt operating procedures for each Enterprise managed or established to conduct the affairs and business of the Board. Such procedures, at a minimum, shall provide for the adoption of policies, procedures, rules or regulations deemed necessary by the Board for the conduct of business activities, including but not limited to:
- 1) The hiring of Enterprise managers based primarily on relevant expertise and skills
 - 2) The establishment of independent salary scales and personnel policies
 - 3) The establishment of independent procurement policies
 - 4) The delegation of authority to conduct any Board authorized activity, such as entering into contracts,
 - 5) The establishment of other operating policies and procedures applicable to the Enterprise, including establishing Purchased/Referred Care priority levels of care and related policies,
 - 6) The establishment of a mission, goals, and objectives for Enterprises

- 7) The creation of monthly, semi-annual, or annual reports from Enterprises to the Board for review and action as deemed necessary
- 8) Establishment of staff incentive programs for Enterprises based on Enterprise accomplishments
- 9) Such other matters the Board may deem advisable and/or necessary for the management and operation of the Enterprise

Article VIII

EXISTING ENTERPRISES

- a) Any Programs, Functions, Services, or Activities (PFSA) currently operated by the Indian Health Service that are transitioned at any time into a Title I or Title V funding agreement between the Rosebud Sioux Tribe and the United States shall become an Enterprise or a component of an existing Enterprise
- b) The following tribal programs that have been developed prior to the establishment of this charter shall be transitioned into the chartered organization as existing Enterprises managed by the Board
 - A) Rosebud Sioux Tribe Health Administration
 - B) Rosebud Sioux Tribe Methamphetamine Rehabilitation Program
 - C) Rosebud Sioux Tribe Detoxification Center
 - D) Wiconi Wakan Health & Healing Center
 - E) Rosebud Sioux Tribe Drug & Alcohol Treatment Program
 - F) Rosebud Sioux Tribe Diabetes Prevention Program
 - G) Rosebud Sioux Tribe Community Health Representatives
 - H) Rosebud Sioux Tribe Ambulance Service
 - I) Rosebud Sioux Tribe Maternal and Child Health
 - J) Rosebud Sioux Tribe COVID-19 Contact Tracers
 - K) Transportation Dialysis

L) Rosebud Sioux Tribe Health & Human Subjects IRB

Article IX

INSURANCE

- a) Professional Liability Insurance: The Rosebud Sioux Tribal Council shall require that the Board purchase liability insurance to cover each of the Members of the board, Directors, or employees of any Enterprise against any judgement or expenses actually and reasonably incurred in connection with any action, suit or proceeding in which a Member or Director is made a party by reason of being or having been a Member, Director or employee. The level of liability insurance coverage shall be determined by the Board and with the approval of the Rosebud Sioux Tribal Council
- b) Malpractice Insurance: The Rosebud Sioux Tribal Council shall not require the Board purchase medical malpractice insurance to cover employees of the Board or any Enterprise of the Board acting in the scope of their official duties under an ISDEAA agreement; provided that the Rosebud Sioux Tribal Council shall require the Board and any Enterprise of the Board to carry gap or supplemental insurance to cover the Board and its employees and employees of any Enterprise of the Board in the event Federal Tort Claims Act coverage is not available.
 - a. Subcontractor Malpractice Insurance: Any organization entered into an agreement as a subcontractor under an ISDEAA agreement contract is not covered under the Federal Tort Claims Act. The Board shall be responsible for verifying that any subcontractors to the Board carry appropriate malpractice and other insurance

Article X

METHOD OF BUSINESS

- a) Staff :
 - 1) Chief Executive Officer
 - a. The Board is authorized to hire a Chief Executive Officer at a salary determined by the Board. Managers of the Board's healthcare Enterprises shall be hired and terminated by a committee comprised of the Chief Executive Officer and Members. The Chief Executive Officer shall have authority to hire such additional staff as he or she deems appropriate at

salaries that are competitive, provided the position to be filled is authorized by the Board.

- b. The Board may remove and replace the Chief Executive Officer by any methods determined in their official bylaws
- c. Qualified tribal members shall be given preference for hiring by the Chief executive officer.
- d. No member of the Council or the Board shall be employed by the Chief Executive Officer to carry out the administrative functions of the Board. No member of the Board shall be employed by any Enterprises in any capacity either directly or as an interest holder or in any business or profit-making entity under contract, agreement, or lease with the Board.

2) Health Administration Director OR Public Health Director OR Health Commissioner (title TBD)

- a. The Board is authorized to hire a [placeholder title] at a salary determined by the Board. Managers of the Board's public health Enterprises shall be hired and terminated by a committee comprised of the [placeholder title] and Members. The [placeholder title] shall have authority to hire such additional staff as he or she deems appropriate at salaries that are competitive, provided the position to be filled is authorized by the Board.
- b. The Board may remove and replace the [placeholder title] by any methods determined in their official bylaws
- c. Qualified tribal members shall be given preference for hiring by the [placeholder title]
- d. No member of the Council or the Board shall be employed by the [placeholder title] to carry out the administrative functions of the Board. No member of the Board shall be employed by any Enterprises in any capacity either directly or as an interest holder or in any business or profit-making entity under contract, agreement, or lease with the Board.

3) Organizational Chart

- a. The Board is authorized to approve an official organizational chart that details the internal structure of the organization's Enterprises and the relationships and ranks of the Board, officers, executives, and managers as they relate to these Enterprises
- b. The Board shall modify the organizational chart as needed by a method determined by the Board

- 4) Nothing herein shall be construed to deny employment to any Council member who is not a Member of the Board or any of its Enterprises

b) Transition of Initial [placeholder title]

- a. The position of [placeholder title] shall be initially filled by the incumbent of the Rosebud Sioux Tribe Health Director office at the time the Board is chartered

c) Use of tribal attorneys or other attorneys approved by the Tribal Council

The Sicangu Oyate Health System Board shall be allowed to utilize the tribal attorney for the purposes of legal review and counsel. The Board shall be allowed to use any other attorneys that have been approved by the Tribal Council

- d) Personnel Procedures: The Board and its Enterprises shall not be required to follow the personnel procedures of the Rosebud Sioux Tribe. Methods and procedures for determining personnel actions shall be determined by the Board. The Board may authorize the Chief executive officer or any officer or agents of the Board to approve personnel actions

- e) Contracts: The Board may authorize the Chief executive officer or any officer or agents of the Board to enter into any contract or execute and deliver an instrument in the name of the Board to accomplish the goals set forth within this charter

- f) Procurement Procedures: The Board shall not be required to follow the procurement procedures of the Rosebud Sioux Tribe. Methods and procedures for procurement shall be determined by the Board. The Board may authorize the Chief executive officer or any officer or agents of the Board to approve procurement procedures

- g) Budget, Expenditure and Income: The Chief executive officer shall prepare a recommended annual budget, incorporating input from Enterprise managers and other staff, covering anticipated operations of the Board including its Enterprises. The final budget shall be adopted by the Board

Depository: The Board shall maintain separate accounts

- h) Checks, Drafts, or Orders: All checks, drafts, or orders for payment of money, notes or other evidence of indebtedness issued in the name of the Board shall be signed by the Chief executive officer or such duly authorized officer or officers, agent or agents of the Board and in such manner as from time to time may be determined by the Board

- i) Financial Commitments: The Board shall not obligate the Tribe to repay any financial commitments of the Board

- j) Records and Accounts: Separate accounting records for the Board shall be maintained in accordance with a system and that ensures compliance with applicable law.
- k) Audits and Reports: The accounts of the Board will be audited annually at the close of the fiscal year at the expense of the Board. Annual reports will be submitted to the Council. The audit will be conducted by a Certified Public Accountant or other individual or entity selected by the Board.
- l) Insurance: Insurance on property owned by the Board or on property in which the Board has an insurable interest, shall be in amounts and type of coverage approved by the Board.
- m) Fiscal Year: The fiscal year of the Board shall be a 12-month period established by the Council.
- n) Petty Cash Fund: A petty cash fund is authorized to be established by the Board in the total amount of \$1,000. This amount may be increased subject to approval of the Members. This fund may be used to pay small expenses and obligations when it is not feasible to pay by check on the official depository. The fund may be reimbursed periodically from the official depository in the amount of the submitted receipts, vouchers, and statements signed by the payee or proof of expenditure. Petty cash reimbursement vouchers shall be certified by the official designated by the Chief executive officer.

Article XI

SOVEREIGN IMMUNITY AND WAIVER

(a) Sovereign Immunity of the Board.

The Board is clothed by federal law with all the privileges and immunities of the Tribe, including sovereign immunity from suit in any state, federal or tribal court. Nothing in this Charter shall be deemed or construed to be a waiver of sovereign immunity of the Board from suit or to be a consent of the Board or the Tribe, to the jurisdiction of the United States or of any state with regard to the business or affairs of the Board or to any cause of action, case or controversy, except as provided herein.

(b) Waiver of Sovereign Immunity of the Board

Sovereign immunity of the Board may be waived only by express resolution of the governing body of the Board after consultation with its attorneys. All waivers of

sovereign immunity must be preserved with the resolutions of the Board of continuing force and effect. Waivers of sovereign immunity are disfavored and shall be granted only when necessary to secure a substantial advantage or benefit to the Board. Waivers of sovereign immunity shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds, if any, of the Board subject thereto, court having jurisdiction pursuant thereto and law applicable thereunder. No express waiver of sovereign immunity by resolution of the Board shall be deemed a consent to the levy of any judgment, lien or attachment upon property of the Board other than property specifically pledged or assigned, or any property of the Tribe, or a consent to suit in respect of any land within the exterior boundaries of the Rosebud Sioux Indian Reservation or a consent to the alienation, attachment or encumbrance of any such land.

(c) Sovereign Immunity of the Tribe.

All inherent sovereign rights of the Tribe as a federally-recognized Indian tribe with respect to the existence and activities of the tribal entity are hereby expressly reserved, including sovereign immunity from suit in any state, federal or tribal court. Nothing in this charter shall be deemed or construed to be a waiver of sovereign immunity from suit of the Tribe or to be a consent of the Tribe to the jurisdiction of the United States or of any state with regard to the business or affairs of the tribal entity or the Tribe or to any cause of action, case or controversy, except as provided herein.

(d) Credit of the Tribe.

Nothing in this charter, nor any activity of any tribal entity, shall implicate or in any way involve the credit of the Tribe

Article XII

CAPITAL

- a) Source of Funds: The Board may secure funds as it deems appropriate. Operating capital of the Board shall derive from accumulated earnings from the operation of Enterprises, loans, grants, funding agreements with the Indian Health Service, or funds from Council, as approved by the Board
- b) Use of Funds: The Board may use funds it acquires only in accordance with applicable law

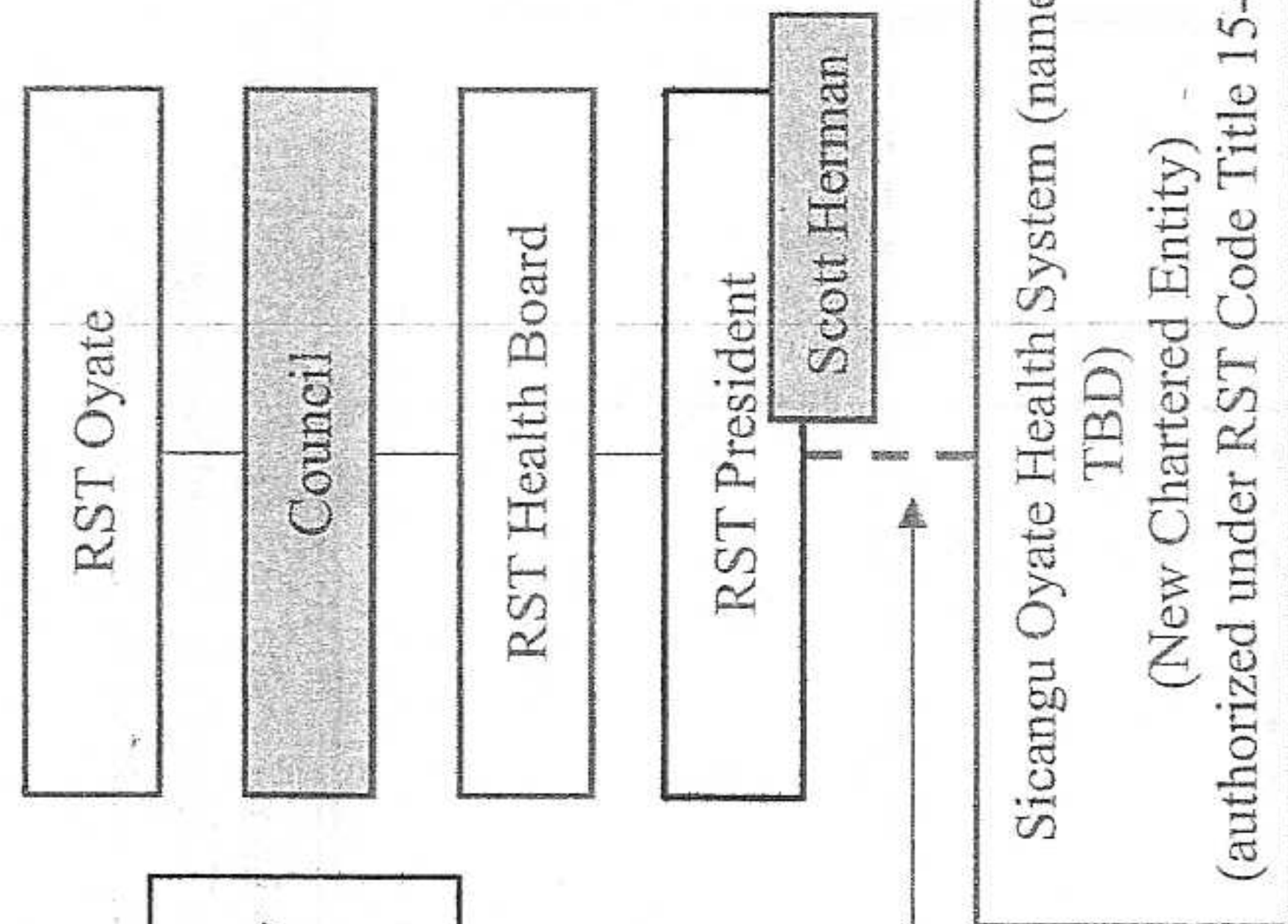
Article XIII

DISPOSITION OF ASSETS

- a) In the case of dissolution of the Board its asset shall be distributed at the direction of the Tribal Council, or its designee, as follows:

- (1) Any property held upon an express condition requiring its return, transfer or other disposition shall be distributed accordingly;
- (2) Any property or assets required to be distributed or transferred in any manner according to federal law shall be distributed or transferred accordingly;
- (3) Claims of creditors of the tribal enterprise approved by the Tribal Council shall be paid accordingly; and
- (4) Remaining assets shall be transferred to another tribal entity, to the Tribe, or distributed or transferred as the Tribal Council otherwise directs.

PROPOSED ORGANIZATIONAL CHART RST HEALTH ADMINISTRATION



Council may amend charter by supermajority (2/3 vote)

The name of the new chartered entity is to be determined (TBD). It can be called anything the Tribe chooses, except that it should not use the term "corporation" to avoid legal issues, and it should probably not be called a "health board" so as to avoid confusing it with the RST Health Board

Both Health Admin Director and CEO report directly to the Board

HEALTH ADMINISTRATION
DIRECTOR

Public Health Authority

Skyla Fast Horse – incumbent
RST Health Director
[[manages public health staff]]

Healthcare Delivery Authority

ROSEBUD HOSPITAL
OR
ROSEBUD COMPREHENSIVE
HEALTHCARE SYSTEM (Name TBD)

CEO – To be determined
[[manages clinical programs, hospital and clinic staff, and healthcare contracts]]

Chartered Entity Board includes:

(5) members possessing a medicine, healthcare, or public health background, two (2) at-large members, one (1) member being the Rosebud Sioux Tribal Chairperson, and one (1) being a Tribal Council Representative who must be either the Chair or Vice-Chair of the Tribal Council Health Board.

Other initial members to be appointed by Council. Subsequent members to be appointed by Chartered Entity Board.

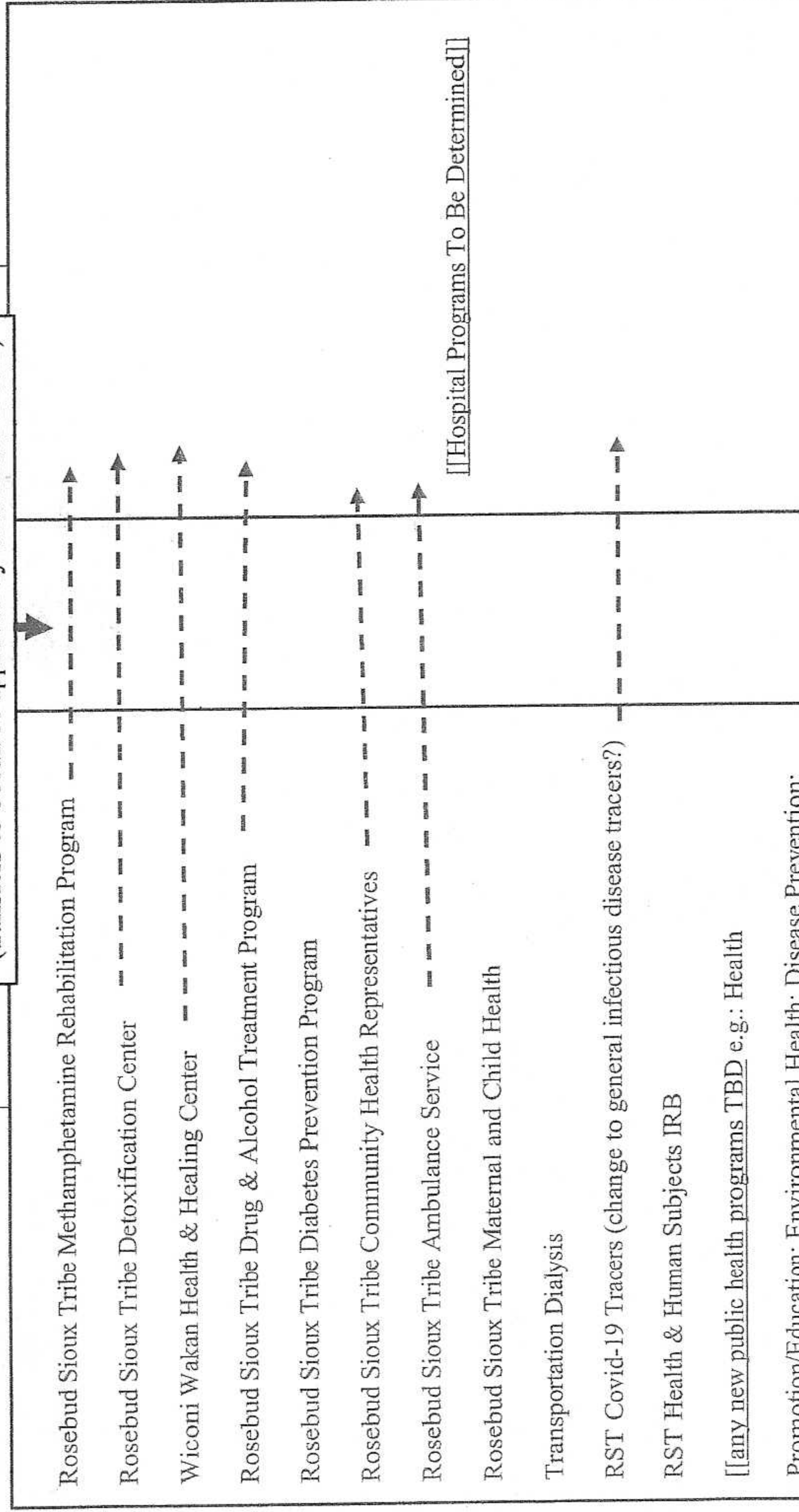
Chartered Entity Board has independent authority to enter into contracts, set salary scales and establish independent personnel, procurement and other policies.

Chartered Entity Board will choose CEO and management team for Rosebud Hospital

PROPOSED ORGANIZATIONAL CHART

RST HEALTH ADMINISTRATION

Tribal programs providing clinical services that *may* transfer under the management of CEO at any time (transfers to occur/be approved by vote of the Board)



Current Health Administration programs without a home under the chartered entity [need to be transferred to other tribal departments; possibly RST Family & Social Services]:

- RST Women, Infants, and Children (WIC) (does not want to be part of the charter)
- Cante Waste Homeless Shelter (social service)
- Piya Mani Otipi Youth Shelter (social service)
- Veterans Homeless Shelter (social service)