

**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION**

WHEREAS, the White Mountain Apache Tribe provides a health benefit plan for eligible Tribal employees to provide coverage for medical claims which are not paid for or covered by any other responsible party; and

WHEREAS, the Tribal Council has on this day reviewed proposed amendments to the health plan document; and

WHEREAS, the proposed changes will allow the plan to better serve the needs of the Tribe's employees and give more effective management control to the Tribe.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves amendments three through fourteen, attached herein and incorporated by this reference, to the White Mountain Apache Tribe Health and Welfare Plan.


BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby delegates authority to the Tribal Chairman, or in his absence the Vice Chairman, to execute the documents necessary to complete the above-referenced amendments to the Tribal Health and Welfare Plan.

The foregoing resolution was on February 06, 1997, duly adopted by a vote of eight for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by the White Mountain Apache Tribal Constitution, including Article IV, Sections 1 (a), (b), (i), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe on September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

MAR 05
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Chairman of the Tribal Council



Secretary of the Tribal Council

AMENDMENT #3

WHITE MOUNTAIN APACHE TRIBE EMPLOYEE BENEFIT PLAN

The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona hereby amends the plan document previously adopted the first day of January 1993.

It is the intent of the Plan to include a limitation on the hearing benefit. Therefore, the hearing benefit shall be revised within the section entitled, *Schedule of Benefits, Medical Benefits* as follows:

<u>Benefit Description</u>	<u>Contracted</u>	<u>Non-Contracted</u>
HEARING EXAMINATION Limitation: One (1) examination every two (2) years with one (1) follow up visit within three (3) to six (6) months.	100%	Not-covered
HEARING AIDS (including the repairs and batteries) Limitation: One (1) hearing aid per ear every two (2) years based on necessity and diagnosis: \$1,000 Maximum Benefit per appliance.	100%	Not-covered

The following shall be included within the section entitled, *Medical Expense Benefit*:

HEARING BENEFIT:

Covered Expense shall include one (1) examination every two (2) years with one (1) follow up visit within three (3) to six (6) months, and hearing aids, including repairs and batteries. Covered Expense for hearing aids shall be subject to the Maximum Benefit as specified in the *Schedule of Benefits*.

This amendment shall be effective the first day of January 1997.

BY:  DATE: February 6, 1997

AMENDMENT #4

WHITE MOUNTAIN APACHE TRIBE EMPLOYEE BENEFIT PLAN

The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona, hereby amends the plan document previously adopted the first day of January, 1993.

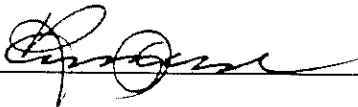
It is the intent to eliminate coverage for "ace type" bandages under the Plan.

The following item under the section entitled *Medical Limitations and Exclusions*, shall be amended as follows:

31. Expenses for nonprescription drugs, medicines and supplies such as vitamins, cosmetic dietary aids, nutritional supplements, "ace type" bandages, and Nicorette, even though a prescription number has been assigned. In no event will amphetamines, when prescribed as dietary aid, be considered a covered expense.

This amendment shall be effective the first day of January, 1997.

BY: _____



DATE: _____

February 6, 1997

AMENDMENT #5

WHITE MOUNTAIN APACHE TRIBE EMPLOYEE BENEFIT PLAN

The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona, hereby amends the Plan Document previously adopted the first day of January, 1993.

It is the intent of the Plan to provide coverage for newborns from birth, if the Employee already has dependent coverage and, if the Employee does not have dependent coverage, the Employee will need to complete an application for enrollment in order for the newborn to be added.

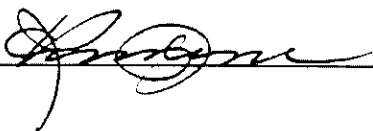
The following item under the section entitled *Effective Date of Coverage*, Subsection entitled *Dependent(s) Effective Date*, shall be revised as follows:

5. If the Employee already has dependent coverage, a newborn shall be covered from birth. The Employee should complete an application for enrollment and submit it to the Employee Health Benefits Department.

If the Employee does not have dependent coverage, the Employee is required to complete an application for enrollment and submit it to the Employee Health Benefits Department within thirty-one (31) days in order for coverage to be effective from birth. Failure to submit a completed application for enrollment will result in requiring the dependent to provide evidence of good health.

This amendment shall be effective the first day of January, 1997.

BY: _____



DATE: _____

February 6, 1997

AMENDMENT #6

WHITE MOUNTAIN APACHE TRIBE
EMPLOYEE BENEFIT PLAN

The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona hereby amends the Plan Document previously adopted the first day of January 1993.

The section entitled, *EXTENSION OF MEDICAL BENEFITS*, subsection entitled *SUSPENSION OF MEDICAL BENEFITS*, has been incorporated as follows:

SUSPENSION OF MEDICAL BENEFITS:

An Employee who is covered under the Plan may suspend coverage during any period of not less than one (1) month during which the Employee is not scheduled for work and thereafter reinstate benefits effective the date such Employee resumes scheduled work activity, provided that the Employee at all times meets the eligibility requirements for participation in this Plan. Election to suspend coverage, as provided in this paragraph, shall require written confirmation from the Employee's supervisor that the Employee is expected to return to active work.

All other employees who return to employment after a separation of service will be considered a new employee for purposes of Eligibility and will be subject to all Eligibility requirements, including requirements governing Preexisting Conditions and the Effective Date.

This amendment shall be effective the first day of January 1997.

BY: _____



DATE: February 6, 1997

AMENDMENT #7

WHITE MOUNTAIN APACHE TRIBE EMPLOYEE BENEFIT PLAN

The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona, hereby amends the plan document previously adopted the first day of January, 1993.

It is the intent to remove the reference to the Indian Health Services from the Plan and the following provisions shall be amended.

The following provisions under the section entitled, *Medical Benefit Highlights*, shall be deleted in their entirety:

Indian Health Services

If the Participant is first treated by Indian health Services and receives services or supplies by another provider for the same illness or injury, charges will be denied unless the treatment was rendered for an *emergency*.

When the Participant incurs an emergency, as defined herein, and is not within the service area of an Indian Health Services facility, it is advised that the Participant must notify Indian health Services within seventy-two (72) hours of the emergency.

Charges for emergency treatment outside the Indian Health Services service area where Indian health Services was notified within 72 hours of the emergency will be denied.

Emergency Treatment/Indian Health Services

If a Participant receives treatment at Indian Health Services for an *Emergency*, as defined herein, and the condition is certified as an emergency by the Utilization Review Organization, the Plan will pay benefits for subsequent treatment rendered by either a contracted or non-contracted provider at the applicable co-insurance percentage as specified in the *Schedule of Medical Benefits*. The Utilization Review Organization must be notified of the emergency treatment within twenty-four (24) hours.

The section entitled *Medical Expense Benefit, Emergency Services/Emergency Room/Ambulance*, item #3, shall be deleted in its entirety:

3. If a Participant receives treatment at Indian Health Services for an *Emergency*, as defined herein, and the condition is certified as an emergency by the Utilization Review Organization, the Plan will pay benefits for subsequent treatment rendered by either a contracted or non-contracted provider at the applicable co-insurance percentage as specified in the *Schedule of Medical Benefits*. The Utilization Review

Organization must be notified of the emergency treatment within twenty-four (24) hours. If the service is not for an *emergency*, benefits will be denied. The Tribe shall have final discretion on any claim appeal.

The following amendment to the section entitled *Medical Expense Benefit, Emergency Services/Emergency Room/Ambulance*, enacted pursuant to Amendment #2 on December 14, 1994, shall also be deleted in its entirety:

3. No benefit shall be payable under this Plan for the initial treatment for an Emergency incurred by a Participant who is eligible for treatment by the Indian Health Services. If an I.H.S. eligible Participant receives treatment for an Emergency at any facility other than an I.H.S. facility the Plan will pay benefits for any medically necessary subsequent treatment as specified in the *Schedule of Medical Benefits*, only if the Utilization Review Organization is notified within twenty-four (24) hours of the initial Emergency treatment.

The introductory paragraph to the section entitled *Medical Expense Benefit, Second Surgical Opinion*, as amended by Amendment #2, shall be deleted and the following shall be included. All other provisions shall remain as stated:

SECOND OPINION:

Benefit for a second surgical opinion will be payable according to the *Schedule of Benefits* if an elective surgical procedure (nonemergency surgery) is recommended by the physician, and if a second surgical opinion is recommended by the Health Care management organization or suggested by the Plan in order to receive greater benefits.

The following amendment to the section entitled *Medical Expense Benefit*, enacted pursuant to Amendment #2, on December 14, 1994, shall also be deleted in its entirety:

SECOND OPINION:

The second opinion benefit is designed to provide basic coverage to Participants who receive initial treatment from Indian Health Services, but would like a confirming second opinion prior to proceeding with the proposed treatment. Benefits for a physician's second opinion will be paid as any other physician services for contracted or non-contracted providers.

If the second opinion differs from the proposed treatment plan of Indian Health Services, the following shall determine the Plan's payment of benefits:

1. If the Participant elects treatment based on the proposed treatment plan of Indian Health Services, Indian Health Services shall be responsible for payment of benefits. This Plan will not cover the services.

2. If the Participant elects treatment as prescribed by the second physician, this Plan will pay the applicable coinsurance of covered expenses, provided services are not rendered through Indian Health Services.

The section entitled *Medical Limitations and Exclusions*, Item #1 and Item #2, shall be deleted in their entirety. All remaining provisions under *Medical Limitations and Exclusions* shall remain as stated.

1. If the Participant is first treated by Indian Health Services and receives services or supplies by another provider for the same illness or injury, charges will be denied. However, covered expenses for subsequent treatment of an emergency, as defined in the *Plan Highlights* section, which is authorized by RAN will be paid according to the *Schedule of Medical Benefits*.
2. Charges for Emergency treatment incurred by a Participant who is eligible for treatment by the Indian Health Services.

The section entitled *Coordination of Benefits, Order of Benefit Determination*, Item #1, shall be amended as follows. All remaining provisions shall remain as stated.

1. This Plan shall be residual to all other plans or resources which provide health care or coverage, directly or otherwise, whether or not such plans or resources are operated, sponsored or contributed to by any private, public or governmental body, or subdivision thereof.

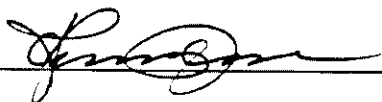
The section entitled *General Provisions, Indian Health Services* shall be deleted in its entirety. All remaining provisions shall remain as stated.

INDIAN HEALTH SERVICES:

When the Participant incurs an emergency, as defined herein, and is not within the service area of an Indian Health Services facility, it is advised that the Participant must notify Indian Health Services within seventy-two (72) hours of the emergency.

This amendment shall be effective the first day of January, 1997.

BY: _____



DATE: _____

February 6, 1997

AMENDMENT #8

WHITE MOUNTAIN APACHE TRIBE EMPLOYEE BENEFIT PLAN

The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona, hereby amends the plan document previously adopted the first day of January, 1993.

It is the intent to include Oral Contraceptives coverage under the Plan. Therefore, the following provisions shall be amended as follows:

The section entitled *Medical Expense Benefits, Prescription Drug Benefit* provision shall include the following:

The Plan shall cover charges for Oral Contraceptives for a covered female Employee or a covered female spouse, with a prescription. In addition, the Plan shall cover the charges for Oral Contraceptives for a Dependent, with a prescription, if prescribed for a valid medical reason other than contraception.

The following item under the section entitled *Medical Limitations and Exclusions*:

21. Birth control services, supplies or devices and sterilization procedures, however, oral contraceptives for a covered female Employee or a covered female spouse shall be a covered expense. In addition, oral contraceptives for a Dependent shall be covered expense provided that it is prescribed for a valid medical reason other than contraception.

This amendment shall be effective the first day of January, 1997.

BY: _____



DATE: _____

February 6, 1997

AMENDMENT #9

WHITE MOUNTAIN APACHE TRIBE EMPLOYEE BENEFIT PLAN

The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona hereby amends the plan document previously adopted the first day of January 1993.

It is the intent to include coverage for Routine Examinations and Well Child Care under the Plan. Therefore, the following provisions are included:

The section entitled *Schedule of Medical Benefits*, shall be revised to include coverage for *Routine Examinations* and *Well Child Care* as follows:

<u>Benefit Description</u>	<u>Contracted</u>	<u>Non-contracted</u>
ROUTINE EXAMINATIONS Limitation: Maximum benefit of \$250 per calendar year which includes one (1) physical exam; one (1) routine gynecological examination and Papanicolaou (Pap Smear); one (1) prostate exam.	100%	Not Covered
WELL CHILD CARE	100%	Not Covered

The following provisions shall be included under the section entitled *Medical Expense Benefits*, and shall state the following:

ROUTINE EXAMINATIONS

Subject to the maximum benefit as specified on the *Schedule of Medical Benefits*, Covered Expenses for routine examinations per calendar year includes one (1) physical exam; one (1) routine gynecological examination and Papanicolaou test (Pap Smear); one (1) prostate examination.

WELL CHILD CARE

Covered expenses for well child care include:

1. Six (6) routine well baby check-up examinations during the first twelve (12) months following birth, including routine laboratory.
2. Three (3) routine well baby check-up examinations during the second twelve (12) month period following birth, including routine laboratory.

3. One (1) routine well baby check-up examination during each of the third, fourth, fifth, and sixth twelve (12) month periods following birth, including routine laboratory.
4. Routine well baby immunizations for children under six (6) years of age.

The following item #38 under the section entitled *Medical Limitations and Exclusions* provision shall be revised as follows:

38. Charges for routine or periodic physical examinations, such as annual physical, screening examination, employment physical, or any related charges, such as premarital lab work, mammogram, and other care not associated with treatment or diagnosis of an illness or injury, except as specified herein.

This amendment shall be effective the first day of January 1997.

BY:



DATE:

February 6, 1997

AMENDMENT #10

WHITE MOUNTAIN APACHE TRIBE EMPLOYEE BENEFIT PLAN

The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona hereby amends the plan document previously adopted the first day of January 1993.

The section entitled *Schedule of Medical Benefits*, shall be revised as follows and all other provisions shall remain the same.

Maximum Benefit While Covered By This Plan For:

Major Medical	\$1,000,000
Mental & Nervous/Substance Abuse	25,000
Hospice Care	10,000
Temporomandibular Joint Dysfunction	500

This amendment shall be effective the first day of January 1997.

BY:  DATE: February 6, 1997

AMENDMENT #11

WHITE MOUNTAIN APACHE TRIBE EMPLOYEE BENEFIT PLAN

The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona, hereby amends the plan document previously adopted the first day of January, 1993.

It is the intent to incorporate Large Case Management into the Plan and the following provisions shall be revised.

The section entitled *Utilization Review* shall include the following subsection entitled *Case Management/Alternate Treatment* and the provision is as follows:

CASE MANAGEMENT/ALTERNATE TREATMENT

Based upon the Covered Person's condition, the Employer may arrange for review and/or case management services from a professional qualified to perform such services. The Employer shall have the right to alter or waive the normal provisions of this Plan when it is reasonable to expect a cost effective result without a sacrifice to the quality of care. The use of case management or alternate treatment is a voluntary program to the Covered Person; however, the Plan will generally provide a greater benefit to the Covered Person by participating in the program.

Alternative care will be determined on the merits of each individual case, and any care or treatment provided will not be considered as setting any precedent or creating any future liability with respect to that Covered Person or any other Covered Person.

The Section entitled *Medical Expense Benefit, Convalescent Nursing Facility* shall include the following statement. All other provisions shall remain the same.

CONVALESCENT NURSING FACILITY:

Any Maximum Benefit specified in this Plan may be extended if such treatment is recommended by Large Case management.

The section entitled *Medical Expense Benefit, Home Health Care* shall include the following statement. All other provisions shall remain the same.

HOME HEALTH CARE:

Any Maximum Benefit specified in this Plan may be extended if such treatment is recommended by Large Case management.

This amendment shall be effective the first day of January, 1997.

BY: _____



DATE: _____

February 6, 1997

AMENDMENT #13

WHITE MOUNTAIN APACHE TRIBE EMPLOYEE BENEFIT PLAN

The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona, hereby amends the plan document previously adopted the first day of January, 1993.

It is the intent to extend the Claim Filing time to two (2) years under this Plan and the following provisions shall be revised.

The section entitled *Claim Procedure and Payment of Benefits*, Item #4 shall be revised as follows. All remaining provisions remain the same.

4. Claims not submitted within twenty-four (24) months of the date of incurred liability will be denied.

The section entitled *Claim Procedure and Payment of Benefits*, subsection *Notice of Claim*, Paragraph 2, shall be revised as follows. All remaining provisions remain the same.

Failure to furnish notice and proof of loss within the time provided shall not invalidate or reduce any claim if it shall be shown that: (1) it was not reasonably possible to furnish such notice or proof within that time; (2) and that such notice or proof was furnished as soon as possible, but no later than two (2) years after the loss occurs or commences, unless the claimant is legally incapacitated.

This amendment shall be effective the first day of January, 1997.

BY: _____



DATE: _____

February 7, 1997

AMENDMENT #14

WHITE MOUNTAIN APACHE TRIBE EMPLOYEE BENEFIT PLAN

The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona, hereby amends the plan document previously adopted the first day of January, 1993.

It is the intent to clarify the requirements of a Retired Employee under this Plan and the following provision shall be revised.

The section entitled *Eligibility, Retired Employee*, shall be revised as follows:

RETIRED EMPLOYEE:

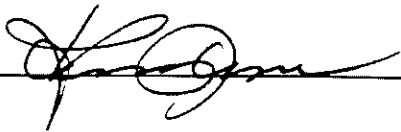
Employees and their Dependents are eligible to remain enrolled in the Plan for full benefits upon their retirement and has met the following criteria:

1. Obtained the age of
 - a) fifty-five (55) with twenty (20) or more years employment with the White Mountain Apache Tribe; or
 - b) sixty-five (65) with ten (10) or more years employment with the White Mountain Apache Tribe; and
2. Covered by the White Mountain Apache Tribe Employee Benefit Plan immediately prior to retirement.

Full health benefits are also available for the retiree's Dependents. Dependents not previously covered will be subject to evidence of good health. The retiree is required to continue payment of the Employee's portion and/or Dependent's portion of the contribution which is due and payable before the fifteenth (15th) of the month in which the benefits are payable. Failure to meet the payment requirement will result in discontinuation of benefits. Upon cancellation, a retiree and/or Dependent will be subject to the late entrant's provision of this Plan.

This amendment shall be effective the first day of January, 1997.

BY: _____



DATE: _____

February 6, 1997