



**RESOLUTION OF THE GOVERNING BODY OF THE  
THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD INDIAN RESERVATION**

**A Resolution Entitled, “MHA Nation Office of Child Support Services -Approval of the Professional Services Contract With Gregory Kidder”**

**WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and

**WHEREAS,** The Constitution of the Three Affiliated Tribe generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

**WHEREAS,** Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

**WHEREAS,** The MHA Nation Office of Child Support Enforcement Services wishes to engage Gregory Kidder to provide technical services for the installation of a Microsoft Access application to monitor child support activities such as family structures, case notes, court hearings, bench warrants, incarcerate NCP's, employer history, and child support payments; and

**WHEREAS,** The Office of Child Support Enforcement Services has reviewed the proposal and now recommends the Tribal Business Council approve the Gregory Kidder proposal of work (attached).

**THEREFORE BE IT RESOLVED,** The Tribal Business Council of the Three Affiliated Tribes hereby formally approves the Professional Services Contract with Gregory Kidder for the purpose of installation of a Microsoft Access application to monitor child support activities such as family structures, case notes, court hearings, bench warrants, incarcerate NCP's, employer history, and child support payments; and

**BE IT FURTHER RESOLVED,** The total budget for this Contract is not to exceed \$10,000.00 for all work, expenses and travel.




### CERTIFICATION

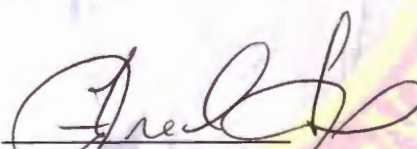
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 28<sup>th</sup> day of February, 2014, that the foregoing Resolution was duly ~~adopted~~ ~~at such meeting~~ by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman  Voting.  Not Voting.

Dated this 28th day of February, 2014.

ATTEST:

  
\_\_\_\_\_  
Executive Secretary V. Judy Brugh  
Tribal Business Council  
Three Affiliated Tribes

  
\_\_\_\_\_  
For Chairman Tex G. Hall  
Tribal Business Council  
Three Affiliated Tribes

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE MHA NATION  
OFFICE CHILD SUPPORT SERVICES  
AND GREGORY KIDDER**

THIS AGREEMENT made by and between Gregory Kidder herein called "Provider" and MHA NATION Office of Child Support Services herein called "Tribe". It is hereby agreed between the parties:

1. **SCOPE OF WORK:** Install a Microsoft Access application which encompasses a means to monitor child support activities such as family structures, case notes, court hearings, bench warrants, incarcerate NCP's, employer history, and child support payments.
  - I. The installation includes the following:
    - (a) Determine functionality is without programming errors or bugs;
    - (b) Configure the database to be shared amongst the workers designated as child support employees;
    - (c) Attach a security file and create user names / passwords; and
    - (d) Determine network conflicts are resolved.
  - II. Facilitate training to Child Support Enforcement staff that includes:
    - (a) How to take information from application/existing files and build child support cases;
    - (b) How to create case notes
    - (c) How to track court hearings;
    - (d) How to track employer history and create wage assignments;
    - (e) How to use the Microsoft Outlook integrated features such as task reminders and emails;
    - (f) How to build obligations and record child support payments; and
    - (g) Provide general case management best practice methods.



2. **COMPENSATION:** For the services rendered the Tribe will pay Five Thousand Dollars (\$5000.00) plus travel expenses incurred (Airfare, Lodging, and Rental vehicle) unless travel is prearranged at the expense of the Tribe prior to the execution of this contract:
  - a. Travel arrangements and payment for airfare, lodging, and rental vehicle will be managed by the Provider who shall include travel expenses incurred at the time a final invoice for services rendered is submitted.
  - b. Travel arrangements and payment for airfare, lodging, and rental vehicle will be managed by the Tribe.
  - c. Total compensation including all travel and expenses shall not exceed \$10,000.00.
  
3. **TERMINATION:** This agreement may be terminated by either of the parties hereto by thirty (30) days written notice delivered to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
  
4. **STATUS OF THE CONTRACTOR:** The Provider and his or her agents and employees are independent contractors performing professional services for the Tribe and are not employees. They shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or accrue any other benefits afforded to employees of the Tribe.
  
5. **ASSIGNMENT:** The Provider shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement.
  
6. **SUBCONTRACTORS:** The Provider shall not subcontract any portion of this service to be performed under this Agreement unless so stated in Paragraph 1.
  
7. **TERM OF CONTRACT:** The term of this agreement shall commence on the date of this Agreement. Follow-up WebEx meetings for technical Q & A support can be scheduled as needed up to 60 days following the ending date of this contract.
  
8. **CONFLICT OF INTEREST:** The Provider warrants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
  
9. **AMENDMENT:** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
  
10. **SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter thereof, and all such covenants, agreements and understandings, verbal and otherwise, of the parties or their agents shall not be valid or enforceable unless embodied in this Agreement.

11. **SEVERABILITY CLAUSE:** If any provision of this agreement is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application.
  
12. **OWNERSHIP AND RIGHTS IN DATA:** The Tribe retains ownership in all data or materials gathered, originated, prepared, used or obtained in the performance of the contract. The Provider agrees that all data furnished by the Tribe to the Provider for use in connection with this Agreement, all data required to be delivered to the Tribe under this Agreement, and all data arising out of the work called for under this Agreement shall be and remain the sole property of the Tribe. The Provider further agrees that all such data will be kept in confidence and not disclosed to third parties without the prior written approval of the Tribe. These obligations shall survive the termination of this Agreement. The Provider shall deliver all such data to the Tribe upon the Tribes' request, and in any event upon the completion or termination of all work hereunder, whichever first occurs, and the Provider shall be fully responsible for the care and protection of all data until such delivery. For the purpose of this clause, the term 'data' means all information, including drawings, prints, specifications, reports, designs and computer generated information.
  
13. **FTI SAFEGUARDING:** In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
  - I. Performance
    - (a) All work will be done under the supervision of the contractor or the contractor's employees
    - (b) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
    - (c) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
    - (d) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
    - (e) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee.

When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

- (f) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (g) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (h) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (i) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

## II. Criminal/Civil Sanctions

- (a) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (b) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return



information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

- (c) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
  
- (d) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. Inspection

- (a) The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required

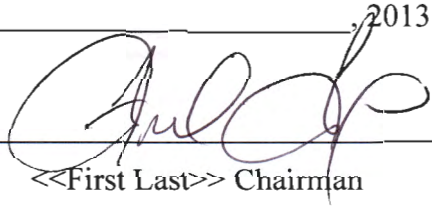
in cases where the contractor is found to be noncompliant with contract safeguards.

14. This agreement shall be performed within applicable guidelines, resolutions and ordinances of the MHA Nation.

15. Sovereign Immunity. Nothing in this Agreement shall be held, construed, and/or interpreted as a waiver of the sovereign immunity of the Three Affiliated Tribes, its officers,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BY: \_\_\_\_\_



<<First Last>> Chairman

The MHA Nation

BY: \_\_\_\_\_

Gregory Kidder

Independent Contractor