



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

A Resolution Entitled: “Employment Contract – Dr. Zane Rising Sun”

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 Tribes 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 Three Affiliated Tribes by and through the Elbowoods Memorial Medical Center wishes to engage a physician to be stationed at the White Shield Satellite Clinic; and

WHEREAS, Dr. Zane Rising Sun has expressed interest in this position and the Tribal Business Council has found this hiring to be advantageous to providing a wider scope of health care to the Three Affiliated Tribes and its enrolled members.

THEREFORE BE IT RESOLVED, The Tribal Business Council of the Three Affiliated Tribes hereby formally approves the employment contract with Dr. Zane Rising Sun and Dr. Rising Sun shall be stationed at the White Shield Satellite Clinic; and

BE IT FURTHER RESOLVED, the primary terms of Dr. Zane Rising Sun’s employment contract (Attached) shall be:

- A two-year term
- Total annual compensation shall be \$273,000.00
- A retention bonus of \$27,300.00. (Subject to loan repayment)
- Leave shall be accrued at a rate of 8 hours annual and 6 hours sick per pay period.
- Supervisor of Employee shall be the Tribe’s Chief Medical Officer

BE IT FINALLY RESOLVED, the Tribal Chairman is hereby authorized to execute the employment contract pursuant to this Resolution.

**THREE AFFILIATED TRIBES
EMPLOYMENT CONTRACT
Family Practice Physician**

THIS EMPLOYEMENT CONTRACT, made and entered into this 10th day of April, 2014, by and between the Three Affiliated Tribes of the Fort Berthold Indian Reservation (hereinafter referred as the "Tribe"), 404 Frontage Road, New Town, North Dakota 58763, and Dr. Zane Rising Sun, (hereinafter referred to as "Employee").

WITNESSETH

The Chairman of the Three Affiliated Tribes, pursuant to authority granted by the Three Affiliated Tribes Tribal Business Council and the Constitution and By-laws of the Tribe and pursuant to the P.L. 93-638 Contract between the Indian Health Service and the Three Affiliated Tribes, hereby contracts with the Employee to act as a Internal Medicine Doctor for the Three Affiliated Tribes Tribal Health Department under the following terms and conditions:

1. **TERM:** This Contract shall be effective as of April 10th, 2014 and shall continue for a (2) year period, through April 10th 2016.
2. **QUALIFICATIONS:** The Employee shall comply with and meet the following qualifications and criteria:
 - A. Employee shall be a graduate of an AMA approved residency program.
 - B. Employee shall obtain an unrestricted North Dakota medical license and shall at all times during the term of this contract maintain said license.
 - C. Employee shall have Current Basic Life Support(BLS) and Advanced Cardiac Life Support(ACLS) certification and shall at all times during the term of this contract maintain said certification
 - D. Employee shall possess sufficient initiative, interpersonal relationship skills, and social sensitivity such that the Employee can relate constructively to Native American patients
 - E. Employee should be willing to work a flexible schedule that may include extended hour shifts
 - F. Employee shall be required maintain adequate CME equal to that required for board certification.
 - G. Employee shall be subject to undergo a background investigation in accordance with public law 101-630 and 25 CFR part 63 upon commencement of employment

3. **DUTIES AND RESPONSIBILITIES:** The Tribe employs the Employee as a Medical Staff Member / Family Practice Physician to provide medical services for the Elbowoods Medical Health Center at its satellite clinic located in White Shield, North Dakota to perform the following services:
- A. The Employee shall perform within the scope of his license and authority and provide primary health care services at the above referenced Clinics compatible with Elbowoods Memorial Health Care Center operating capacity and existing equipment. Employee shall perform such duties as are customarily performed by one holding such position.
 - B. The Employee will provide direct patient care in a full time basis, including required administrative and clinic aspects of primary care practice.
 - C. Provide leadership and expertise for clinical quality and effectiveness.
 - D. Evaluate and optimize care management approach, process of disease management, patient satisfaction, patient safety, and develop processes to assure appropriateness of care.
 - E. Advocate in a balanced manner for the best interests of patients, the clinic and medical staff in health care decisions
 - F. Be an active member of the medical staff in both medical and team work duties.
 - G. Cultivate support for the clinics strategic goals, decisions, and policies with the medical staff.
 - H. The Employee shall provide services on a full time basis based on a forty hour work week in accordance with the schedule established by Section 9 therein and will be available for extended hour coverage as necessary
 - I. Employee shall to the extent permitted by law, generate and maintain proper medical record information on patient to whom treatment is provided in accordance with Indian Health Service and the Tribes regulations. Employee shall further prepare all medical record documentation to meet or exceed the established standards of the Elbowoods Memorial Health Care Center, to include, but not be limited to: timeliness, legibility, accuracy, content and signature of required portions of the medical record. All medical record information generated in the performance of this contract will remain the property of and subject to the exclusive control of the Tribe and/or Elbowoods Memorial Health Care Center, subject to the right of the Employee to review the medical records as provided.
 - J. Employee shall be required to participate in quality improvement program consistent with the current AAHC accreditation Standards requirements for ongoing monitoring

and evaluation of the quality and appropriateness of care. Employee shall comply with the Tribes and Elbowoods Memorial Health Care Centers infection control, safety procedures, practices and standards. Employee shall comply with all applicable AAAHC standards during the term of this contract.

- K. Employee shall become familiar with, be guided by and follow the Elbowoods Memorial Health Care Centers formulary when prescribing pharmaceuticals. The Employee shall only prescribe pharmaceuticals according to the availability of drugs listed in the formulary and the pharmacy services will provide instruction to the Employee as to the substitutions of generic drugs for prescribes drugs.
- L. The employees responsibilities will change and evolve according to the needs of the patients The Employee agrees that he will at times faithfully, industriously, and to the best of his ability, experience, and talents perform as a family practice physician and perform all of the duties that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of the tribe

4. **COMPENSATION:** In consideration of the services performed by the Employee, the Tribe shall compensate Employee at the rate of **\$273,000.00 per annum**, payable biweekly, upon submission of time and attendance records, in accordance with the personnel policies and procedures of the tribe; the Three Affiliated Tribes Finance Department shall compensate Employee through the tribes payroll system.

Due to the nature of the duties as a family practice physician, the employee is exempt from the overtime provisions of the fair labor standards act and is therefore not entitled to overtime or compensation time for any hours worked in excess of forty hours in a workweek. Nothing in this provision prohibits the parties from offering a flex time schedule from time to time.

Due to the extreme shortage of qualified medical doctors on the Fort Berthold Indian Reservation, the employee shall be paid a **one-time retention bonus of \$27,300.00**, which shall be paid upon execution of this contract by both parties. In the event the employee shall fail to fulfill the full term of this contract, the employee shall be liable for repaying the amount of the bonus to the tribe on a pro-rated basis in the amount of \$1137.50 for every month left in the two year period from the beginning of this contract. If so terminated prior to the term by the employer, the tribe may withhold from any final amounts owed to the employee for salary or leave the amounts owed the tribe for repayment of bonus. The obligation to repay the bonus shall not apply if the contract is terminated by mutual consent of both parties.

5. **SUPERVISION:** The Employee shall be under the immediate day to day supervision of the Tribe's Chief Medical Officer or Supervising Physician for purposes of providing

medical services and shall be under the overall supervision of the Tribe's Health Administrator for administrative matters including approval of time and attendance, leave requests and disciplinary matters.

6. **TRIBE AND SERVICE UNIT DIRECTOR:** The Parties hereto understand and acknowledge that the Tribe may evaluate the quality of services provided pursuant to the terms of this Contract, but neither the Tribe nor the Fort Berthold Service Unit Director retain control over the medical aspects of professional services provided, the professional judgments exercised by the Employee, the diagnosis for specific medical treatment or other aspects of professional services rendered. It is also understood that the Tribe is the overall supervisor of the Employee and health service delivered by the Employee under this Contract.
7. **INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE:** The parties understand and agree that from the effective date of this Contract, the Federal Tort Claims Act, as amended, shall be the sole source of coverage for liability arising from the Employee's performance of services under this Contract.
8. **DRUGFREE WORKPLACE:** Employee hereby agrees that she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the performance of duties and services provided under this Contract. Employee shall comply with and be subject to the Tribe's Drug and Alcohol Policy.
9. **WORK SCHEDULE:** The Parties agree that the Employee shall be employed full time with work shifts generally between the hours of 8:00 a.m. and 5:00 p.m. with minimum of forty (40) hours per week on a four (4) day a week schedule as agreed between the Employee and the Supervisor.
10. **WORK FACILITIES:** The Employee shall be furnished with such facilities, equipment and services as are necessary and suitable to her position as a professional and adequate for the performance of duties required.
11. **EMPLOYEE BENEFITS:**
 - A. **SICK AND ANNUAL LEAVE:** Employee will earn leave in the amount of 8 hours a pay period. The total amount of Annual Leave that shall be earned is 208 hours a year. The maximum hours of Annual Leave that can be carried over are 240 a year. Sick Leave shall be earned at the rate of 6 hours a pay period. Sick Leave may be accumulated and carried over from year to year. Upon despersations from the employment with the Tribe, accumulated sick leave shall be forfeited. In the event that the employee is rehired sick leave will not be reinstated, regardless of the period of the separation.
 - B. **HOLIDAYS:** Employee shall be entitled to holiday pay in accordance with Three Affiliated Tribes Holiday Schedule and other applicable tribal standards for essential personnel.

IN WITNESS THEREOF, The parties have executed this agreement on this 11th day of April, 2014.

THREE AFFILIATED TRIBES:

BY Tex G. Hall
Tex G. Hall, Chairman

Date: 4-11-14

EMPLOYEE:

BY _____
Zane Rising Sun, MD

Date: _____

As Approved by TAT Resolution: 14-013-VJB (4-10-14)
Number Date

- C. **HEALTH INSURANCE, LIFE INSURANCE AND DISABILITY:** The Employee shall be entitled to health insurance, life insurance and disability in accordance with the terms of the benefit package offered by the Three Affiliated Tribes.
- D. **RETIREMENT:** The Tribe provides a retirement package through a 401k plan to eligible employees who choose to participate. Full-time employees are eligible for the benefits offered in this contract. Eligible employees will become eligible to participate in this plan after complementing the ninety- day probationary period, provided that the tribe will not be obligated to contribute its employer's match until after the employee has been employed for six months. Employees can contribute a specific percentage of their earnings to the extent allowable by IRS. The tribe will provide an employer contribution up to five percent to participating employees, provided that the employee contributes at least one percent of earnings to the plan. The retirement plan is tax deferred benefit. The amount of your contributions and all earnings on your account is not subject to current federal income tax until you withdraw them from the plan. Participant contributions will be deducted from the employee's paycheck if the employee has authorized the deduction in writing.
- E. **LICENSURE AND PROFESSIONAL DUES:** The Tribe shall pay up to \$1,500 per year towards the Employee's licensure and professional dues. This includes fees per year for State Medical License renewals, National Certification fees, and professional membership dues.
- F. **CONTINUING MEDICAL EDUCATION CREDITS:** Employee shall be entitled to reimbursement for continuing education expenses up to \$5,000.00 per year which is necessary to retain licensure, which shall include expenses incurred while attending courses or conferences in accordance with the terms of the Tribe's P.L.93-638 Contract with the Indian Health Services. The Tribe shall pay for those costs, Employee is required to further his education adequately to keep abreast of new medical developments and maintain certification.
- G. **CELL PHONE AND VEHICLE USE:** The Tribe shall provide the Employee with the use of a cellular phone to be used for job related purposes. The Employee shall have available for her use, a GSA vehicle from the Service Unit to be used for traveling to and from the Elbowoods Memorial Health Center, the White Shield Clinic and the other satellite clinics.
- H. **HOUSING:** If available, housing will be made available at a rental rate established by the Elbowoods Memorial Health Center with the employee responsible for all utilities and other costs.
12. **INDEMNIFICATION:** Except as provided in this Contract, Employee hereby agrees to indemnify and hold the Tribe, its officers, employees, agents and representatives harmless from and against all claims, actions, liabilities, expenses or losses of any kind, including reasonable attorneys, fees, related to the performance of the duties under this

Contract. The Tribe hereby further agrees to indemnify and hold the Employee harmless from and against any and all claims, actions, liabilities, expenses, or losses of any kind, including reasonable attorneys' fees, related to the performance of the Tribes responsibilities under this Contract.

13. **TERMINATION:** This Agreement may be terminated upon the occurrence of any of the following:
 - A. By the material breach of any of the terms or conditions of this Contract by either party and the failure of the breaching party to correct such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party; or
 - B. By the Mutual consent of both parties; or
 - C. Either party may terminate this Contract at any time without cause by giving written notice to terminate to the other party by certified mail, at least ninety (90) days prior to the specified date of termination.
 - D. In the event of a termination for any cause, Employee shall only be due only compensation earned up to the official date of termination.
14. **NON-ASSIGN ABILITY:** Employee specifically agrees that she will not assign or transfer the duties or responsibilities under this Contract or any of the rights or obligations set forth herein without the specific written consent of the Tribe. This Contract is intended to secure the personal services of the Employee.
15. **GOVERNING LAW:** This Contract has been executed on and all services shall be delivered within the Fort Berthold Indian Reservation and shall therefore be interpreted, construed and enforced pursuant to the laws of the Three Affiliated Tribes and subject to the exclusive jurisdiction of the courts of the Three Affiliated Tribes. The parties agree that this Contract establishes a consensual relationship between the parties for jurisdictional purposes.
16. **NOTICE REQUIREMENTS:** Any notice required by the terms of the Contract shall be given by certified mail, postage prepaid, return receipt requested, or by personal delivery to the following addresses, or to such other addresses as the parties may subsequently specify in writing:

Tribe: Tribal Chairman
Three Affiliated Tribes
404 Frontage Road
New Town, ND 58763

A copy to: Legal Department
Three Affiliated Tribes
404 Frontage Road

New Town, ND 58763

Employee: Dr. Zane Rising Sun

17. **MEDICAL RECORDS:** Employee hereby agrees that she will at all times, keep confidential, and will not disclose or furnish to anyone other than authorized representatives of the parties hereto, the names or addresses of any patients, the diagnosis of any patient and will further not disclose the treatment and results thereof for any medical care furnished to any patient, except as specifically authorized in writing. All such information shall be kept confidential. All medical records, charts, reports, x-rays, correspondence and other documentation maintained by the Tribe or by the Elbowoods Memorial Health Center, with respect to all patients, including those treated by the employee, shall be the sole property of and retained by the Tribe or the Elbowoods Memorial Health Center unless otherwise specifically agreed. The parties hereto agree that all medical records will be fully available to the Employee for review in the event medical malpractice litigation is commenced against the Employee, provided, however, that the Employee will not furnish the medical record information to other persons without appropriate discovery request thereof, subpoena under the provisions of the Three Affiliated Tribes, Rules of Civil Procedure, North Dakota Rules of Civil Procedure, or, the Federal Rules of Civil Procedure, as applicable. The Employee further agrees to at all times comply with the requirements of the Health Insurance Portability and Accountability Act (HIPPA) and its regulations and to generate and maintain proper medical recorded information on patients in accordance with the same.

The parties further agree that the provisions of this paragraph concerning confidentiality of medical records shall be a continuing agreement and covenant and shall survive any termination of this Contract.

18. **COMPLIANCE WITH LAWS AND REGULATIONS:** Employee shall at all times during the term of this Contract comply with all federal, tribal and state laws, rules, regulations, policies and procedures applicable to the delivery of health care services under this Contract. The Employee shall be subject to and comply with all of the terms of the Tribe's Personnel Policies and Procedures Manual.
19. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be construed, held or interpreted as a waiver of the Sovereign Immunity of the Three Affiliated Tribes, its officers, agents, subdivisions or assigns.



CERTIFICATION

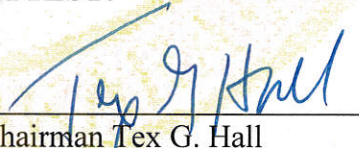
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 10th day of April, 2014, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 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 10th day of April, 2014.



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

ATTEST:


Chairman Tex G. Hall
Tribal Business Council
Three Affiliated Tribes