



Resolution No. 14-123-VJB

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

A Resolution Entitled: “Approval of Consulting Contract with Red Tail Psychology Services / Dr. Chris Hertler – Circle of Life Program”

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, 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 Constitution of the Three Affiliated Tribes 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 VI, Section 5 (l) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies and Tribal officials on the Reservation; and

WHEREAS, The TAT Circle of Life program desires to contract with Red Tail Psychology Services / Dr. Chris Hertler to provide psychological services to the Tribe through the Circle of Life Program;

WHEREAS, The Tribal Health Committee has reviewed this proposal and has moved it to the Tribal Business Council for formal approval.

NOW THEREFORE BE IT RESOLVED, The Tribal Business Council of the Three Affiliated Tribes hereby approves the Consultant Agreement with Red Tail Psychology Services / Dr. Chris Hertler to provide psychological services to the Tribe through the TAT Circle of Life program; and

BE IT FURTHER RESOLVED, the entire contract cost shall not exceed \$57,600.00 for the term of the Agreement; and

BE IT FINALLY RESOLVED, the Tribal Chairman and Treasurer are hereby authorized to execute the Agreement with Red Tail Psychology Services and the Circle of Life Program Director shall supervise the contract.

CONSULTANT CONTRACT
BETWEEN THE THREE AFFILIATED TRIBES AND
Red Tail Psychology Services

1. PARTIES

This contract is between the Three Affiliated Tribes, 404 Frontage Road, New Town, North Dakota 58763 (hereinafter "Tribe") and, *Red Tail Psychology Services, 969 10th Avenue West, (hereinafter "Consultant") of Dickinson, ND 58601.*

THE PARTIES AGREE AS FOLLOWS:

2. CONTRACT PURPOSE:

The purpose of this Contract is to provide psychological services to the Three Affiliated Tribes.

3. TERM OF CONTRACT

The first term of this contract shall be for the period of September 1, 2014 through September 1, 2015, and is renewable before September 1, 2015.

4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:

Consultant shall render the following services to the Tribe: to provide 48 hours of psychological consultation, evaluation, and therapy services to the Three Affiliated Tribes per month. Services shall be provided for three weeks of every month on the following days: Tuesday (4 hours), Wednesday (8 hours), Thursday (4 hours).

5. WHERE SERVICES ARE TO BE PERFORMED:

Services are to be performed at Three Tribes Circle of Life, 404 Frontage Rd. New Town, ND 58763.

6. COMPENSATION AND PAYMENTS:

In consideration of the services to be performed the Consultant shall be paid \$100 per hour. The total compensation under this Contract shall not exceed \$57,600.00 without written approval of the Tribe. Consultant shall not be reimbursed for any expenses associated with the services performed under this Agreement.

7. EXPENSES:

Consultant shall not be reimbursed for any expenses associated with the services performed under this Agreement.

8. INDEPENDENT CONTRACTOR:

- A. The Consultant assures the Tribe that the Consultant is an independent contractor providing services for the Tribe and that neither the Consultant nor any of the Consultant's employees, agents, sub-Consultants, etc. are employees of the Tribe under this Contract or any subsequent amendment or extension hereof. Consultant has no power or authority to act for, represent, or bind the Tribe or any entity affiliated with the Tribe in any manner. Consultant and Consultant's employees are not entitled to any medical coverage, life insurance, or participation in any other benefits afforded to the Tribe's regular employees, or those of Tribe-affiliated entities. If the Tribe or any of Tribe-affiliated companies are required to pay or withhold any taxes or make any other payment with respect to fees payable to Consultant, Consultant will reimburse the Tribe or the affiliated entity in full for taxes paid, and permit the Tribe to make deductions for taxes required to be withheld from any sum due the Consultant.
- B. The Consultant is solely responsible for assuring compliance with all legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the employment of any persons providing services to the Consultant or any of its sub-Consultants, under this Contract. The Consultant agrees that the Consultant shall indemnify the Tribe for any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing or resulting from: 1) the Consultant's failure to comply with this Contract; 2) from any ruling of any legal authority or claims by any sub-Consultant, employee or alleged employee of the Consultant, that the Consultant or a person the Consultant has held out to be his/her employee is an employee of the Tribe.

9. CONSULTANT NOT TO ENGAGE IN CONFLICTING ACTIVITIES:

During the time of this Contract, Consultant will not enter into any activity, employment, or business arrangement that conflicts with the Tribe's interests or Consultant's status. The Tribe shall have the option of terminating this Contract at any time if in Tribe's sole judgment a conflict of interest exists or is imminent. Consultant will advise the Tribe of Consultant's position with respect to any activity, employment, or business arrangement contemplated by Consultant that may be relevant to this Section. For this purpose, Consultant agrees to disclose any such plans to the Tribes prior to implementation.

10. WARRANTY THAT CONTRACT DOES NOT COMTEMPLA TE CORRUPT PRACTICES – DOMESTIC OR FOREIGN:

Consultant represents and warrants that (a) all payments under this Contract constitute compensation for services performed; and (b) this Contract and all payments, and the use of the payments by Consultant, do not and shall not constitute an offer, payment, or promise, or authorization of payments, and of any money or gift to an office or political party of, or candidate for political office in, any jurisdiction within or outside the United States. These payments may not be used to influence any act or decision of any official, party, or candidate to use his, her or its

influence with a government to affect or influence any act or decision of such government to assist the Tribe in obtaining, retaining, or directing business to the Tribe or any person or other corporate entity. As used in this paragraph, the term "official" means any officer or employee of a government, or any person acting in an official capacity for or on behalf of any government; the term "government" includes department, agency, or instrumentality of a government.

11. FUNDING AVAILABILITY:

The Consultant agrees and understands that this Contract is dependent upon available funding. In the event such funding expires or is reduced, this Contract may be terminated or modified by the Tribe at its sole discretion. Modification of the Contract includes, but is not limited to, reduction of the rates or amounts of consideration of the alteration of the manner of the performance in order to reduce expenditures under the Contract.

12. TERMINATION OF CONTRACT:

When terminated for cause by either party, this Contract may be terminated immediately upon written notice. Written notice shall be delivered to the addresses set forth under Paragraph 1 above. This Contract may be terminated without cause upon 60 days written notice to the other party. Any notice deadline shall be measured from the date the notice is posted and mailed.

13. GOVERNING LAW:

This Contract is subject to and shall be interpreted in accordance with the laws of the Three Affiliated Tribes.

14. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES:

The rights and duties under this Contract may not be assigned or delegated by either party without the prior written consent of the other.

15. ENTIRE CONTRACT AND MODIFICATION:

This Contract contains the entire Agreement between the parties. This Contract may not be modified except by later written Contract signed by both parties.

16. INSURANCE & INDEMNIFICATION:

None.

17. JURISDICTION:

This Contract was executed and is to be carried out on the Fort Berthold Indian Reservation. Any dispute arising under this Contract is subject to the jurisdiction of the Fort Berthold District Court.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with all applicable Federal, State, and Tribal (i.e. TERO) laws and regulations in performing this Contract. Consultant shall also comply with all of the Tribe's policies, procedures, and rules.

19. LIAISON & CONTRACT SUPERVISION:

Circle of Life Director shall be the supervisor over the Consultant and the Consultant's work.

20. SEVERABILITY:

It is understood and agreed by the parties hereto that if any term or provision of this Contract is held to be illegal, void or in conflict with any applicable Tribal, State or Federal law, the validity of the remaining terms and provisions shall not be affected. And the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

22. WAIVER:

Waiver of any default, breach or failure to perform under this Contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not to be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

23. SOVEREIGN IMMUNITY:

Nothing in this Consultant Agreement shall be construed, held or interpreted as a waiver of the sovereign immunity of the Three Affiliated Tribes, its officials, agents or assigns.

SIGNATURE PAGE TO FOLLOW

AGREED AND APPROVED:

CONSULTANT: Dr Chris Hertler

By Chris Hertler, Ph.D.

8-12-14
Date

THREE AFFILIATED TRIBES: Circle of Life

By _____

Date

CONCURRED:

By: Tex G. Hall
Tex G. Hall
Chairman

8-15-14
Date

By: _____
Mervin Packineau
Treasurer

Date




CERTIFICATION

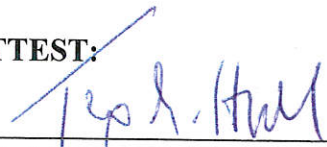
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 14th day of August, 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 14th day of August, 2014.



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

ATTEST:


Tribal Chairman, Tex G. Hall
Tribal Business Council
Three Affiliated Tribes