



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

A Resolution Entitled: “Approval of Train for Change Consulting Contract – 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 Train for Change – Alyssa A. Forcehimes of Carson City, NV to develop and implement community wide addiction treatment program for the Fort Berthold Reservation; and

WHEREAS, The Tribal Health Committee has reviewed this proposal and has moved 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 Train for Change / Alyssa A. Forechimes to develop and implement a community wide addiction treatment program; and

BE IT FURTHER RESOLVED, the entire contract cost shall not exceed \$208,000.00 for the term of the Agreement; and

BE IT FINALLY RESOLVED, the Tribal Chairman and Treasurer are hereby authorized to execute the Agreement with Train for Change and the Circle of Life Program shall supervise the contract.

**CONSULTANT CONTRACT
BETWEEN THE THREE AFFILIATED TRIBES AND
TRAIN FOR CHANGE, 5221 SIGSTROM DRIVE, CARSON CITY, NV 89706**

1. PARTIES:

This contract is between the Train for Change, Alyssa A. Forcehimes, Ph.D. 5221 Sigstrom Drive, Carson City, NV 89706 and the Three Affiliated Tribes, with a mailing address of 404 Frontage Road, New Town, North Dakota 58763 (701) 627-4781

THE PARTIES AGREE AS FOLLOWS:

2. CONTRACT PURPOSE:

To develop and implement a community wide addiction treatment program.

3. TERM OF CONTRACT

Dates to be determined based on reasonable timeline for program implementation set by consultant and community stakeholders throughout 2014-2016.

4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:

Consultant shall render the following services to the Tribe:

JOURNAL DEVELOPMENT AND PRODUCT

Development of CRAFT adapted for AI/AN with 5,000 journals for community

distribution: Development of a team to include experts on CRAFT and community stakeholders to participate in development of Journal and ensuring cultural appropriateness. These Journals will be available to community members who are concerned about a loved one's substance use.

Development of MI/CRA adapted for AI/AN with 5,000 Journals for community

distribution: Development of a team to include experts on CRA/MI and community stakeholders to participate in development of Journal and ensuring cultural appropriateness. These Journals will be available to community members who are concerned about a loved one's substance use.

PROMOTIONAL MATERIALS

Postcards: Development, production and assistance with strategy for distribution of 5,000 postcards sent to community members to raise community awareness of Journals and where these products are available.

Signs: Development, production and assistance with strategy for distribution of 100 signs to be placed strategically in the community to raise community awareness of Journals and where these products are available.

Flyers: Development, production and assistance with strategy for distribution of 500 flyers to raise community awareness of Journals and where these products are available.

TRAININGS AND ONGOING COACHING

2-day training in Motivational Interviewing: Each of the three trainings will offer an opportunity for 50 community members to attend, resulting in a total of 150 community members being trained in motivational interviewing. Fee is honoraria for expert trainer.

Travel/per diem: Assuming economy airfare, three night standard hotel accommodations and per diem for each of the three trainings.

2-day training in Community Reinforcement Approach and Family Training: Each of the three trainings will offer an opportunity for 50 community members to attend, resulting in a total of 150 community members being trained in CRAFT. Fee is honoraria for expert trainer.

Travel/per diem: Assuming economy airfare, three night standard hotel accommodations and per diem for each of the three trainings.

2-day training in Community Reinforcement Approach: Each of the three trainings will offer an opportunity for 50 community members to attend, resulting in a total of 150 community members being trained in CRA. Fee is honoraria for expert trainer.

Travel/per diem: Assuming economy airfare, three night standard hotel accommodations and per diem for each of the three trainings.

Ongoing coaching in MI/CRAFT/CRA: This will allow up to 60 people (out of the total of up to 450 uniquely trained individuals) to become the identified experts for the community and gain additional individualized coaching in the treatment modalities for a period of one year. Each person identified to receive ongoing coaching will have a ½ hour “pseudo-patient” interaction by telephone each month. This will be audio recorded and then coded for adherence to the behavioral intervention. Individuals will then have a ½ hour coaching call as a way to maintain skills in this treatment modality.

5. DESCRIPTION OF ASSISTANCE PROVIDED BY THE TRIBE TO CONSULTANT:

PRODUCT DEVELOPMENT

- Nominate stakeholders to participate in Journal development and ensure cultural appropriateness
- Collaborate with Train for Change on strategy for dissemination

PROMOTIONAL MATERIALS

- Collaborate with Train for Change on strategy for dissemination
- Develop mailing list for postcard dissemination

TRAINING AND ONGOING COACHING

- Provide venue for trainings, to accommodate 50 trainees
- Provide A/V equipment (e.g., screen, projector) in training venue.
- Work with Train for Change to define “Champion” and determine trainee groups for each modality
- Work with Train for Change to select group receiving ongoing coaching in each modality
- Assist, as needed, in scheduling ongoing coaching

6. WHERE SERVICES ARE TO BE PERFORMED:

- A. Services will be performed in and around Fort Berthold Indian Reservation as well as remotely from Carson City, NV (headquarters of The Change Companies) and from Albuquerque, New Mexico (where Executive Director of Train for Change is located).

7. COMPENSATION AND PAYMENTS:

Ft. Berthold shall pay consultant (Train for Change)

- Pay the total of \$206,000.00 in two increments:
 - \$86,000 in FY 2014 (to be paid in full by September 30, 2014)
 - \$120,000 in FY 2015 (to be paid in full by September 30, 2015)

8. EXPENSES: No other expenses shall be allowed except those provided under Section 7 – Compensation.

9. 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 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 for 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. GOVERNING LAW:

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

15. 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.

16. 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.

17. INSURANCE & INDEMNIFICATION:

None.

18. 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.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with all applicable Federal, State, and Tribal laws and regulations in performing this Contract. Consultant shall also comply with all of the Tribes policies, procedures and rules.

20. LIAISON & CONTRACT SUPERVISION: Circle of Life Program Director shall be the liaison and contract supervisor for the Tribe.

21. 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 Contract shall be construed, held or interpreted as a waiver of the Sovereign Immunity of the Three Affiliated Tribes, its official, officers, agents and/or assigns.

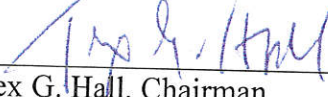
AGREED AND APPROVED:

CONSULTANT:

By _____

_____ Date

THREE AFFILIATED TRIBES:

By: 
Tex G. Hall, Chairman

8-15-14
_____ Date

By: _____
Mervin Packineau, Treasurer

_____ Date




Resolution No. 14-124-VJB

CERTIFICATION

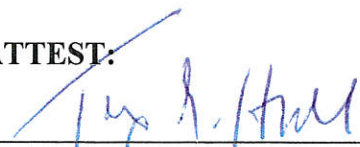
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 6 were present at a Regular Meeting thereof duly 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 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 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