



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

A Resolution entitled, "Approving Settlement Agreement and Release Between Elbowoods Memorial Health Center and the New Town Ambulance Service"

WHEREAS, The Three Affiliated Tribes of the Mandan, Hidatsa and Arikara Nation (the "Tribe") is a federally recognized Indian tribe governed by the Constitution of the Tribe approved by the Secretary of the Interior (the "Constitution"); and

WHEREAS, the Tribal Business Council (the "Tribal Council") is the duly elected governing body of the Tribe, empowered pursuant to the Constitution to represent the Tribe and act in all matters that concern the general welfare of the Tribe; and

WHEREAS, duly authorized representatives of the MHA Nation and New Town Ambulance Service have entered into the Settlement Agreement attached hereto as Exhibit A, subject to the authorization, ratification and approval of the Tribal Council; and

WHEREAS, the Tribal Council has reviewed the Settlement Agreement attached hereto as Exhibit A and has determined that it is in the best interests of the Tribe to authorize, ratify, and approve the Settlement Agreement; and

NOW THEREFORE BE IT RESOLVED, that the Tribal Council hereby authorizes, ratifies, and approves the Settlement Agreement attached hereto as Exhibit A; and that the Tribe, on behalf of itself and on behalf of each legally-recognized entity or organization of the Tribe; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Tribal Business Council hereby authorizes the payment to New Town Ambulance in the amount of \$190,000.00; and

BE IT FINALLY RESOLVED, that to the extent any provision of Tribal Law is inconsistent with this Resolution, such provision is hereby superseded by this Resolution.

(SIGNATURE PAGE TO FOLLOW)



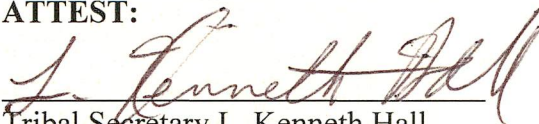
CERTIFICATION

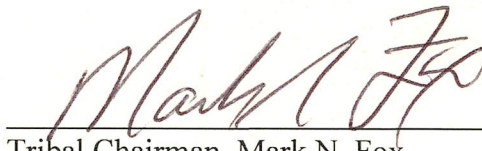
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 6 were present at a **Continuation** Meeting thereof duly called, noticed, convened and held on the **30th** day of **March**, 2016, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] Voting. [] Not Voting.

Dated this 30th day of March, 2016.

ATTEST:


Tribal Secretary L. Kenneth Hall
Tribal Business Council
Three Affiliated Tribes


Tribal Chairman, Mark N. Fox
Tribal Business Council
Three Affiliated Tribes

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE entered into this 30 day of March, 2016 by and between the Three Affiliated Tribes, acting by and through the Elbowoods Memorial Health Center (EMHC) (hereinafter “Tribe”) and New Town Ambulance Service, New Town, ND 58784 (hereinafter “Provider”).

RECITALS:

WHEREAS, through September 30, 2015 Provider provided healthcare services to patients with outstanding balances (identified in Attachment A) for which payment to the Provider for said services remains outstanding in **Attachment A**; and

WHEREAS, Pursuant to the Tribe’s PL 93-638 Contract with the Indian Health Services for Contract Health Services, the Tribe and EMHC are responsible for the payment of those healthcare bills for said patients; and

WHEREAS, The parties have been in dispute regarding the final amount owed by the Tribe to the Provider for the services provided through September 30, 2015 and the parties desire to settle their respective claims and resolve said dispute and have reached an agreement regarding the same.

NOW THEREFORE, in consideration of the mutual covenants and agreements set out herein, the parties hereby agree as follows:

1. The Tribe agrees to pay and deliver to the Provider on or before April 15, 2016, the amount of one hundred ninety thousand one dollars and zero cents (\$190,000.00) as full and final settlement of all claims related to services provided through September 30, 2015, the above referenced services.
2. Provider agrees to accept this amount in full satisfaction and settlement of the all claims for services through September 30, 2015 and include on **Attachment A**, which is hereby incorporated into and made a part of this Agreement. Both parties agree that the \$190,000.00 is full and final settlement for all services through September 30, 2015, and that neither party shall incur any future liability of any nature for services provided prior to September 30, 2015.
3. The Tribe and EMHC shall pay and deliver the amount agreed to in section 1 of this Agreement by check payable to the Provider on or before April 15, 2016.
4. In consideration of the payment to be made by the Tribe, The Provider hereby releases, acquits, and forever discharges the Tribe and its successors, assigns officers, employees, representatives, and all other persons, corporations, associations or partnerships of and all other persons, corporations, associations or partnerships of and all current liability,

claims, actions, demands, rights, damages, costs, loss of service and expenses whatsoever which Provider now has through the services rendered by the Provider to the patient(s) listed in **Attachment A**. The Provider further agrees to forever release the Patients identified in **Attachment A** from any liability for said services and agrees that Provider shall cease all current collection activities and will not in any manner pursue any further collection activities and will not in any manner pursue any further collection action against said patient(s). The parties hereby agree that the release set forth herein applies only to those services covered by this Agreement listed in **Attachment A** and shall not apply to any further services provided by the Provider to any of The Tribe also agrees that this settlement is final and releases, acquits, and forever discharges New Town Ambulance from any and all future liability for any and all services provided prior to and through **September 30, 2015**.

5. This Agreement constitutes the entire agreement between the parties and any prior agreements between the parties related to the claims for the fiscal year mentioned above whether written or verbal are hereby revoked. The Agreement governs the rights, liabilities and obligations of the parties.

Dated 30th day of March 2016.

TRIBE:

Mark N. Fox

Chairman

Three Affiliated Tribes

PROVIDER:

New Town Ambulance

Print Name/Title