

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

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under 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, a significant number of enrolled members of the Three Affiliated Tribes receive services from the New Town Ambulance Service District, a totally volunteer service providing ambulance service within the northwestern quarter of the Fort Berthold Indian Reservation and other parts of Mountrail and McKenzie Counties in north western North Dakota; and

WHEREAS, the service provided by New Town Ambulance Service District means travelling long distances on lightly travelled two-lane roads to arrive at a hospital or to pick up persons needing medical services, often in hazardous weather conditions;

WHEREAS, in recent years, approximately 70% of the persons served by the New Town Ambulance Service District have been enrolled members of the Three Affiliated Tribes;

WHEREAS, the New Town Ambulance Service District has, on occasion, served persons outside of their normal service area on the west side of Lake Sakakawea, including persons in the Mandaree area; and

WHEREAS, the cost of operating the ambulance service, including new equipment that is necessary, and the cost of purchase of a new ambulance from time to time, and the cost of obtaining a building to house the ambulances and other vehicles, has not been met totally by insurance and other payments for services rendered, a mill levy from Mountrail County and other contributions;

NOW, THEREFORE, BE IT RESOLVED, That pursuant to the attached Memorandum of Understanding and Agreement between the New Town Ambulance Service District and the Three Affiliated Tribes, and subject to the approval of the Memorandum of Understanding by the District, the Tribal Business Council of the Three Affiliated Tribes authorizes a contribution to be made to the New Town Ambulance Service District of an amount not less than \$15,000 during the 12 months following January 1, 1997; and

MEMORANDUM OF UNDERSTANDING

between

**Three Affiliated Tribes
and
New Town Ambulance Service District**

This is a Memorandum of Understanding and Agreement between the Three Affiliated Tribes, a Federally recognized Indian Tribe whose reservation is the Fort Berthold Indian Reservation, and the New Town Ambulance Service District, headquartered in New Town, North Dakota, which operates in part within the boundaries of the Reservation, for the provision of ambulance service.

RECITALS

WHEREAS, the New Town Ambulance Service District provides a totally volunteer ambulance service within south-western Mountrail County, and parts of eastern McKenzie County, in North Dakota;

WHEREAS, the service area of the New Town Ambulance Service District lies partly within the Fort Berthold Indian Reservation serving the members of the Three Affiliated Tribes as well as all other persons living in that area;

WHEREAS, the service provided by New Town Ambulance Service District means travelling long distances on lightly travelled two-lane roads to arrive at a hospital or to pick up persons needing medical services, often in hazardous weather conditions;

WHEREAS, in recent years, approximately 70% of the persons served by the New Town Ambulance Service District have been enrolled members of the Three Affiliated Tribes;

WHEREAS, the New Town Ambulance Service District has, on occasion, served persons outside of their normal service area on the west side of Lake Sakakawea, including persons in the Mandaree area; and

WHEREAS, the cost of operating the ambulance service, including the cost of purchase of a new ambulance from time to time, the cost of obtaining a building to house the ambulances and other vehicles and the cost of other equipment needed has not been met totally by insurance and other payments for services rendered, a mill levy from Mountrail County and other contributions;

NOW THEREFORE, the parties agree as follows:

1. The Three Affiliated Tribes, acting through its Tribal Business Council, will contribute, for a one-year period beginning January 1, 1997, not less than \$15,000 to the New Town Ambulance Service District.

2. The Three Affiliated Tribes will also provide assistance to the New Town Ambulance Service District with regard to increasing collections from the Indian Health Service (IHS) and other insurance providers, including, as necessary, assistance to the New Town Ambulance Service District in establishing a more efficient collection system.

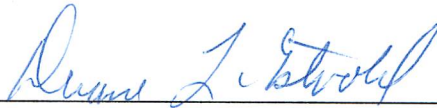
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New Town Ambulance Service
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3. The New Town Ambulance Service District will continue to provide service to areas west of Lake Sakakawea, outside of the boundaries outside its service area, as needed from time to time.

4. The New Town Ambulance Service District and the Three Affiliated Tribes will continue to actively seek other sources of funding for the needs of the Service District.

5. This Memorandum of Understanding and Agreement, and the contribution amount, will be reviewed in consultation with officials of the New Town Ambulance Service District on no less than an annual basis by the Tribal Business Council's Human Resources Committee, and a determination will then be made whether to recommend to the full Tribal Business Council that this agreement be renewed on the same or on other terms.

Dated this 31 day of August, 1997.



Duane Estvold, President
New Town Ambulance Service District



Russell D. Mason, Sr., Chairman
Three Affiliated Tribes

BE IT FURTHER RESOLVED, That the Three Affiliated Tribes will during 1997 actively examine the need for additional funds to be contributed to the New Town Ambulance Service District and will also examine other sources of funding for the District; and

BE IT FURTHER RESOLVED, That the Three Affiliated Tribes will, pursuant to the attached Memorandum of Understanding, and subject to the approval of the of the District, continue to assist the New Town Ambulance Service District with collection efforts for services rendered, particularly with the Indian Health Service; and

BE IT FURTHER RESOLVED, That should the amount allocated to the New Town Ambulance Service District throughout 1997 exceed the amount set forth in the approved Tribal budget for service provided by the District, the amount budgeted shall be adjusted upwards accordingly; and

BE IT FURTHER RESOLVED, That the Tribal Business Council hereby authorizes the Tribal Chairman to execute the attached Memorandum of Understanding and Agreement between the New Town Ambulance Service District and the Three Affiliated Tribes.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 17th day of December, 1996; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 6 members, 0 members opposed, 1 members abstained, 0 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 16th day of December, 1996.

Daylon Spotted Bear
Secretary, Tribal Business Council

ATTEST:



Chairman, Tribal Business Council

MEMORANDUM OF UNDERSTANDING

between

Three Affiliated Tribes and New Town Ambulance Service District

This is a Memorandum of Understanding and Agreement between the Three Affiliated Tribes, a Federally recognized Indian Tribe whose reservation is the Fort Berthold Indian Reservation, and the New Town Ambulance Service District, headquartered in New Town, North Dakota, which operates in part within the boundaries of the Reservation, for the provision of ambulance service.

RECITALS

WHEREAS, the New Town Ambulance Service District provides a totally volunteer ambulance service within south-western Mountrail County, and parts of eastern McKenzie County, in North Dakota;

WHEREAS, the service area of the New Town Ambulance Service District lies partly within the Fort Berthold Indian Reservation serving the members of the Three Affiliated Tribes as well as all other persons living in that area;

WHEREAS, the service provided by New Town Ambulance Service District means travelling long distances on lightly travelled two-lane roads to arrive at a hospital or to pick up persons needing medical services, often in hazardous weather conditions;

WHEREAS, in recent years, approximately 70% of the persons served by the New Town Ambulance Service District have been enrolled members of the Three Affiliated Tribes;

WHEREAS, the New Town Ambulance Service District has, on occasion, served persons outside of their normal service area on the west side of Lake Sakakawea, including persons in the Mandaree area; and

WHEREAS, the cost of operating the ambulance service, including the cost of purchase of a new ambulance from time to time, and the cost of obtaining a building to house the ambulances and other vehicles, has not been met totally by insurance and other payments for services rendered, a mill levy from Mountrail County and other contributions;

NOW THEREFORE, the parties agree as follows:

1. The Three Affiliated Tribes, acting through its Tribal Business Council, will contribute, for a one-year period, a maximum of \$30,000 to the New Town Ambulance Service District.
2. The Three Affiliated Tribes will also provide assistance to the New Town Ambulance Service District with regard to increasing collections from the Indian Health Service (IHS) and other insurance providers, including, as necessary, assistance to the New Town Ambulance Service District in establishing a more efficient collection system.

Three Affiliated Tribes
Ed Lonefight
Indian Health Services
New Town, ND

Mr. Lonefight:

To answer your request of the financial status of the New Town Community Ambulance Service District, We give the following:

In 1996 the total amount that was billed to IHS was \$13,469.00. Of this amount billed, \$4710.00 has been received to date. We have purchase orders for the remaining \$8759.00. I do not have to point out that this is a very slow payment procedure. We also have the following amounts yet to come from Medicaid-\$5648.00; Medicare-\$12117.13; County welfare-\$3430.00; and Private Insurances-\$5608.00. The figures from Medicaid, Medicare, and County welfare are significant amounts because 70% of these are Native American. We were always told to try all sources and if they fail then we can bill IHS, when dealing with Native American patients. We also have a list of unpaid bills thru IHS dating back to December 31, 1988 in the amount of \$24,576.38. This does not include unpaid bills from previous years.

Training cost for 1996 was \$5780.00. When we submit a budget to the county for our mill levy, we include training expense, Ambulance maintenance, building maintenance, drivers and EMT costs etc. When we formulate a budget it is just to show a need for the \$8100.00 mill levy which is levied each year. Income and expense balance out except for the \$8100.00.

Here is a summary of our financial picture for 1996.

INCOME:	Received from Runs	17474.00
	TAT Service Agreement	15000.00
	Mill Levy	8100.00
	Donations	2200.00
	TOTAL	42774.00

EXPENSES:	Expenses for the year	66967.00 - included amb.
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As you can see this leaves us in a deficit position of \$24193.00. During the last month of 1995 we had the good fortune of getting \$52500.00 from the old New Town Nursing Home board to be used towards a new ambulance building. With our savings balance and this donation we built the building and purchased a much needed used ambulance for \$28000.00. The building is of a commercial type. The city insisted it be of block type to fit in with the civic center, for this they would donate the property next to the police station. A commercial building is more expensive but the upkeep will be minimal in the future. Needless to say, the Ambulance District had to borrow \$20000.00 in order to complete the building and to purchase the ambulance.

We have to get into a program of ambulance replacement every 3 years. We must budget for it and put this program in place, especially if we are going to continue with as many runs as we do per year. To summarize the need for additional funds we have a balance due from IHS from 1988 to date of \$38500.00 plus a need for the following:

Frac Pac	285.00
Recertify 1st responders	350.00
Train new 1st responders	2400.00
911 Radio System	4500.00
8 Pagers	3600.00
Defibulator	7000.00
Pulse Oximeter	700.00
Radio for Unit #2	1200.00
Ambulance Replacement Program	30000.00

- 2 ambulances now -

- backup - 140,000 mi

- 30,000 - diesel - ^{70,000} ~~80,000~~

TOTAL 50035.00

↓
approx. cost
of amb. +
equip

For this volunteer service to continue serving the community in the future as in the past we must have additional funding and prompt payment of bills. How the Federal Government and IHS can operate a medical service and not budget for ambulance service is unthinkable when it is obvious that the two go hand in hand. This type of business procedure has went on too many years and the service can not financially continue as in the past. We have a district and IHS and its surrounding area is not in our district.

The volunteers of the ambulance service are a multi-culture group, which is very representative of our community. These wonderful people donate there time during their weekends, holidays, as well as leaving a job when they are on call. I cannot begin to explain the admiration I have for their unselfishness and caring attitudes. All members of this community should realize the importance of this service to our community.

The Community Ambulance Service would be better off, financially, if we did not go out of our district. We would be better off if IHS and the surrounding area had their own ambulance service. We would not be battling the Slow Payment and often No Payment situations we have experienced in the past several years. Most important and above all we wouldn't experience the burn-out of our much needed volunteers.

New Town Community Ambulance Service District

Fed + State req. for
ambulance.



Duane L. Estvold, President

cc: Chairman Mason, Three Affiliated Tribes

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Dated this _____ day of _____, 19__.

Duane Estvold, President
New Town Ambulance Service District

Russell D. Mason, Sr., Chairman
Three Affiliated Tribes