

ORIGINAL



## Little River Band of Ottawa Indians

1762 U.S. 31 South  
Manistee MI 49660  
(231) 723-8288

RESOLUTION NO. #00-0610-08

### RATIFYING CONSULTING CONTRACT WITH DEBRA MENESS, D.O.

WHEREAS, the Little River Band of Ottawa Indians is a federally recognized tribe, as reaffirmed under P.L. 103-324, enacted on September 21, 1994; and

WHEREAS, the Tribe and its members are eligible for all services and benefits provided by the federal government to Indians as members of federally recognized Tribes; and

WHEREAS, the Tribal Council, pursuant to Article IV, Section 7(b) of the Constitution of the Little River Band of Ottawa Indians ("Tribal Constitution"), has the power to authorize and ratify agreements and contracts negotiated on behalf of the Tribe, ~~with the federal government~~; and

WHEREAS, the Tribal Ogema, pursuant to Article VI, Section 5(a) of the Tribal Constitution, is authorized to negotiate and execute contracts on behalf of the Tribe, provided such contracts are approved and ratified by the Tribal Council; and

WHEREAS, the Tribal Health Director has presented a consulting contract proposal with Debra Meness, D.O., to assist the Tribe with development of policies and procedures for the Little River Health Center and Health Department, and with the development of health education seminars for Tribal members; and

WHEREAS, the Tribal Council supports and approves the contract proposal from Debra Meness, D.O.; and

WHEREAS, the Tribal Council understands that the contract with Debra Meness, D.O., would include a limited waiver of sovereign immunity, which would provide that disputes would be resolved in the Tribal Courts and include waiver of the Tribe's immunity from suit for damages to permit Dr. Meness to seek contract damages.

NOW THEREFORE BE IT RESOLVED, that the Tribal Council of the Little River Band of Ottawa Indians hereby ratifies the Consulting Contract with Debra Meness, D.O., which was executed by Tribal Ogema, Robert Guenthardt.

IT IS FURTHER RESOLVED THAT the Tribal Council specifically waives its immunity from suit to permit Dr. Meness to enforce the terms of that contract in accordance with the dispute resolution provisions contained in such agreement.

SERVING KENT, LAKE, MANISTEE, MASON, MUSKEGON, NEWAYGO,  
OCEANA, OTTAWA AND WEXFORD COUNTIES  
FAX (231) 723-8020



**Certificate of Adoption**

This resolution was adopted by the Tribal Council of the Little River Band of Ottawa Indians at its Regular Session held at the Little River Band Community Center in Manistee, Michigan on June 10, 2000, by a vote of 7 in favor, 0 opposed, 2 absent, and 0 abstentions. A quorum of the Tribal Council being present for such vote.

Date: 6/19/00

  
Charles Fisher, Council Recorder

Attest:

  
Joan Spalding, Council Speaker



## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is made by the Little River Band of Ottawa Indians, a federally-recognized Indian Tribe, whose address is 1762 U.S. 31 South, Manistee, Michigan 49660 ("Tribe") and Debra Meness, D.O., whose address is 53 Martin Drive, Lewiston, ME 04240-5043, ("Contractor").

WHEREAS, the Tribe desires to retain the services of the Contractor to assist the Tribe in the completion of the objectives and tasks defined in the Scope of Work; and

WHEREAS, the Contractor has the experience and expertise necessary to complete the services sought by the Tribe in a professional manner; and

WHEREAS, the Tribe wishes to utilize the services and abilities of the Contractor for this purpose and the Contractor is willing to offer his/her services under the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Engagement and Duties. During the term of this Agreement, the Tribe engages Debra Meness, D.O., as an Independent Contractor. The Contractor shall be responsible for completing the objectives and tasks defined in the Scope of Work set forth in Attachment A (or any subsequent Scope of Work agreed to by the parties), the terms and conditions of which are incorporated herein and made a part of this Agreement by reference thereto.

2. Term. This Agreement shall begin on the date signed by both parties and shall terminate upon the completion of the tasks defined in the Scope of Work, or by the date specified in such Scope of Work. For purposes of the Scope of Work defined in Attachment A, the "term" of this Agreement shall expire no later than July 2001, or upon reaching the budget limitation described in Attachment A.

3. Compensation.

a. Rate. In return for the services outlined in Attachment A, the Contractor shall be paid according to the following schedule:

- (i) For the work contemplated in Phase I of the project, between May 22, 2000 and July 28, 2000, for up to 8 calendar weeks: \$1,500.00 per week, up to a maximum total of \$12,000.00.



- (ii) For the work contemplated in Phase II of the project, from August 2000 through July 2001: \$1,000.00 per Health Seminar, up to a maximum of \$12,000.00.

b. Billing. Contractor shall be responsible for submitting a billing statement to the Project Supervisor and the Tribal Controller summarizing, by day and project, the number of hours worked in the performance of her duties. Billing statements must be approved by the Project Supervisor prior to payment. Payment for services rendered will be made on the first Monday following approval by the Project Supervisor.

c. Restrictions on Billing. (1) The Contractor shall not be entitled to compensation for work performed after the expiration of the term of this Agreement, unless an extension of the term is granted in writing by the Project Supervisor and the Tribal Ogema; (2) The Contractor is not entitled to receive compensation for work performed which is not authorized under the Scope of Work agreed to by the parties; (3) The Contractor shall not be entitled to compensation for fees in excess of the contract amount prescribed in paragraph 3 and Attachment A, unless additional amounts are approved by the Tribal Ogema and the Tribal Council.

d. Withholding. Contractor understands that his/her relationship shall be that of an independent contractor and the Tribe will not withhold taxes or Social Security payments from any sum paid under this Agreement.

4. Reporting. The Contractor shall submit a written report to the Project Supervisor not less than monthly, or on such other schedule agreed to by the Contractor and Project Supervisor, detailing the work performed during the previous month under the Scope of Work. The Project Supervisor shall provide copies of such reports to the Tribal Ogema, the Grants and Contracts Administrator, and the Tribal Council.

#### 5. Work Product.

a. Reports. The Contractor shall deliver all written reports or other work product specified in the Scope of Work to the Project Supervisor prior to the expiration of such Agreement or such other date requested by the Project Supervisor. The Project Supervisor shall provide copies of such reports or other work product to the Tribal Ogema and the Tribal Council. The Project Supervisor shall be responsible for ensuring that all required reports or other materials specified in the Scope of Work are delivered by Contractor prior to the Expiration of this Agreement.

b. All Materials Produced are Property of the Tribe. Contractor acknowledges that all materials produced by the Contractor in the performance



of his/her duties under this Agreement are the exclusive property of the Tribe and shall be transferred to the Tribe upon completion or termination of this Agreement.

6. Cooperation of Tribe. While this Agreement is in effect, to facilitate the work, the Tribe will use its best efforts to provide such assistance and cooperation as Contractor may request in scheduling meetings and providing source materials requested by Contractor to assist in the completion of his/her duties. Any equipment provided to Contractor to assist in the completion of his/her duties shall be returned to the Tribe in good working order and condition at the expiration of this Agreement.

7. Changes to Contractor's Duties or Scope of Work. If the Tribe desires to make significant changes to the services proposed or conditions associated with the Contractor's duties as presently described, the Tribe shall notify the Contractor and meet to arrive at a mutually satisfactory amendment to this Agreement. Amendments which do not require a modification of any line item in any program budget may be approved by the Project Supervisor.

9. Termination. This Agreement may be terminated by either party provided written notification is given thirty days prior to the date of termination. The Project Supervisor or Tribal Ogema may also terminate this Agreement on behalf of the Tribe if, in the judgment of the Project Supervisor or the Tribal Ogema, Contractor is failing to make satisfactory progress toward completing the objectives specified in the Scope of Work.

10. Dispute Resolution; Consent to Jurisdiction.

(a) The Tribe expressly submits to and consents to the jurisdiction of the Tribal Courts of the Little River Band of Ottawa Indians for the sole purpose of permitting the Contractor to bring action to enforce the Tribe's obligations under this Agreement, or any amendment or supplement thereto or hereto. In the event a suit is commenced on this Agreement in the Tribal Courts, the Tribe covenants that it will not dispute the jurisdiction of such Courts.

(b) The law to be applied in said action shall be the law of the state of Michigan, without reference to any choice of law provisions.

(c) The Tribe's waiver of its sovereign immunity in this Agreement only extends to disputes over the specific written rights and duties of the Contractor and Tribe pursuant to this Agreement.

(d) Damages awarded against the Tribe in satisfaction of any enforcement proceedings under this Lease shall be awarded only from the following: (i) General Revenue Funds of the Tribe up to the maximum dollar amount



remaining unpaid under this Agreement. Damages awarded against the Tribe shall not constitute a lien upon or be collectable from any other income or assets of the Tribe, except with the Tribe's consent.

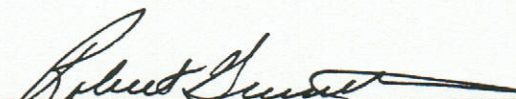
(e) The waiver of sovereign immunity in this Lease is limited to the Contractor.

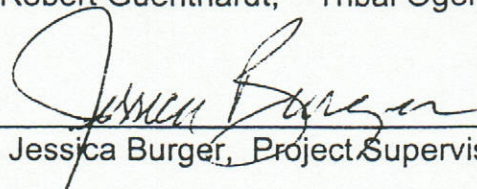
(f) The waiver granted in this Agreement shall commence as of the date of execution of the Agreement and shall continue for six (6) months following the expiration, termination, or cancellation of this Agreement.

THEREFORE, for and in consideration of the mutual covenants and promises between the parties, it is agreed that the Contractor shall furnish services and the Tribe shall make payment for the same in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands.

Little River Band of Ottawa Indians

By:  5/25/00  
Robert Guenthardt, Tribal Ogema Date

By:  5-25-2000  
Jessica Burger, Project Supervisor Date

Contractor: \_\_\_\_\_  
Debra Meness, D.O. Date



DEBRA MENESS  
&  
LITTLE RIVER BAND OF OTTAWA INDIANS  
SCOPE OF WORK  
ATTACHMENT A

The Little River Band of Ottawa Indians (tribe) is in the process of developing both its health facility and health system for the benefit of tribal members. The purpose of this scope of work is to understand the limitations and expectations associated with this agreement. Both parties further understand that the Little River Band of Ottawa Indians will also be working with other consultants within the overall scope of work of the effort.

PHASE I

REVIEW AND REVISE LITTLE RIVER BAND OF OTTAWA INDIANS HEALTH CENTER'S PROCEDURE MANUAL

Debra Meness (contractor) in consultation with Jessica Burger, Executive Director of Health Center will have the responsibility for completing this project activity to further the preparation for federal and state accreditation of the Little River Band of Ottawa Indians Health Facility. This activity will assist and support the ability of the Health Center to do 3<sup>rd</sup> party billing with Medicare, medicaid and private insurance companies.

EXPAND THE LITTLE RIVER BAND OF OTTAWA INDIANS HEALTH CENTER'S MISSION STATEMENT, OPERATING PRINCIPLES, 10, 5, 2 & 1 FORECAST OF THE HEALTH CENTER'S GOALS AND OBJECTIVES,

The contractor will develop these documents in consultation with Jessica Burger

CREATE AND DEVELOP THE OPERATIONAL BY-LAWS FOR THE ESTABLISHMENT OF AN LITTLE RIVER BAND OF OTTAWA INDIANS ADVISORY HEALTH BOARD

The contractor will develop this document in consultation with Jessica Burger

REVISE AND REVIEW EXISTING LITTLE RIVER BAND OF OTTAWA INDIANS HEALTH CENTER'S CHR PROGRAM

This activity is being undertaken to initiate a data patient tracking system. Patient tracking will enable the tribe to identify present and future health needs of the community members. Tracking will also allow the Health Center to better network and share data with the regional and national His offices.

DEVELOP NEW PROGRAMS WITH RELATED POLICIES

Develop new programs for teenage pregnancy, and a comprehensive Elder's program.

With the scope of work put forth in Attachment A, phase I, a budget of \$9,000 is to be paid to Debra Meness in installments of \$1,500 per week for 6 weeks. Approval and release of each installment to be signed and approved by Jessica Burger.

PHASE II

TO DEVELOP AND PROVIDE 12 (TWELVE) MONTHLY MEDICAL EDUCATION SEMINARS FOR TH LITTLE RIVER BAND OF OTTAWA INDIANS COMMUNITY MEMBERS



The scope of work for phase II activity involves 10 to 15 hours of preparation for each monthly seminar. Each seminar will be ½ to 1 day in length. Location to occur at Manistee. Topics and content to be pre-approved by Jessica Burger. Food and beverages or a healthy variation to be provided by the tribe.

The fee of \$1,000 per seminar to be paid at the time of the event.

#### TIMERAME OF ANTICIPATED ACTIVITIES:

##### WEEK 1

Revise existing policy, procedures, CHR manuals  
Draft detailed recommendations for changes to procedures manual  
Begin meeting individually with each CHR staff person.

##### WEEK 2

Develop expansion of mission statement,  
principles, 10 yr. Forecast, goals and objectives  
bylaws for creation of Advisory health board

##### WEEK 3 AND 4

Revise and review existing CHR program to complement mission statement and operating principles  
Incorpoarting 3 additional CHR positions and newly created clinical/ community health nurse.

##### WEEK 5

Develop new program initative for pregant teens in community

##### WEEK 6

Develop new program initative for Elders in the community



**Debra Meness  
53 Martin Drive  
Lewiston, Maine 04240-5043  
Dmeness@aol.com  
(207) 795-1008**

May 18, 2000

Mr. Bill Brooks  
Little River Band of Ottawa Indians  
409 Water Street  
Manistee, MI 49660  
Fax(231) 723-8020

Dear Bill Brooks;

Further to our telephone conversation of May 17th, the following is in order;

1- The specific policies and procedures that I will be working on will be determined by Jessica Burger.

2- I am requesting a \$1,500 per week flat fee. I will put into and work as many hours that it will require to complete the stated tasks.

Briefly, Jessica indicated that a couple priority issues were the Health Center's working policy and procedures manual and creating a behavioral/social program for the teenage pregnant population .

I am anticipating that I can successfully address one to two program issues per week.

3- In the 2nd phase: I anticipate that I will require 10-15 hours of preparation for each seminar. Each seminar will be one-half to one day in length, once every month or every other month. Of course, each topic and its content will be approved by Jessica Burger.

The rationale is based on my experience with knowing that the general Indian population has limited knowledge and understanding about any particular medical condition. For example: Diabetes in Indian country is a major epidemic, and it is also one of the major health diseases of the Little River Band, that can be better controlled with thorough education.



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When people have a better understanding of how exactly diabetes insults the body and the community, then a proactive stand can occur. I firmly believe that taking the time to explain the function of the liver , pancreas, insulin and sugar in the healthy body and then explaining what goes wrong in the diabetic gives everyone a greater appreciation of the necessity to maintain and strive for tight control of ones blood sugar levels. Tight, unwavering control will prolong (by 20 to 30 years) and improve the quality of ones life. This kind of information is empowering and helps one to take responsibility for their health.

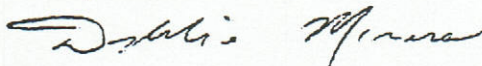
I have enclosed copies of my CV, and my two professional degrees.

I am planning to fly out this Saturday, if an agreement can be reached. My plan is to stay until Tuesday night and get thorough direction, data and materials from Jessica. Then to fly back here to Maine and work on the two above stated issues (in-house policy and procedures and a pregnancy program).

As a side note I did successfully find a place to live in Spring Lake, just outside of Muskegon, but I am unable to move in until the middle of June. From now until then I plan to commute from here to Manistee, staying in Manistee to gather information and dialogue with Jessica and doing the writing portion here in Maine until I move.

I hope the above information illuminates the question you have asked.

All my relations,



Debbie Meness, D.O.