



MEDICINE WHEEL VILLAGE BY-LAWS

On March 4, 2026, the Cheyenne River Sioux Tribal Council approved of a motion to amend the Medicine Wheel Village By-Laws and to publish for thirty (30) days with NO public comment. After the thirty (30) days, Medicine Wheel Village By-Laws will become law.

The Medicine Wheel Village By-Laws will be published via West River Eagle Newspaper, CRST Tribal Secretary's Office Facebook Page, CRST Website, the CRST App and KIPI Radio. A copy of amended Medicine Wheel Village By-Laws can be picked up at the Tribal Secretary's Office located at Girls Dorm, 24 E. Street, Eagle Butte, SD. For any questions, please contact the Tribal Secretary's Office at 605-964-8311.

The deadline date will be Monday, April 27, 2026 at 5:00 PM.

**BYLAWS
OF THE
MEDICINE WHEEL VILLAGE**

A wholly owned corporation of the Cheyenne River Sioux Tribe

ARTICLE I - NAME

The name of the corporation is MEDICINE WHEEL VILLAGE, duly incorporated as a non-profit corporation under the laws of the Cheyenne River Sioux Tribe, pursuant to the authority vested in the Cheyenne River Sioux Tribe by its Constitution, in particular by Article IV, Section I(k) thereof, and by its authority to provide for the health, safety, morals and welfare of the Tribe and for the operation of Tribally-owned health, assisted living, and long term care facilities on the Cheyenne River Sioux Reservation.

ARTICLE II – PURPOSE

- 2.1 The purpose for which the Corporation is organized is exclusively for the operation of Tribally-owned health, assisted living, and long-term care facilities on the Cheyenne River Sioux Reservation, and for the following purposes:
- a) To provide quality, caring, effective, and efficient reservation-based health, assisted living, and long-term care services in order to attain and maintain the highest practicable physical, mental, and social wellbeing of each resident.
 - b) To preserve the culture of the Lakota people by providing health, assisted living, and long-term care services to our Tribal elders on the Reservation among family and friends.
 - c) To promote the development of the local economy on the Reservation by providing skilled health care jobs and associated economic enhancers.
- 2.2 Medicine Wheel Village is organized exclusively for charitable, religious, educational, literary, or scientific purposes; including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE III – DEFINITIONS

The following terms, wherever used or referred to in these Bylaws, shall have the following respective meanings, unless a different meaning clearly appears from the context:

- 1. Board means the Board of Directors of the Corporation;
- 2. Corporation means Medicine Wheel Village, a wholly owned Corporation of the Cheyenne River Sioux Tribe;
- 3. Tribal Council means the Cheyenne River Sioux Tribal Council;
- 4. Director or Directors mean one or more members of the Board of Directors of Medicine Wheel Village;
- 5. CMS means the Centers for Medicare and Medicaid Services, a Federal agency;
- 6. Reservation means the Cheyenne River Sioux Reservation;

7. Resident means a person who has been accepted to receive long term care services at the Medicine Wheel Village;
8. Residents of the Reservation means persons or families who reside on the Reservation without regard to race, color, or creed;
9. State means the State of South Dakota; and
10. Tribe means the Cheyenne River Sioux Tribe.

ARTICLE IV - MEMBERSHIP

- 4.1 The sole member of the Corporation is the Cheyenne River Sioux Tribe. The owner of the Corporation is the Cheyenne River Sioux Tribe. There are no other members or owners of the Corporation.
- 4.2 The following actions shall be reserved exclusively to the Member of the Corporation. Actions by the Member of the Corporation shall be accomplished by vote of the Tribal Council at any duly convened meeting thereof. The Member may initiate and implement any proposal with respect to any of the following upon recommendation or resolution of the Member's Board of Directors:
 - a) Adopt, amend, or repeal the Bylaws of the Corporation;
 - b) Amend or restate the Articles of Incorporation;
 - c) Appoint and remove members of the Corporation's Board of Directors;
 - d) Approve any merger, consolidation, transfer or relinquishment of member rights, or the sale of all or substantially all of the operating assets of the Corporation;
 - e) Approve any dissolution, winding up or abandonment of operations, liquidation, or similar action affecting the Corporation; and
 - f) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, or other transaction.

ARTICLE V – BOARD OF DIRECTORS

- 5.1 The powers of this Corporation shall be vested in a Board of seven (7) Directors. Four (4) of such Directors shall constitute a quorum for the transaction of business.
- 5.2 Appointment. The Directors of this Corporation shall be appointed by Tribal Council. A letter of appointment certified by the Secretary of the Tribal Council shall be conclusive evidence of the due and proper appointment of the Director. Terms of the Board of Directors shall be four years and shall be staggered. At the initial appointment of the Board, three members shall be appointed for two-year terms, and four members shall be appointed for four-year terms. Thereafter, Board member appointments shall be for four years.
- 5.3 Qualifications and Composition. Board members must be at least eighteen (18) years of age. Any individual who is employed by this Corporation, including consultants or contractors who provide a service to the Corporation, shall not be eligible to serve on the Board of Directors. At least two directors shall have professional experience as a healthcare provider or healthcare administrator. At least two directors shall have corporate executive or business management experience. At least one director shall have experience in health law or contract law. One director shall be a female elder (over age 60) who is an enrolled member of the Cheyenne River Sioux Tribe. One director shall be

a male elder (over age 60) who is an enrolled member of the Cheyenne River Sioux Tribe.

5.4. Meetings.

- a) The Board of Directors shall hold an Annual Meeting in April of each year at a place to be named by the Board President. Annual Meeting notices shall be emailed or mailed by the Board Secretary to the members of the Board of Directors at least ten (10) days before the date of the meeting. At the Annual Meeting, the Board of Directors shall elect its Officers, and may conduct other activities including receiving training or reviewing these Bylaws.
- b) Regular meetings of the Board of Directors shall be held monthly at a time and place to be named by the Board President.
- c) The President or Vice President of the Board of Directors may call Special Meetings of the Board of Directors for specific purposes. Only business identified in the call may be transacted at the Special Meeting. In the event a member of the Board of Directors cannot be present at the Special Meeting, participation by telephone or video conference can be authorized by the Board President. Special Meetings are limited to a maximum of six (6) per fiscal year.
- d) Each Board member shall receive notice of each Regular and Special Meeting at least twenty-four (24) hours prior to the time scheduled for the meeting. The notice shall specify the purpose or purposes of the Regular or Special Meeting.

5.5 Rules and Order of Business. The order of business (agenda) of Board Meetings shall be set by the Board President unless otherwise directed by the Board. Meetings of the Board of Directors shall be conducted in accordance with Robert's Rules of Order Newly Revised guidelines for small boards.¹ The usual order of business at the Annual Meeting and other meetings of the Board of Directors, shall be:

1. Roll call
2. Prayer or moment of silence
3. Proof of notice of the meeting
4. Action upon meetings of preceding meeting and any other unapproved minutes
5. Reports of officers and committees
6. Election of officers
7. Unfinished business
8. New business
9. Adjournment

5.6 Conducting Official Business. The Corporation shall conduct official business by an affirmative majority vote of the Board members present at any Board meeting where a quorum is present.

5.7 Officers. The Officers of the Corporation's Board of Directors shall be a President and Vice President. The Officers shall be elected at the Annual Meeting of the Board of Directors. If the President and Vice President are absent or decline to preside, the Board of Directors may appoint a temporary president to preside at the meeting.

¹ See, for example: <https://www.utah.gov/pmn/files/817637.pdf>

- 5.8 President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the Board of Directors. Upon proper approval of the Board, the President shall have the authority to sign, execute and acknowledge on behalf of the Corporation, all contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Corporation's regular business, or which shall be authorized by resolution of the Board of Directors, and, except as otherwise provided by law or the Board of Directors, the President may authorize the Vice President to sign, execute and acknowledge such documents or instruments in his or her place. The President is not authorized to vote, except in the case of a tie.
- 5.9 Vice President. In the absence of the President or in the event of the President's inability to act, the Vice President shall perform the duties and exercise the powers of the President.
- 5.10 Recording. The Administrator of the Corporation or their designee shall keep or cause to be kept a careful and correct record of the proceedings of the Board of Directors, and shall keep or cause to be kept such books and records showing the activities of the Board of Directors including minutes of meetings and correspondence. The Administrator shall ensure that all notices are given and records made, filed and served as required by law and these Articles and Bylaws. The Administrator shall be custodian of the corporate records.
- 5.11 Financial Reports. The Administrator of the Corporation shall see that correct financial and complete books and records of account are kept in accordance with generally accepted accounting principles uniformly and consistently applied; and shall see that correct financial statements are prepared and presented to the Board of Directors at its monthly Regular Meeting, in accordance with generally accepted accounting principles uniformly and consistently applied.
- 5.12 Loans to Directors, Others. The Corporation shall not lend money to or guarantee the personal obligation of a Director, officer or employee of the Corporation under any circumstances, except that payroll advances may be made to employees according to the terms of a payroll advance policy adopted by the Corporation.
- 5.13 Conflicts of Interest. Any conflict of interest of a Director shall be disclosed to the Board, pursuant to Appendix A, the Medicine Wheel Village Conflict of Interest and Ethics Policy, which is fully incorporated into this document by reference as if set forth herein. Directors shall report annually on potential conflicts of interest using the Disclosure Form which is included in Appendix A.
- 5.14 Committees.
- a) Executive Committee. The President, the Vice-President, and one other (1) member of the Board of Directors may be designated by the Board of Directors to constitute an Executive Committee which shall be empowered to make emergency and routine decisions that demand immediate attention between

regular meetings of the Board of Directors. The actions of such an Executive Committee shall be reported to the Board of Directors at its next regular meeting, for ratification.

- b) Establish a Quality Assessment and Assurance Committee pursuant to 42 CFR §483.75(g), consisting of the director of nursing services; the Medical Director or his or her designee; at least three other members of the facility's staff, at least one of who must be the administrator or the President of the Board of Directors or their designee; and the infection preventionist. This committee shall meet quarterly to coordinate and evaluate activities under the QAPI program, develop and implement appropriate plans of action to correct identified quality deficiencies, and regularly review and analyze data, and act on available data to make improvements. Meetings of the QAPI Committee may be conducted via video conference or hybrid in-person and video conference. QAPI Committee membership shall be reviewed or established at the Annual Meeting of the Board of Directors, and may be amended at other times as needed.
 - c) Other Standing Committees. If deemed necessary, the Board of Directors may establish standing or ad hoc committees which shall have at least three members, all of whom shall be Directors, and which shall exercise the duties granted to them by the Board.
 - d) Any action taken by a Board committee must have approval by no less than half plus one of its members.
- 5.15 Compensation. Except as hereinafter provided, no officer or director shall receive any salary or compensation for official services rendered to the Corporation. Directors who are not Tribal Council members shall receive a stipend for attendance and travel to and from meetings of the Board of Directors, which stipend amount shall be set by the Board of Directors. All members of the Board of Directors shall be reimbursed for proper expenses incurred while traveling to transact business on behalf of the Corporation.
- 5.16 Resignation. In the event that a Director is no longer able to fulfill their duties, they shall file a written resignation letter with the Board President. Resignation shall take effect immediately unless a later effective date is given in the letter of resignation.
- 5.17 Removal. The Tribal Council shall remove a Director from the Board prior to the expiration of their term if 1) they are convicted of a felony or a crime of moral turpitude (for example, crimes of dishonesty, violent crimes, and drug-related crimes) in any court of competent jurisdiction; 2) gross neglect of duty, including but not limited to, absence from three (3) consecutive Regular Meetings or three (3) unexcused absences; or 3) malfeasance in office including, but not limited to, using their office to intimidate or for monetary gain.
- 5.18 Vacancies. Vacancies on the Board of Directors shall be filled by Tribal Council appointment. Tribal Council may make a temporary interim appointment if the vacating Director cannot serve until a successor has been selected and qualified under paragraph 5.2.
- 5.19 Removal Procedures.

- a. Removal of a Director shall be initiated by the written request of not less than three (3) Directors of the Board specifying the alleged cause for removal. The Tribal Council Secretary shall be given a copy of the written request, which the Secretary shall deliver by certified first-class U.S. mail to the Director under threat of removal with a notice of the time and place for a hearing before the Tribal Council.
- b. Not less than seven (7) nor more than fourteen (14) days following receipt of the written request for removal, the Tribal Council shall convene a special meeting for the sole purpose of voting on the removal of the Director.
- c. Before any vote is taken, the Board President shall present the reason for the request for removal and shall give an account of the facts which led to the request. Then the Director facing removal shall be given a full opportunity, either in person and/or through a representative of the Director's choice, to answer to or otherwise respond to, any and all charges against the Director.
- d. Failure of any elected Director to attend three consecutive regular meetings of the Board of Directors shall constitute their resignation from the Board of Directors, effective at the end of the third such meeting. Prior to adjournment of each regular meeting of the Board, the Administrator shall report whether any elected Director has failed to attend three consecutive regular meetings including that meeting. If so, the Board President shall submit to the Board the question of whether the resignation of the Director shall be accepted. The affirmative vote of the majority of the Directors present, a quorum being present, shall be sufficient to accept the resignation. No notice or hearing shall be required. If the Board accepts the resignation, the Director shall be deemed to have resigned immediately. Upon acceptance of the Director's resignation, the Board President will undertake proceedings for selection of an individual to complete the term of the resigned Director in accordance with Paragraph 6.2 above.

5.20 Emergency Assumption of Control. In the best interest of the Corporation, Tribal Council may, in its discretion, temporarily replace all or part of the Board of Directors with Tribal Council members, but shall appoint Board members as described in Paragraphs 5.2 and 5.3 as soon as is feasible. Alternately, in the best interest of the Corporation, Tribal Council may, in its discretion, add one to three of its members to the Board of Directors for a term up to one year.

ARTICLE VI - IMMUNITIES AND LIABILITIES

- 6.1 Jurisdictional Immunity of the Corporation. The Cheyenne River Sioux Tribe hereby confers on the Corporation all of the Tribe's rights, privileges and immunities concerning federal, state and local taxes, regulation and jurisdiction, to the same extent that the Tribe would have such rights, privileges and immunities, if it engaged in the activities undertaken by the Corporation.
- 6.2 Sovereign Immunity of the Corporation. The Cheyenne River Sioux Tribe hereby confers on the Corporation sovereign immunity from suit to the same extent that the Tribe would have such sovereign immunity if it engaged in the activities undertaken by the Corporation. The Corporation shall have the power to sue and is authorized to consent to be sued in the Cheyenne River Sioux Tribal Court or another court of competent jurisdiction, provided, however, that:

- a) no such consent to suit shall be effective against the Corporation unless such consent is:
 - i. explicit,
 - ii. contained in a written contract or commercial document to which the Corporation is a party, and
 - iii. specifically approved by affirmative resolution of the Board, and
- b) any recovery against such Corporation shall be limited to the assets of the Corporation.

Consent to suit by the Corporation shall in no way extend to an action against the Tribe, nor shall consent to suit by the Corporation in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe.

The Tribe shall not be liable for the payment or performance of any of the obligations of the Corporation, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the Corporation.

The sovereign immunity of the Corporation shall not extend to actions against the Corporation by the Tribe.

- 6.3 Effective Date of Immunity. In any suit, action, or proceeding involving the validity or enforcement of or relating to any of its contracts, the Corporation shall be conclusively deemed to have become established and authorized to transact business and exercise its powers upon proof of the adoption of these Bylaws. A copy of these Bylaws duly certified by the Secretary of the Cheyenne River Sioux Tribe shall be admissible in evidence in any suit, action or proceeding.

**ARTICLE VII - CORPORATE POWERS, DUTIES, AND LIMITATIONS;
DISSOLUTION; DISTRIBUTION OF ASSETS**

- 7.1 Limitations. The Corporation is organized and shall be operated exclusively for the purposes enumerated in Article II. Notwithstanding any other provision of these Articles, the Corporation will not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Code.
- 7.2 Powers. The business, property and affairs of the Corporation shall be managed by the Board of Directors, which shall have the power to:
- a) Indemnify the incorporators and ratify their actions taken on behalf of this Corporation for authorized non-profit Corporate purposes;
 - b) prepare and file reports with the Cheyenne River Sioux Tribe;
 - c) initiate and approve plans and programs for authorized Corporate purposes set forth in these Bylaws;
 - d) have custody and management of the land, buildings, equipment, securities and all other properties of the Corporation;
 - e) inspect and review all financial records and obtain copies upon request;
 - f) hire an independent auditor;

- g) adopt the annual budget of the Corporation;
- h) make contracts;
- i) appoint an Administrator of the Corporation;
- j) create subcommittees;
- k) perform all other duties and have such other powers as may be necessary to carry out the purpose of the Corporation.

Within the framework and limitations of the foregoing, and subject to Article IV, the specific primary powers of the Corporation will include:

- a) To have perpetual succession in its corporate name.
- b) To adopt and use a corporate seal.
- c) To enter into agreements, contracts and understandings with any governmental agency, federal, state or local (including the Tribal Council) or with any person, partnership, corporation or Indian tribe.
- d) To lease property from the Tribe and others for such periods as are authorized by law, and to hold and manage or to sublease the same.
- e) To borrow money, to issue temporary or long-term evidence of indebtedness; and to repay the same, except that any indebtedness must be done in accordance with the laws of the Cheyenne River Sioux Tribe.
- f) To pledge the assets and receipts of the Corporation as security for debts in accordance with the laws of the Cheyenne River Sioux Tribe; and to acquire, sell, lease, exchange, transfer or assign personal property or interests therein.
- g) To purchase land or interests in land or take the same by gift and, at the option of the Corporation, put the same into trust status.
- h) To undertake and carry out studies and analyses of the health care needs on the Reservation, to prepare health care delivery plans, to execute the same, to operate health care facilities and to provide for the construction, reconstruction, improvement, extension, alteration or repair of any such facility or any part thereof.
- i) To purchase insurance in any stock or mutual corporation for any property or against any risks or hazards.
- j) To invest such funds as are not required for immediate disbursement.
- k) To establish and maintain such bank accounts as may be necessary or convenient.
- l) To employ, and establish the compensation and employment conditions of an Administrator who is licensed by the state as a nursing facility administrator, who is responsible for management of the facility, and who reports and is accountable to the Board of Directors.
- m) To employ, and establish the compensation and employment conditions of technical, maintenance and administrative personnel, and such other officers and employees such powers or duties as the Board shall deem proper.
- n) To establish, and amend from time to time, the wage scale of Corporation employees.
- o) To create, own and operate subsidiary entities, wholly owned by the Corporation, whose purposes and operational requirements are the same as those set forth by the Corporation in these Articles.

- p) To take such further actions as are commonly engaged in by corporate bodies of this character as the Board may deem necessary and desirable to effectuate the purposes of the Corporation.
- q) To recommend amendments to these Articles and Bylaws as deemed necessary and appropriate, which shall be subject to the approval of the Tribal Council.

7.3 Duties. The duties of the Board of Directors include, but are not limited to:

- a) Exercise a complete, careful, and close scrutiny of the affairs of the Corporation.
- b) Be responsible for compliance with applicable laws and regulations of relevant tribal, state, and federal agencies.
- c) Oversee the quality, quantity, and delivery of the Corporation's resident care services.
- d) Oversee the accounting and financial reporting processes and the independent audit of the Corporation's financial statements.
- e) In accordance with 42 CFR §483.75(f), ensure that the Corporation has an ongoing Quality Assurance and Performance Improvement (QAPI) plan which is effective and adequately resourced.
- f) Establish and designate a member to serve on the Corporation's quality assessment and assurance committee as described in 42 CFR §483.75(g).

7.4 Dissolution. The Tribal Council may order the Corporation dissolved if the Corporation continuously exceeds or abuses the authority conferred upon it in these Articles; or if the Corporation fails to submit financial reports to the Tribal Council in the manner prescribed in these Articles. The Tribal Council shall provide the Corporation with written notice of its intent to dissolve the Corporation, and shall provide the Corporation 90 days in which to cure its breach of the above requirements. If the Tribal Council believes that such breach is not cured within such time, the Tribal Council shall give the Corporation, acting through its Board, an opportunity to be heard by the Tribal Council after providing the Corporation at least ten (10) days' written notice of the hearing before any vote is taken by the Tribal Council regarding whether to dissolve the Corporation.

7.5 Distribution of Assets. Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to an Indian Tribal Government which would then qualify under the provisions of Section 501(c)(3) or Section 7871 of the Internal Revenue Code, or shall be distributed to the federal government, for a public purpose. Notwithstanding anything apparently or expressly to the contrary contained in these Articles, if any assets are held by the Corporation in trust or upon condition or subject to any executory or special limitation, and if the condition or limitation occurs by reason of the dissolution of the Corporation, such assets shall revert or be returned, transferred, or conveyed in accordance with the terms and provisions of such trust, conditions or limitation. Any such assets not so disposed of shall be disposed of by any court having jurisdiction over the property and activities in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII - OPERATIONAL REQUIREMENTS

- 8.1 Not-for-profit operations. This Corporation is not organized for nor will it be operated for pecuniary profit. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to any directors, members, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II herein.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

- 8.2 Regulatory Compliance. The Corporation may require and permit all operations of health care facilities to be performed in compliance with outside government agencies as authorized by the Tribal Council through tribal regulations, state licensure and/or federal CMS certification.
- 8.3 Fiscal Year. The Corporation shall have a fiscal year, which shall commence on October 1 and end on September 30 of each year, unless otherwise determined by the Board of Directors. Such fiscal year shall end on the last day of any one calendar month, and shall begin the first day of the next succeeding calendar month.
- 8.4 Annual Report. Not more than 90 days following the end of each fiscal year, the Corporation shall prepare and deliver to the Tribal Council an annual report, including a plan of operations for the coming fiscal year, and the annual Medicaid cost report and review, including a balance sheet and a statement of income and expenses, including comparative figures from the preceding fiscal year.
- 8.5 Health Committee Reports. The Corporation shall submit detailed monthly reports to the Health Committee of the Tribal Council showing the status of the current operations of the Corporation and other such information as the Corporation may deem pertinent, including the monthly minutes of the Board of Directors.
- 8.6 Assets. All assets acquired by the Corporation shall be owned by the Corporation for the benefit of the Tribe; except, title to any real property that the Corporation acquires will be taken in the name of the United States in trust for the Tribe. Subject to Article IV and the contractual and sovereign rights of others, including the Tribe, the Corporation shall have as its corporate assets, and the authority to acquire, manage, own, use, pledge, encumber

or otherwise dispose of, in accordance with the laws of the Cheyenne River Sioux Tribe, the following:

- a) all funds which the Corporation may acquire by subscription, grant, gift, loan or other means,
- b) all interests in real and personal property, whether of a tangible or intangible nature, which the Corporation may acquire by subscription, grant, gift, loan, purchase, lease or other means, and
- c) all earnings, interest, dividends, accumulations, contract rights, claims and other proceeds arising from any of the foregoing.

8.7 Records and Accounting. The Corporation and its offices shall establish and maintain appropriate written procedures, records and accounting and financial systems consistent with generally accepted business practices, and may hire financial professionals needed to assist the Corporation as necessary to fulfill this requirement.

8.8 Depository. The depository of the Corporation shall be a separate commercial account in any national bank or financial institution guaranteed by FDIC or other recognized federal authority.

8.9 Preference in Hiring Under the Indian Preference Act. Preference in filling vacancies is given to enrolled members of the Cheyenne River Sioux Tribe, provided that the candidate for employment is qualified and meets the minimum qualifications for the position. If no qualified member of the Cheyenne River Sioux Tribe has applied, preference will be given to candidates who are enrolled members of other federally-recognized Indian Tribes who qualify and meet the minimum qualifications for the position, and then to qualified non-Indians. **A motion was made to approve. APPROVED.**

ARTICLE IX -AMENDMENTS

9.1 Amendment. The Board of Directors may vote to recommend amendment of these Bylaws only with the approval of at least seven (7) Directors at any Board meeting provided that at least ten (10) days' written notice thereof has been previously given to all Directors. The Corporation shall file with the Tribal Secretary's Office a signed copy of the amendment(s), along with all appropriate documentation of Board action approving the amendment. Any amendment of these Articles and Bylaws approved by the Board shall not take effect until after approval of such amendment by official action of the Tribal Council.

APPENDIX A

MEDICINE WHEEL VILLAGE BOARD OF DIRECTORS CODE OF ETHICS/CONFLICT OF INTEREST POLICY

Date of Adoption: _____

It is the policy of the Medicine Wheel Village to ensure that its Board of Directors are always worthy of the trust and confidence of the Medicine Wheel Village's employees, residents, and its owner the Cheyenne River Sioux Tribe. Directors must act ethically, lawfully, and in accordance with Medicine Wheel Village policy. Furthermore, directors must manage their personal and business affairs in a manner that will avoid even the appearance of a conflict between personal interests and responsibilities to the Medicine Wheel Village and its residents and employees. The purpose of this Policy is to set forth certain agreed upon principles which will govern and guide the conduct of members of the Medicine Wheel Village's Board of Directors in respect to ethical and legal issues, corporate governance and matters of conflict of interest.

It is the policy of the Medicine Wheel Village: (1) to comply with all applicable rules, regulations and laws; (2) to require high standards of honest and ethical conduct, including proper and ethical procedures for resolving actual or apparent conflicts of interest; (3) to make full, fair and accurate disclosure in reports required to be filed with regulatory and governmental authorities; (4) to protect the confidentiality of the company and its residents; and (5) to use and preserve company property exclusively for the Medicine Wheel Village. Directors' conduct must be in accordance with this policy.

The Board has adopted this Code of Ethics/Conflict of Interest Policy for its members to follow in order to assist in implementing this corporate policy. Specifically, the Board requires that each director:

1. Avoid conflicts of interest at all costs. When a director has an actual or potential conflict of interest, his or her responsibility is to (1) formally inform the Board of the conflict, including all relevant details; (2) avoid any attempt to influence a decision on the matter; and (3) not participate in or be present during the discussion or voting on that matter.
2. Attend Board meetings and appropriate Board committee meetings. Be knowledgeable about legal responsibilities and the Medicine Wheel Village's operations, and when acting in a committee, about the authority and responsibility of the committee. Be prepared and informed for meetings. Management will use its best efforts to deliver materials in advance of meetings, particularly items that need to be acted upon.
3. Board members may not involve themselves in the day-to-day management of the facility or in issues or problems that are the responsibility of the Administration. Effective directors are diligent monitors, but not managers, of business operations.
4. Keep Board information and all discussions within the Board confidential. Do not share Medicine Wheel Village or resident information, except when authorized or otherwise legally obligated to disclose such information. The disclosure of resident information outside of the Board may violate Tribal and/or federal law.

5. Avoid situations that are detrimental to the Medicine Wheel Village's reputation. Should the director become involved in such matters, he or she should voluntarily resign from the Board. Examples of possible detrimental situations include criminal indictments or unethical or illegal personal or business practices.
6. Protect and ensure the proper use of the Medicine Wheel Villages' assets, including physical assets as well as the company's name, goodwill, and reputation. Decisions regarding the sale or purchase of Medicine Wheel Village assets must be made in the best interests of the Medicine Wheel Village, free of influence from gifts or gratuities.
7. Deal fairly with the Medicine Wheel Village's employees, residents, volunteers, and visitors.

Failure to comply with this policy may result in disciplinary action up to and including a request for resignation from the Board. The action taken will be commensurate with the seriousness of the conduct and an evaluation of the situation by the Board of Directors. All suspected violations of this policy will be brought to the attention of the Medicine Wheel Village's Administrator or the Board Chairperson.

Legal, regulatory, and ethical considerations make it mandatory that directors avoid any and all conflicts of interest. No policy can reference every potential conflict, but each director, by signing this Code of Ethics, agrees to comply with this Code and to be sensitive to the intent of this Code, which is for directors to act always with integrity, in the best interest of the Medicine Wheel Village, in compliance with the law, and in accordance with proper Board process.

By my signature below, the undersigned Director agrees to comply with the foregoing Code of Ethics/Conflict of Interest Policy.

Signature:

Name:

Date:

**MEDICINE WHEEL VILLAGE
CONFLICT OF INTEREST DISCLOSURE FORM**

The undersigned, as a director of Medicine Wheel Village (“the Corporation”), acknowledges that:

1. I have received a copy of the Corporation’s Board of Directors Code of Ethics/Conflict of Interest Policy (the “Policy”).
2. I have read the Policy.
3. I understand the Policy
4. I agree to comply with the Policy.
5. I understand the Corporation is non-profit and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
6. The following on-going relationships and interests may present a conflict of interest: *Disclosures should note current affiliations, as well as past affiliations for the prior two years, and should include all of the following:*
 - i. *the undersigned’s employer,*
 - ii. *all corporations (nonprofit and for-profit) of which the undersigned is a board member or officer, and*
 - iii. *the names of such of the undersigned’s family members or business affiliates or any other relationships which the undersigned believes may present a potential conflict with the performance of their duties as a director of the Medicine Wheel Village.*

Director’s Employer:

Businesses of which the director is a board member, officer, partner, or owner:

Family members, business affiliates, or other relationships which may present a conflict:

Date

Signature

Printed Name