



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59621
Phone (406) 395-4370 or 395-4748
FAX 395-4249

Policies And Procedures

Revised 2012



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TABLE OF CONTENT

- **ADMINISTRATION**
 - CODE OF CONDUCT
 - SELF MONITORING
- **FINANCE**
 - CASH MANAGEMENT
 - BUDGETING & REPORTING
 - PERSONNEL
- **HOUSING SERVICES**
 - ELIGIBILITY & ADMISSIONS
 - OCCUPANCY
 - COLLECTIONS
 - SUB-LEASE
 - GRIEVANCE
 - HOMEOWNERS' REVOLVING LOAN
 - HOMEBUYERS' PROGRAM
- **HOUSING MANAGEMENT**
 - PROCUREMENT
 - MAINTENANCE
 - CONTRACTORS' PAYMENT



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Code of Conduct Policy

Policy Statement

Leadership by the Chippewa Cree Housing Authority (CCHA) Board of Commissioners (Board) requires that the Board adopt a Code of Conduct that provides a powerful framework for ensuring that the Board governs itself with integrity and honesty. Following this approach of self-discipline, the Board can focus on the business of governance with is creating, sustaining, and fulfilling the vision described in the CCHA Mission Statement.

This policy emphasizes integrity and values and the empowerment of both the CCHA Board and staff to lead in the respective communities that CCHA serves.

1) **Code of Conduct**

- a) **Duty of Diligence:** The responsibility of the Board is to govern the CCHA. The board commits itself and its members to ethical, businesslike, and lawful conduct. This includes proper use of authority and appropriate decorum when acting as Board members. The Board must act with care and perform their duties in good faith and in a manner they believe to be in the best interest of the CCHA. In order to be diligent and act with care, the Board must be well informed on the issues that they have control over. The Board cannot guarantee the honesty or integrity of the CCHA employees but should adopt reasonable policies and procedures to encourage honesty in the CCHA organization.
- b) **Duty of Loyalty:** The Board members must represent loyalty to the interest of the CCHA and its program participants. This accountability supersedes any conflicting loyalty such as that to advocacy or interest groups and membership on other boards or staffs. It also supersedes the personal interest of any Board member acting as a participant in CCHA's programs. Board members shouldn't do anything that would cause damage to the CCHA. They must not make profits or unfair gains through personal transactions while acting as a Board member.
- c) **Duty of Obedience:** The Board must act within the laws and regulation by which the CCHA is required to follow. Board members must be held personally liable if they overstep their legal boundaries or cause damage to the CCHA.



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- d) Conflict of Interests: Board members must avoid conflict of interest and the appearance of conflicts of interest with respect to their higher level of responsibility in accordance with NAHASDA and the regulation implementing NAHASDA. There must be no self-dealing or conduct of private business or personal service between any board member and the CCHA except as procedurally controlled to assure openness, competitive opportunity and equal access to "inside" information.
 - i. Where a potential conflict is identified, the Board member with the conflict should be removed from the decision making process. For example, if a Board member is related to a close friend with someone providing services to the CCHA the Board member should not be allowed to vote on the use, non-use or payment to the service provider. When the Board is to decide upon an issue about which a member has an unavoidable conflict of interest, that member shall excuse themselves without comment from not only the vote, but also from the deliberation.
- e) Members must not use their position on the Board to obtain employment with the CCHA for them, family members, or close associates.
- f) Members will disclose their involvements with other organizations, vendors and/or any other associations that might produce conflict.
- g) Board members shall not attempt to exercise individual authority over the CCHA except as explicitly set for the in Board policies. The strength and effectiveness of the Board is as a unit, not as a group of individuals, and decisions of the Board shall be binding on all.
- h) Members' interaction with the Executive Director or with staff must recognize and identify the lack of authority vested in individuals except when explicitly Board authorized.
- i) Members' interaction with public, media or other entities must recognize the same limitation and the inability of any Board member to speak for the Board, except as stated in Board policy.



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- j) Members must respect the confidentiality appropriate to issues of a sensitive nature and act honestly and openly at all times and keep the confidentiality of privileged and closed session information.
- k) Members shall encourage and safeguard open access to the Board while maintaining appropriate and well-defined CCHA communication and decision-making channels.
- l) Members shall work respectfully with other Board members in a spirit of harmony and cooperation giving members courteous consideration of their opinions.
- m) Members shall devote time to activities that will enhance their ability to function effectively as governing Board members.



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SELF-MONITORING POLICY

SECTION 1: POLICY STATEMENT

The governing body of the Chippewa Cree Housing Authority recognizes the fact that they are responsible for establishing a self-monitoring policy and conducting compliance assessments as required by Section 403 of the Native American Housing and Self-Determination Act of 1996 (NAHASDA) and 24CFR 1000 Subpart F entitled 'Recipient Monitoring Oversight, and Accountability'. This policy is to be utilized by the Chippewa Cree Housing Authority staff to monitor and assess the activities of the Chippewa Cree Housing Authority to ensure compliance with applicable Federal requirements and monitoring performance goals described in the Chippewa Cree Housing Authority's Indian Housing Plan (IHP).

As the NAHASDA beneficiary, the Chippewa Cree Tribe is responsible for monitoring programmatic and compliance requirements of the IHP and NAHASDA. Therefore, the Chippewa Cree Housing Authority will prepare periodic progress reports to submit to the Chippewa Cree Tribe, along with the annual assessment, the Annual Performance Report (APR), and a copy of the fiscal audit conducted.

This policy is intended to establish an easy to use compliance assessment system that includes self-monitoring procedures to be used by the Chippewa Cree Housing Authority as a management tool in operating the Chippewa Cree Housing Authority as a property management business.

SECTION 2: CONDUCTING COMPLIANCE ASSESSMENTS

1. Approaches. The Executive Director/Board Chairperson shall determine each year what approach to take in conducting self-monitoring compliance assessments in accordance with this policy. The Executive Director/Board Chairperson shall assure that the assessments are conducted with an objective and impartial perspective and that no one is reviewing their own work. The approaches that may be used to conduct the compliance assessments include, but are not limited to, the following:
 - A. Develop a Housing Assessment Committee comprised of staff, members of the governing body and/or council.



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- B. Utilize the Tribe's Internal Audit Division (if applicable)
 - C. Procure the services of an outside third party who has the technical knowledge and experience in the areas being assessed.
2. Methods. The Executive Director/Board Chairperson shall work with the compliance assessor(s) to determine the most effective method, or combination of methods, to utilize in conducting the self-monitoring compliance assessments in accordance with this policy. Conducting the compliance assessments may be achieved through the following methods:
- A. Interviews with managers and/or program administrators. The assessor shall complete the self-monitoring checklists that are included as an appendix to this policy by conducting one-on-one interviews with the respective managers or administrative personnel to obtain their insights into how they adhere to specific compliance questions. The assessor shall gather a sufficient amount of corroborating information to exercise his/her judgment in determining the consistency and degree of adherence to the applicable regulatory requirements.
 - B. Facilitated sessions. An independent third-party shall act as a facilitator and conduct self-assessment workshops with the managers and administrative staff to talk through the monitoring checklist questions as a group. The role of the facilitator shall be to lead the group's discussion and bring the group to consensus on the appropriate response to compliance questions.
 - C. Standard Operating Procedures Review. The assessor shall review the Chippewa Cree Housing Authority's standard operating procedures including all of the policies and governing documents required by NAHASDA, as well as, the Chippewa Cree Housing Authority's contracts and established internal controls. The assessor shall analyze how well the staff adheres to the adopted policies and procedures. The assessor shall also select a random sample of transaction files and determine whether the documentation included and recorded in the files conform to established operating procedures. The assessor shall compile and analyze the information and answer the compliance questions on the checklist.

SECTION 3: CONDUCTING COMPLIANCE ASSESSMENTS

- 1. Monitoring Strategy and Plan



Chippewa Cree Housing Authority

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- A. The Chippewa Cree Housing Authority Executive Director/Board Chairperson shall develop and complete a Monitoring Plan each plan year, encompassing the following items:
 - a. The self-monitoring compliance assessments start and completion dates.
 - b. Approach to take to conduct and complete the different compliance assessments as described in Section 2.1.A.
 - c. Frequency of conducting and completing the compliance assessments (annually, semi-annually, quarterly)
 - d. Procedures to resolve any identified deficiencies or concerns
- B. The Chippewa Cree Housing Authority Executive Director/Board Chairperson shall provide a copy of the Monitoring Strategy and Plan to all staff and to the Chippewa Cree Housing Authority governing body. Any amended plans will be distributed to the same individuals.

2. Areas to be Monitored for Compliance

A. List of areas

- a. APR Development & IHP Monitoring
- b. Organizational Control Environment
- c. Resident Eligibility & Service Standards
- d. Fiscal & Financial Management
- e. Procurement & Contract Administration
- f. Labor Standards & Construction Management
- g. Environmental Review

- B. Additions to List. The Executive Director/Board Chairperson may add any additional areas to the list as recommended by the governing body or any HUD notices, guidance's, or guidebooks.

3. Resolution of Noncompliance Areas and Issues

A. Recommendations

- a. If deficiencies are discovered during the assessments performed in accordance with these procedures, the Executive Director/Board Chairperson will establish a



Chippewa Cree Housing Authority

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Recommendations for Improvement Plan with target dates and corrective actions to ensure resolution and to prevent the recurrence of the deficiencies.

- b. The Recommendations for Improvement Plan will be submitted to the Chippewa Cree Housing Authority governing body within 30 days of completion of the assessments.

- B. Oversight responsibility. The Executive Director/Board Chairperson will be responsible for providing oversight to ensure that all deficiencies are corrected and for concurring on the closure of each identified deficiency.

4. Reporting

The Chippewa Cree Housing Authority's self-monitoring compliance assessment activities conducted in accordance with this policy shall be summarized in a report and presented to the Chippewa Cree Tribe.

The self-monitoring compliance checklist is not required to be submitted with the APR; however, a summary of the self-monitoring activities should be included, along with the appropriate required responses on the APR form to demonstrate that the Chippewa Cree Housing Authority is in compliance with 24CFR § 1000.502.



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CHIPPEWA CREE HOUSING AUTHORITY NON-RESTRICTED FUNDS POLICY

Policy Statement

It is the policy of the CCHA to utilize CCHA Non-Restricted Funds in a manner which maximizes benefit to CCHA program participants, and assists the CCHA in operating its housing programs and activities. This fund will also support non-eligible activities not approved under NAHASDA guidelines. Non-Restricted funds are those CCHA monies which are derived from sources other than the annual Indian Housing Block Grant (IHBG).

The CCHA's Non-Restrictive Funds Policy shall comply with all applicable regulations of the Native American Assistance and Self-Determination Act of 1996 (NAHASDA) along with any other applicable rules and regulations. The CCHA Executive Director with the approval of the CCHA Board of Commissioners shall be responsible for periodically amending this policy to comply with any applicable laws or regulations.

I. AUTHORIZED USAGE OF NON-RESTRICTED FUNDS

Non-Restricted funds shall be used to fund the following types of activities:

- a. **CCHA Program Oversight Expenditures.** Such expenditures include but are not limited to the funding of settlements and interest payments, wage and benefit adjustments, debt retirement, and any other expenditure necessary to resolve past or current obligations of the CCHA or claims against the CCHA.
- b. **Expenditures Which Supplement NAHASDA Related Activities.** This includes both expenditures which are authorized pursuant to NAHASDA, and those expenditures which are consistent with the goals and policies of the CCHA, and which are not specifically authorized or regulated by NAHASDA.
- c. **Community Funding Requests.** This includes but is not limited to funding for cultural activities, athletic activities, both youth and adult, and scholarships.
- d. **Advocacy/Lobbying Expenditures.** This includes expenditures which promote or



Chippewa Cree Housing Authority

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advance the goals and policies of the CCHA. Provided all applicable restrictions and regulations governing such advocacy/lobbying are complied with. This amount will be agreed on by the Board of Commissioners.

- e. **Homeowner related activities.** This includes expenditures for items related to problems encountered by homeowners that are not eligible under the Block Grant. Evidence must be provided that no other funding source exists for the request. Only requests which directly benefit Chippewa Cree Tribal members or participants of CCHA programs shall be eligible for grants from the CCHA Non-Restricted Funds account.

II. ALLOCATION OF NON-RESTRICTED FUNDS

In order to maintain a viable Non-Restricted Funds Account, a minimum of (\$50,000) must be maintained at all times as a reserve. Up to 100% of the balance (amount in excess of reserve) of the Non-Restricted Funds account may be budgeted and allocated in a given fiscal year. The Non-Restricted Funds Account reserve may only be appropriated by resolution of the CCHA Board of Commissioners, in order to address a funding shortfall or other emergency contingency.

III. APPROVAL OF NON-RESTRICTED FUNDS EXPENDITURE

The CCHA Executive Director is delegated authority to approve community funding requests up to a maximum of \$1,000 per activity request, subject to the limitation that such grants shall not exceed 50% of the total cost of the activity; and provided funds are available within the CCHA budget for such requests. All other expenditures of Non-Restricted Funds shall comply with CCHA Procurement Policies and receive Board of Commissioners approval.

IV. ACCOUNTABILITY FOR GRANTS AND EXPEDITURES

All CCHA expenditures of Non-Restricted Funds shall be governed by CCHA's accounting procedures. All activity requests must be in writing, and accompanied by a budget. Additionally, such grants require the recipient to file a signed CCHA Report form with the CCHA within 7-calendar days of the completion of the activity, which shall include supporting receipts or other documentation confirming that the grant was expended in the manner intended. Failure to file such a report will make the person, team/group and their representatives ineligible for future CCHA Non-Restricted Funds grants.



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V. SUMMARY

The CCHA shall fund only one (1) request per calendar year from any group, activity or community member. The Chippewa Cree Housing Authority, in its sole discretion, has the right to reject any or all requests for funding of any activity for any reason without giving cause or justification for the decision.



Chippewa Cree Housing Authority

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FINANCIAL RESPONSIBILITY AGREEMENT FOR THE CHIPPEWA CREE HOUSING AUTHORITY CREDIT CARD PROGRAM

This Financial Responsibility Agreement (Agreement) is entered into in duplicate this ____ day of _____, 20____, by and between the Chippewa Cree Housing Authority (CCHA), and _____, an employee/commissioner of the CCHA who is hereby authorized to participate in the CCHA credit card program (hereinafter CARDHOLDER).

RECITALS

WHEREAS CCHA has established a credit card program that is available to certain CCHA employees/commissioners who agree to be financially responsible for properly using the credit card; and

WHEREAS the CCHA credit card's purpose is for authorized business expenditures, and it is not intended to be used by employee/commissioner as a substitute for personal credit cards; and

WHEREAS CCHA and the CARDHOLDER desire to effect an agreement that clarifies their rights and responsibilities with respect to CCHA's credit card program;

NOW, THEREFORE, in consideration of the foregoing Recitals and the terms and conditions hereinafter mentioned to be kept, honored, and performed by the parties, it is hereby agreed as follows:



Chippewa Cree Housing Authority

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TERMS AND CONDITIONS

1. **Authorized Business Uses.** The CARDHOLDER agrees to use the CCHA credit card for authorized business expenditures only. The Executive Director or the Finance Manager must authorize business expenses before charges are incurred on the CCHA credit card in accordance with applicable CCHA policies, procedures, and practices. Valid business expenses may be authorized in writing retroactively; however, if this does not occur, you the card holder will be responsible for reimbursing and will reimburse CCHA for such charges as if they were for personal use and erroneously charged.
2. **No Personal Use.** The cardholder agrees not to make personal charges on the CCHA credit card. If the cardholder erroneously charges a personal item on the CCHA credit card, he/she agrees to reimburse CCHA within thirty (30) days for the credit card charges for such personal use, including any finance, late or penalty charges.
3. **Lost or Stolen CCHA Credit Card.** If the cardholder discovers that his/her CCHA credit card has been lost or stolen, he/she agrees to notify the credit card company immediately and CCHA on the first business day after discovery of the loss. If the cardholder fails to report the loss promptly, he/she will be solely liable to CCHA for any charges on the card.
4. **Credit Limit.** The cardholder agrees not to exceed the CCHA credit card's established credit limits. If a higher limit is required, the cardholder agrees to submit to CCHA a request for the new credit limit along with a justification.
5. **Credit Card Billing.**
 - a. **Payment of Credit Card Billing.** CCHA will ensure all billing charged on the cardholder's CCHA credit card is mailed to CCHA. CCHA will pay all amounts charged on the cardholders CCHA credit card. The cardholder will reimburse CCHA for all amounts erroneously charged or not authorized.
 - b. **Receipts.** The cardholder agrees to submit to CCHA, within one week of transaction, receipts for all expenses charged on his/her CCHA credit card.
 - c. **Examination of Billing.** Upon the request of CCHA, the cardholder agrees to examine billings for his/her CCHA credit card to assure that all charges are valid. If there are incorrect charges, the cardholder agrees to notify CCHA immediately and, as requested, to complete and return any forms for disputing such charges to the credit card



Chippewa Cree Housing Authority

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company. If the cardholder fails to report incorrect or disputed charges promptly as required under this paragraph, the cardholder agrees he or she will be liable to CCHA for any resultant charges.

6. **Changes in Name, Home Address, or Telephone Number.** The cardholder agrees to notify CCHA of any change in his or her home address and telephone number, or his or her name as it appears on his or her credit card.
7. **Surrender of Credit Card.** The card holder agrees to surrender his or her CCHA credit card upon demand by CCHA or when there is no longer a business need for the card; his or her employment with CCHA is terminated. The card holder agrees to pay all monies owed to CCHA under this agreement upon his or her surrender of the CCHA credit card.
8. **Misuse and Mismanagement of Credit Card.**
 - a. **Disciplinary Action; Cause for Removal.** The card holder acknowledges that misuse and/or mismanagement of the CCHA credit card in violation of the provisions of the Agreement may result in disciplinary action against the CCHA employee including but not limited to termination of his or her employment.
 - b. **Withholdings.** The card holder hereby consents and agrees that, by executing this agreement, he or she authorizes CCHA to withhold any amounts owed under this agreement from his or her salary or any other compensation, stipend or reimbursement from CCHA to the card holder, now or in the future, including but not limited to all finance, late, or penalty charges.
 - c. **Other Remedies.** The cardholder further agrees that, for any violation of any of the provisions of this agreement, CCHA may exercise any other legal rights available to enforce this agreement, and the cardholder hereby consents and agrees to pay to CCHA its reasonable attorneys' fees associated with such enforcement.
9. **Termination.** This agreement will continue in effect until terminated in writing by CCHA or by surrender of the CCHA cardholder. If terminated in writing by CCHA, cardholder shall, upon receipt of notice of termination, surrender to CCHA the credit card. When necessary, and with agreement of the Executive Director, CCHA may terminate this agreement by cancellation of the CCHA credit card; provided however, that such termination must be followed by deliver of a written notice of termination to cardholder. Termination of this agreement by any means shall not terminate the cardholder's obligation hereunder until all amounts owed by cardholder to CCHA, including all finance, late, or penalty charges due and owing on the cardholder's CCHA credit card, have been paid to CCHA in full by the cardholder.



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10. **Delay or Omission.** No delay or omission to exercise any right, power, or remedy accruing under this agreement shall impair such right power, or remedy, nor shall it be construed to be a waiver of or default under this agreement. **BOTH PARTIES SPECIFICALLY AND AFFIRMATIVELY AGREE NOT TO CONSTRUE THE CONDUCT, DELAY, OR OMISSION OF THE OTHER PARTY AS ALTERING IN ANY WAY THE PARTIES AGREEMENTS AS DEFINED IN THIS AGREEMENT.** Any waiver, permit, or approval of any breach of or default under this agreement must be in writing, and because the language of this paragraph was negotiated and intended by both parties to be binding and is not a mere recital, both parties hereby agree that they will not raise waiver or estoppels as affirmative defenses so as to limit or negate the clear language and intent of this paragraph. All remedies, either under this agreement, by law, or otherwise afforded to either party, shall be cumulative, not alternative.
11. **Notice.** Any notice or demand (individually or collectively) required or permitted by this agreement to be given must be in writing and (i) delivered by certified, registered, or express mail, return receipt requested, United States Postal Service, postage pre-paid, or (ii) hand-delivery service. Each notice shall, for all purposes, be deemed given and received when signed for by the recipient or his/her/its authorized agent. The Notice shall be given to the party at its address provided in the initial paragraph of this agreement, or to such other address as such party hereinafter may designate by Notice.
- If delivery of Notice is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date delivery was attempted. The contrary notwithstanding, any Notice given in a manner other than that provided above, but actually received by the party, shall be effective upon receipt.
12. **Consents; Reasonableness; Good Faith.** Neither party shall unreasonably deny, withhold, or delay any consent or approval required or contemplated for any action or transaction proposed to be taken or made hereunder. The parties agree to cooperate fully with each other and to act reasonably and in good faith and in a timely manner in all matters hereunder so that each of them may obtain the benefits to which they are entitled hereunder and for which they have negotiated.
13. **Construction; Forum.** This agreement shall be deemed to have been negotiated and written by both parties and to have been entered into on the Chippewa Cree Reservation, which shall be



Chippewa Cree Housing Authority

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the appropriate legal forum. This agreement shall be governed be and construed in accordance with the laws of the Chippewa Cree Tribe.

14. **Headings.** The headings to the various paragraphs of this agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties.
15. **Gender.** Any noun or pronoun used herein shall refer to any gender and to any number as the context requires or permits.
16. **Binding Provisions.** The provisions of this agreement shall be binding and to any number as the context requires or permits.
17. **Severability.** In the event that a court of competent jurisdiction shall hold any provision in this agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this agreement.
18. **Entire Agreement; Modification.** This agreement constitutes the final and entire agreement between CCHA and the card holder, and there is no agreement or promise on the part of either party to do or omit to do any act or thing not herein mentioned. This agreement is intended as a complete and exclusive statement of the terms and conditions of the parties' agreement and may not be effectively amended, changed, modified, or altered without the written consent of both CCHA and the card holder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand.

CARDHOLDER;

Typed Name of Cardholder



Chippewa Cree Housing Authority

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Signature of Cardholder

CHIPPEWA CREE HOUSING AUTHORITY

BY: _____

Executive Director



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ELIGIBILITY AND ADMISSIONS POLICY FOR RENTAL UNITS

SECTION 1: PURPOSE AND APPLICABILITY

The purpose of this policy is to set forth the approach for determining eligibility and admissions to housing owned and operated by the Chippewa Cree Housing Authority (CCHA) and selection for CCHA programs.

SECTION 2: REQUIREMENTS

Eligibility for programs and admission to units operated by CCHA shall be fair at all times and in all respects. Board members, Staff and Sub-Grantee of CCHA shall be fair and impartial in selecting people to participate in programs of the CCHA. They are prohibited from making determinations based in whole or in part on family ties, political views, or personal bias. Selections made by the staff may be reviewed by the Board of Commissioners for compliance with this policy and other CCHA requirements.

Pursuant to the NAHASDA law and regulations, CCHA will comply with the following nondiscrimination requirements, as applicable.

1. The Age Discrimination Act of 1975 (42 U.S.C. 61010-06107) and HUD's impending regulations in 24 CFR part 146.
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794) and HUD's impending regulations at 24 CFR Part 8.
3. The Indian Civil Rights Act (Title II of the Civil Rights Act of 1968; (25 U.S.C 1301 -1303).

SECTION 3: APPLICATION

A written application must be received from any family that wishes to apply for services and shall meet with the Eligibility Staff in order to insure program suitability. During such meeting applicant will be informed that placement on the waiting list does not necessarily mean that applicant is qualified for a particular program as that comes at final qualification time. The household will submit a completed initial application provided by CCHA which includes the date of application, name and contact information for the applicant and the name of the program



Chippewa Cree Housing Authority

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in which the applicant seeks to participate. All applicants will be added to the waiting list as of the date their application is complete.

Applications from previous tenants will be accepted as new applicants as of the date the applications are completed. Previous tenants who owe money to CCHA or had their service terminated for any reason must see REPLYING FOR SERVICE POLICY. If necessary, any changes to approve applicants resulting in a change in head of household will be brought before a committee of not less than three (3) staff members and they will review and recommend action to be taken.

CCHA reserves the right to reject applications for housing in cases where it has been determined that admission of the applicant would be damaging to the health and safety, or welfare of other tenants, or the financial stability or physical environment of the project.

SECTION 4: ELIGIBILITY

1. To be eligible and applicant(s) family must meet all the following requirements:
 - A. The head of household must be eighteen (18) years of age or older or be emancipated through the courts.
 - B. Meet the requirements of "Low-Income" as defined.
 - C. Demonstrate that they are willing and able to meet the obligations of participating in the program.
 - D. CCHA will evaluate each application and deny admission to any applicant whose habits and practices may be expected to have a detrimental effect on other residents. In order to determine whether the admission of an applicant would have such an effect, CCHA will take into consideration the following factors:
 - a. Applicants past performance in meeting financial responsibilities, especially rent obligations.
 - b. Any record of disturbance, destruction of property, or living or housekeeping habits at past residences which may be damaging to the health, safety, or welfare of other tenants.
 - c. Any history of criminal activity involving crime or criminal drug-related activity, crimes of physical violence to persons or property and other criminal acts, which would be damaging to the health, safety or welfare of others.

In the event of the receipt of unfavorable information about an applicant, a committee of not less than three (3) staff will review and recommend action to be taken. Consideration will be given to the time, nature, and seriousness of the applicant's behavior and to factors, which might show a reasonable chance of favorable future behavior for social or financial stability. Criteria may be



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required and conditions applied to encourage and assist the applicant family to change adverse behavior as a condition of tenancy.

2. **Verification of Eligibility:**

A. Information provided on the application will be verified through the agency providing the information. Information to be verified includes but is not limited to:

- a. Application Data and Supporting Documentation
- b. Criminal Records
- c. Any other Documentation that the CCHA deems necessary

3. **Non-Low Income Families**

Pursuant to the condition outlined in 24 CFR 1000.110, CCHA may choose to provide assistance to non low-income families.

4. **Non-Indian Families**

- A. CCHA may provide housing or housing assistance to non-Indian family within the reservation if it determines that the presence of the family on the reservation is essential to the well-being of Indian families and the need for housing for the family cannot reasonably be met without such assistance; and
- B. The determination described shall be made by written resolution of the Board of Commissioners before the family may be determined to be eligible.

5. **Notification of Rejected Applicants**

All applicants who are determined not to be eligible for a program shall be promptly notified in writing. The notice shall contain a brief description of the reason(s) they were determined to be ineligible and will explain the applicant's right to request, within ten (10) working days, a hearing in accordance with the Grievance Policy in order to object or to receive further explanation from CCHA.

6. **Present Homeowner Seeking Housing Assistance**

An applicant or household member who currently is buying or owns his/er home must meet one or more of the following exceptions to be considered:

- A. Owns or is buying a home that has been declared condemned or non-rehabitable.
- B. Cannot live in their home due to medical condition that related to the home and the home cannot be rehabilitated to accommodate the medical condition.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

- C. Can provide documentation from an authorized agency that the home is held in undivided interest and cannot be sold or lived in by the applicant.

7. Application Update

Applicants shall provide to CCHA any changes in family composition or income as they occur. Applicants are required to update their application at least every six (6) months in order to be considered for assistance.

If the household composition changes, upon documentation, CCHA may place the applicant on appropriate sized list as of their original date.

Failure to update within the required timeframe, the applicant will be removed from all waiting lists. To be reconsidered, a new application must be submitted.

SECTION 5: SELECTION

2. Waiting List

When demand for a particular program or for units is anticipated to exceed anticipated availability, eligible applicants shall be placed on a written waiting list according to preference. Selection for assistance will be determined from the waiting list by application date.

Applicants shall provide to CCHA any changes in family composition or income as they occur. Applicants are required to update their application not less than every six (6) months in order to be considered for assistance with recommendation of the Review Committee.

2. Preferences

- A. Enrolled Chippewa Cree Tribal Members
- B. Enrolled Indians from other Federally Recognized Tribes with minors enrolled with the Chippewa Cree Tribe
- C. Enrolled Indians from other Federally Recognized Tribes
- D. Non-Indian head of household with minors enrolled with the Chippewa Cree Tribe.
- E. All others

Tribal member veterans will have priority over all other applicants. Applicant must provide Form DD2-14 showing discharge date and status showing discharge under honorable conditions



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59821
Phone (406) 396-4370 or 396-4748
FAX 396-4249

in order to be considered for Veterans preference. Within the above categories, elderly, disabled, or handicapped applicants shall have priority above all other applicants when there are vacancies in the elderly/handicapped units.

3. Notification

CCHA shall select from the waiting list without discrimination against applicants or display special preference for any reason other than those stated above. CCHA will deliver by mail to each family selected for services, a written notice of selection. For available units, a written notice will be sent which will include the following statements.

- A. That the family has been selected;
- B. That the family must respond and accept the unit within five (5) working days or forfeit the unit;
- C. What documentation is required regarding current income should be provided at the Admissions Interview. This documentation must be provided prior to the file handoff to Occupancy for execution of lease.
- D. That the required deposits must be paid in full prior to the date of occupancy;

If an applicant is offered the next available unit and declines the unit, or fails to respond within the time offered, that applicant will be placed at the bottom of the waiting list.

If the applicant is offered a suitable unit, accepts and moves into the unit as required, the applicant will be removed from that program waiting list.

4. Final Qualification

If applicant is interested in said unit then CCHA will begin final qualification. Forms and verification required by CCHA;

- A. Verification of income from all sources for all family members must be submitted. This includes but not limited to wages, Social Security, SSI, VA, income reported on tax returns, self employment and income received for children such as social security, SSI, foster care payments, TANF, AFDC, GA, child support, and scholarship/school funding.
- B. Two (2) letters of reference
- C. Verify household composition
- D. Proof of Enrollment



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

5. **Formula for Determining Assistance Amount**

The assistance amount a family will be eligible to be received will be the fair market rent (for the size of the family is eligible for rent according to the occupancy standard). If thirty (30) % of the applicant's adjusted income meets or exceeds the fair market rent, the applicant is not eligible for assistance.

6. **Service Area**

The service area for the CCHA is within the exterior boundaries of the Chippewa Cree Reservation, and units owned and operated by the Chippewa Cree Housing Authority.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59921
Phone (406) 395-4370 or 396-4748
FAX 396-4249

OCCUPANCY POLICY FOR RENTAL UNITS

SECTION 1: PURPOSE AND APPLICABILITY

The Chippewa Cree Housing Authority hereinafter referred to as CCHA has adopted a series of administrative and management policies. These Policies are formally adopted by CCHA and until revised or changed by formal action of the Board, the staff is required to follow them. Some of the provisions of these Policies, but not all, reflect requirements of federal and tribal law. CCHA may have also elected by formal resolution to establish alternative policies for programs that are operated without Native American Housing and Self-Determination Act (NAHASDA) Assistance.

SECTION 2: LEASING OF RENTAL UNITS

Upon selection for a unit and during the orientation process all households are required to complete the certification of their household composition and income, including assets and sign the following forms:

- Income Verification form from all sources'
- Public Assistance Form
- Per-capita and Gaming Form
- Assets Form for all applicable assets
- Student Financial Aid Certification Form
- Child Support Form
- Child/Dependent Care Verification Form
- Fraud Notice Form
- Drug and Criminal Activity Policy Form

- 1 **EXECUTION OF LEASE** – Upon selection for a rental unit, a Low Rent Dwelling Lease will be entered into by CCHA and every tenant family before the family may be admitted to a rental housing unit. An appointment will be scheduled for the family for orientation and execution of the lease. The term of the lease will be a month to month basis beginning on the day it was executed by all parties. One copy of the executed lease will be given to the tenant and one copy will be kept in the tenant's Occupancy file. The lease is incorporated into this policy by reference.



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

- A. The lease shall be executed by the head of the household and by an authorized representative of CCHA prior to admission. The lease must be current at all times and must be compatible with CCHA policies and Tribal and Federal laws and regulations. Amendments may be added from time to time when laws or regulations change. Tenants will be given thirty (30) days' notice of any change to the lease.
- B. If the lease provisions change, the existing lease may be cancelled and a new lease executed or an appropriate rider may be added to the existing lease. The new lease or rider must be executed by the head of the household and by an authorized representative of CCHA and dated.
- C. Upon execution of the lease the tenant agrees that the housing unit will be the Tenant's only residence. The tenant shall not sublet the leased premises, or transfer possession of the leasehold premises. CCHA shall not allow the re-assignment of the leasehold premises to a new head of household or to any other member unless that member has been listed on the household composition of the unit in question for three-hundred-and sixty-five (365) consecutive days prior to the date of request and they must meet all other established requirements. The tenant is responsible for all acts of his/her resides or guests of the unit, including children. Tenant, members of his/her household or guests shall comply with all laws, rules, and regulations that affect the use or occupancy of the leased premises and any other provision outlined in the executed lease.

1 **SECURITY DEPOSIT** – The tenant shall pay two hundred dollars (\$200) security deposit in full to CCHA prior to initial occupancy. CCHA shall apply the security deposit, at the termination of this lease, towards reimbursement of the cost of repairs for any intentional or negligent damage(s) upon the leased premises caused by the tenant, his/her family or guest(s) or any rent or other charges owed by the Tenant. The vacating tenant will have ten (10) days from the date of notification of such charges to dispute any or all charges applied. CCHA shall refund the remaining balance of the security deposit to the Tenant or third party vendor within thirty (30) days.

1 **UTILITIES** – Tenants shall pay for all electrical and propane services. All utility deposits must be paid prior to move-in and a copy of the contract in the head of household's name must be submitted to CCHA at the time of lease orientation and execution. CCHA will provide the following utilities: Water, Sewer and Garbage, however should the tenant leave the unit for a period of time or does not keep heating available in the unit and water lines freeze up the Tenant will have to pay the reconnection fees for utilities to the Tribal Water or Utilities Department and all repairs to the plumbing repairs will be charged to the tenant.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

1 **RENT PAYMENTS – Initial Certification** – The initial monthly rent payment and each recertification will be calculated utilizing the information provided and verified and will not exceed 30% of the Adjusted Monthly Income in accordance with the Native American Housing Assistance and Self-Determination Act (NAHASDA) of 1996, SEC 4, DEFINITION for (1) Adjusted Income;

A. Adjusted Income – means the annual income that remains after excluding the following amounts:

- a. Youth, Students and Persons with Disabilities - \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of household).
 - i. Who is under 18 years of age or older; and
 - ii. Who is –
 1. 18 years of age or older; and
 2. A person with disabilities or full time student
- b. Elderly and Disabled Families - \$400 for an elderly or disabled family,
- c. Medical and Attendant Expenses - the amount by which 3% percent of the annual income of the family is exceeded by the aggregate of –
 - i. Medical expenses, in the case of an elderly or disabled family; and
 - ii. Reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
- d. Child Care Expenses – Child care expenses, to the extent necessary to enable another member of the family to be employed or to further his/er education.
- e. Earned Income of Minors – the amount of any earned income of any member of the family who is less than 18 years of age.
- f. Travel Expenses – Excessive travel expenses, not to exceed \$25 per family per week, for employment – or – education – related travel.
- g. Other Amounts – such other amounts as may be provided in the IHP.

B. SEC. 203 (a) RENTS, (2) MAXIMUM RENT – In the case of any low-income family residing in a dwelling unit assisted with grant amount under this ACT, the monthly rent for such dwelling unit may not exceed 30% percent of the monthly adjusted income of such family.



Chippewa Cree Housing Authority

75 Laredo Road
 Box Elder, MT 59521
 Phone (406) 395-4370 or 395-4748
 FAX 395-4249

- a. Tenants shall furnish CCHA with accurate information as to family income and composition to enable it to determine Tenant's monthly rent amount, before initial occupancy. Initial rent payment will be pro-rated to the move-in date for the month of initial occupancy and must be paid prior to initial occupancy. All rent arrearage due on the first (1st) of each month and are late after the tenth (10th) of each month.

RENT SCALE

ANNUAL	RENT	
\$0 - \$6,000	\$30.00	MINIMUM
\$6,000 - \$8,000	\$40.00	
\$8,000 - \$10,000	\$50.00	
\$10,000 - \$12,000	\$60.00	
\$12,000 - \$15,000	\$80.00	
\$15,000 - \$20,000	\$100.00	
\$20,000 - \$25,000	\$120.00	
\$25,000 - OVER	\$150.00	MAXIMUM

- C. All checks returned for non-sufficient funds (NSF) will result in a reversal of the payment received and will be considered as a non-payment for which it was initially intended and the tenant will be subject to the Collection Policy. CCHA will not redeposit a returned (NSF) check or accept another check; the tenant will need other means of paying their receivables. Please refer to the CCHA Financial Management Policy.

SECTION 3: RECERTIFICATION

CCHA may periodically, as required by 24 CFR, 1000.128, require the tenant to recertify and furnish accurate information regarding family income and composition to determine appropriate rent amount, dwelling size, tenant need and Tenant's continued eligibility for low income rental housing. CCHA shall make such verification and determination in accordance with NAHASDA of 1996, SECTION 4, DEFINITIONS, (1) ADJUSTED INCOME.

The recertification process for rental non-elderly tenants will be scheduled every two (2) years unless there is a reduction in family income that could result in a reduction in rental payment. The recertification process for elderly tenants will be scheduled every three (3) years unless there



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 895-4370 or 395-4748
FAX 395-4249

is a reduction in family income and could result in a reduction in rental payment lower than maximum set rental payment.

The recertification process for households reporting zero income will be scheduled every ninety (90) days utilizing the 90 -Day Certification of Zero Income Form to verify the zero income and to report on how basic necessities are being met. The household Certification will continue to be the date established at the time of move-in.

Participants that list children that are under the age of 18 and report zero income must provide a copy of both the mother's and father's Income Tax Return or a copy of the individual claiming the children for tax purposes.

The head of household will be notified by first class mail of their obligation to recertify at least 120 days in advance of the established recertification date, except for households reporting zero income. The letter will include instruction for the family to bring in documentation to substantiate any sources for all family members, any asset information and any documentation to substantiate any deductions or allowances. All information which affects the family's continued eligibility to recertify; CCHA will take action in accordance with the lease. If the tenant misrepresents, negligently or intentionally, any facts used by CCHA to determine his/her rent payment CCHA shall retroactively apply any rent increase due to the tenant's misrepresentation and/or process legal action for fraud.

Head of Household will be notified in writing of any rent adjustment and the notice will state the effective date of the adjustment. Increases or decreases in required rental payments will be effective in accordance with the lease. If the family causes a delay so that the processing of the recertification is not complete by the established date, the rent change will be effective on the first (1st) day of the month of the established recertification date.

If the tenant does not complete the recertification process within the established timeframe, CCHA may proceed with a termination of the lease.

If the tenant is on a Rental Probationary Dwelling Lease the lease may be terminated immediately. If the lease is terminated, one of the following will apply in regards to the Tenant's right to file a Grievance:

1. If the CCHA Board of Commissioners placed the tenant on the Probationary Dwelling Lease, all grievance rights were exhausted when being placed on this lease.



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

2. If the tenant was placed on the Probationary Dwelling Lease by the Executive Director the Grievance Policy will apply/

Of, at the time of recertification, CCHA determines that the leased premise is not longer appropriate for the tenant's needs, CCHA may amend the Lease by notice to the tenant that they are required to move to another unit, within the area in which they live as soon as an appropriate unit is available. The Occupancy Standards Section of the Transfer Policy will be used to determine if the leased premises is the appropriate size for the family size. If the tenant refuses to move to the next available unit a termination of this lease may be issued.

SECTION 4: ADDITIONAL APPLICABLE POLICIES

HEAD OF HOUSEHOLD POLICY

A request for a Head of Household Change must be approved by the Executive Director.

1. **Change In Household Composition** – If there are no children in the household the unit will remain with the tribal member.

In the case of two tribal members, that have no children included in the household the unit will stay with the tribal member identified as the head of household or mutual agreement between the two tribal members will prevail.

In case of two tribal members, and children are included in the household, the unit will remain with the parent who has custody and/or control of the children.

In the case of two tribal member, and the children are split between the parent, the tribal member parent who is listed as head of household will retain the unit or a mutual agreement between the two tribal members will prevail.

In the event the head of household (a tribal member) passes away or leaves the unit for any reason the remaining adults(s) and children in the household that are not tribal members and are not 62 years of age, the household will be required to vacate the unit.

In the event the head of household (tribal member) passes away and the remaining spouse or significant other or person related to the head of household by operation of law (tribal member or non-member) will be allowed to become the head of household if he/she is 62 years of age or older. He/she will be required to pay his/er own security deposit he/she signs the lease with CCHA. If the person that the unit is transferred to be a non-member that



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

person must provide a written statement of who they want their security deposit refunded to (if applicable).

2. Proposed Head of Household must –

- A. Be listed on the household composition of the unit in question for 365 consecutive days prior to the date of request change.
- B. Be 18 years of age or older or legally emancipated by a court of law at the time of the request.
- C. Bring in a copy of signed contract(s) from all utility providers showing account(s) are in his/er name (if applicable).
- D. Complete a household composition form. An initial certification will be done effective the date all required information is submitted and forms signed.
- E. Enter into a new lease in his/er name.
- F. Sign the Acceptance of Head of Household Change form, accepting unit as is.
- G. Assume responsibility to pay all delinquent rent and utility bills (if applicable) that are associated with the unit, which are outstanding from current head of household.
- H. Pay his/er own security deposit if the former head of household is not willing to sign his/er security deposit over to the proposed head of household.
- I. Sign the CCHA Domestic Violence Lease Rider if change is due to domestic abuse.
- J. Sign a Drug and Criminal Activity Policy Form

3. Current Head of Housing must agree to (if applicable):

Be responsible for the unit until all of the proposed head of household changes have been completed. Sign a relinquishment of unit form the day the new head of household change is effective. All necessary paperwork must be completed with one (1) week of notification (either by mail or verbal) of the reassignment to the new head of household. If the necessary paperwork is not completed within one (1) week of notification the transfer of head of household transaction will become null and void and all members of the remaining household will be required to vacate the unit within thirty (30) days. If the head of household change is the result of an event (passes away) the time frame will be decided on a case by case basis not to exceed sixty (60) days.

- A. Size of household composition increase or decrease
- B. Medical, as determined by their Physician, Tribal Health Nurse or Physical Therapist.
 - a. Verified as to medical needs and limitations
 - b. Verification that the tenant can no longer reside in current unit due to medical needs or limitations.
 - c. Will be considered only for on-going conditions.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

- d. The applicant can provide documentation from an authorized agency that the home is held as undivided interest and cannot be sold or lived in by the applicant.
- C. Emergency medical situation will to CCHA Board of Commissioners.
- D. Any other reason will be reviewed by the Review Committee. If necessary Review Committee will make recommendation to CCHA Board of Commissioners for any special circumstances.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59921
Phone (406) 396-4370 or 396-4748
FAX 396-4249

PROCEDURES

COMPLIANCE TO INTERNAL CONTROL POLICIES

Over the past few years the staff of the Chippewa Cree Housing Authority have reviewed and modified the Internal Control Policies, through retreats and trainings. We have worked long hard days to make sure the policies are written to assure that the way we do business will comply with HUD standards and the Tribal Budget Ordinance. Software programs and training have been implemented to make sure our duties and work ethics comply. The policies are well written and can be understood by any one that reads them. These procedures simplify the terminology into plain English. The person responsible is clearly identified within this procedure as to not to confuse job duties.

The procedures are to clarify and set in motion the sequence of events to comply with the policies.

CASH COLLECTION/CASH RECEIPTS

RECEIVING PAYMENTS:

All mail is be opened by the *Receptionist*. All payments received through the mail will be left in their original envelopes, which will be stapled shut and handed directly to the *Accounts Receivables Clerk*. All payments made in person in the office are to be received by the *Accounts Receivables Clerk*. In her/his absence, the backup employee, as designated by the *Financial Manager*, will receive payments. Payments are not to be taken out in the community, only in the CCHA office.

ISSUING RECEIPTS:

Upon receipt, all homebuyers and rental payments are to be instantly input into the general ledger in the computer, which prints a receipt. The receipt is immediately given to the payer, if payment



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

is made in person or mailed to the resident on the same day, if payment is received by mail. If payment is made through payroll deduction the resident's stub will act as CCHA's receipt and the residents' receipt will be mailed to them with their monthly- quarterly billing.

If the computerized collection system is not on line, the next manual pre-numbered, triplicate receipt is used. As soon as computerized access is restored, the *Accounts Receivables Clerk* directly computer inputs the amount that were receipted manually and writes "Input on _____" and the date across the manual receipt copy.

ALLOCATIONS:

Allocation of the payment to the proper resident accounts is noted on the receipt at the same time. Posting of the payment to the general ledger and allocation to the resident ledger and other appropriate subsidiary ledgers (rental income, administration fees, MEPA, and etc.) will be completed on the same day they are received.

SECURITY:

All payments are to be kept in a locked place until deposited in the bank.

All "used" Receipts and Deposit booklets are to be filed in a secure archive for a minimum of three years.

SEPARATION OF DUTIES:

The *Accounts Receivables Clerk* will package the duplicate copy of the day's manual receipts, a printout of the computerized receipts and payroll deductions at 4:00 PM daily. The *Accounts Receivables Clerk* will then record on a **Financial Reconciliation Form** (see attached form) separating the cash, coin, check and money orders resulting in the total of the receipts taken for that day. The *Accounts Receivables Clerk* will give the duplicate receipts, cash printout, along with the cash, checks and etc. to the *Finance Manager*, who will run an adding machine tape of the total package, sign the *Financial Reconciliation Form* and locks it in the vault.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

BANK DEPOSITS:

The *Accounts Receivables Clerk* prepares the bank deposit. S/he will list all cash, checks, money order, and etc. separately on a pre-numbered, bank deposit slip, showing the start and ending receipt number. S/he will compare the deposit ticket total to the adding machine tapes to confirm correctness. The *Program Manager* Executive Director or designee will verify and sign-off on *Financial Reconciliation Form* prior to sealing deposit envelope and making the deposit. The *Financial Reconciliation Form* will stay with the **duplicate copies** of the pre-numbered receipts, deposit slip and adding machine tape.

Any discrepancies are immediately reported to the *Financial Manager* and corrected by the "team" of *Accounts Receivables Clerk*, and *Financial Manager*. If the discrepancy cannot be resolved, the *Executive Director* will be immediately informed.

The original copy of the Deposit Slip(s) and all cash, checks, money orders and etc., are then taken to the bank by the *Program Manager* Executive Director or designee or and deposited. All payments kept overnight must be locked in a fireproof safe and/or vault.

The *Accounts Receivables Clerk* gives a copy of each receipt or a printout to the *Financial Manager* on a monthly basis of each deposit which separately sums rents, administrative fee payment, equity payments, maintenance charges, late fees and etc., so revenue allocations can be made to the various CCHA budgets. (See attached Tenant Receipt form)

A duplicated copy of the Deposit Slip is stapled to the receipt copies and printouts are mailed to the Fee Accountant by the *Occupancy Specialist* for posting to tenant ledgers. If fee accountant is not utilized, the *Occupancy Specialist* will post receipts to tenant ledger, then the receipts are filed in the residents' file as the official office copy.

The triplicate copies of receipts and deposit slips are never detached from and always remain in a receipt book in numerical order.

Bank deposits slips will be made daily from the daily receivables, verified with the required signatures. Bank deposits are to be made on Friday, unless the deposits total over \$500 or if cash is involved, a deposit is required on that day. The deposit after banking hours will be made at the drive-up



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59621
Phone (406) 395-4370 or 395-4748
FAX 395-4240

or deposited in the overnight drop with a request that the bank receipt be mailed to the *Finance Manager*.

RECONCILING BANK STATEMENTS:

The *Financial Manager* will reconcile deposits to the bank's statement monthly by the 10th of each month. Any discrepancies are to be immediately reported to the *Executive Director* than resolved with the *Accounts Receivable Clerk*.

FIDELITY BOND:

All employees who handle cash are to be covered by an adequate fidelity bond.

All "used" Receipt and Deposit booklets are to be filed in a secured archive for minimum of three (3) years.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

FINANCIAL RECONCILIATION FORM

DATE: _____

RECEIPT # _____ TO _____

TOTAL FROM COMPUTERIZED PRINTOUT \$ _____

CASH: Paper
\$100 # _____ = \$ _____

\$50 # _____ = \$ _____

\$20 # _____ = \$ _____

\$1 # _____ = \$ _____

Coin
\$1 # _____ = \$ _____

\$0.50 # _____ = \$ _____



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

\$.25 # _____ = \$ _____

\$.10 # _____ = \$ _____

\$.05 # _____ = \$ _____

\$.01 # _____ = \$ _____

CHECKS:

Personal: # _____ = \$ _____

Company # _____ = \$ _____

MONEY ORDERS/CASHIERS CHECKS

_____ = \$ _____

TOTAL RECEIPTS: # _____ = \$ _____

VERIFYING SIGNATURES AND DATE:

_____ / _____ / _____



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 396-4370 or 395-4748
FAX 395-4249

The Receipts must be sequential include voided receipt numbers on form. Indicate in payback column if payment is for reimbursement of travel, equipment and/or other purchases.

Receipt and dummy control should match per receipt, and total deposit should match dummy control totals at month end. If the totals do not match check for errors, if an error cannot be found the Financial Manager and Program Manager will assist in reconciling the errors. All errors must be reported to the Executive Director.

Submit a copy to the Financial Manager, ~~Program Manager~~ and Executive Director by the 10th of each month for the preceding month's receipts.



Chippewa Cree Housing Authority

76 Larado Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

COLLECTION POLICY

SECTION 1: PURPOSE AND APPLICABILITY

The purpose of the Collections Policy will be to inform the customer of established guidelines for collection of rent, house payments, housing services, work orders and other charges. The goal of the policy is to collect the amounts owed to the Chippewa Cree Housing Authority, herein after referred to as CCHA, to ensure the continuation of adequate housing services, while providing for the safety and well being of all customers and promoting fairness and due process.

This Collection Policy shall provide for all parties associated with the housing programs what actions will be taken to enforce the collection of money owed to CCHA. In establishing CCHA, the CC Tribal Council declared in Ordinance 3-63, that the power of the Tribal Courts shall be utilized to enforce eviction for non-payment of rent or other violations and in the collection of amounts owed to CCHA for other charges. In cases where termination of a lease or other binding contract is a part of the action, and non-payment, CCHA will attempt to collect payment so that the necessity for lease termination minimized.

The CCHA staff will proceed with the collection process without exceptions. The intention of this policy is to resolve debts quickly to avoid the accumulation of large debts. A copy of the policy will be posted and made available to the public as requested.

SECTION 2: MONTHLY BILLING

Billing will be processed during the last week of each month and statements will be mailed by the first (1st) of the following month. The statement for current charges shall be a courtesy reminder only, and failure of the customer to receive the statement in a timely manner shall not excuse the customer from making full payment when due.

Payments may be made by cash, check, money order or automatic payroll deduction. Cash, check or money orders brought in to CCHA for payment will be received at the payment window and a receipt will be issued. Payments received by mail or payroll deduction will be issued a receipt upon request.

Recurring monthly charges for all programs are due on the first (1st) of each month and delinquent after the tenth (10th) of each month unless other arrangements are made with CCHA.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

On the eleventh (11th) day of the month, accounts that are not paid as agreed will be issued a fourteen (14) day NOTICE TO PAY IN FULL OR VACATE and assessed points, if applicable, as determined by the signed lease agreements.

SECTION 3: LATE PAYMENT OF REQUIRED MONTHLY CHARGE.

If a Low Rent, Mutual Help or Lease to Own customers is unable to make the established monthly charge when due, he/she must request an extension from CCHA. Such extension shall be documented and approved prior to the tenth (10th) of each month.

When an agreement has been made to make payments at a date other than the first (1st) of the month, the delinquent date will be the next day following the established due date. Such arrangement will be documented in writing and signed by both the customer and CCHA.

Accounts that are not paid as agreed will be issued a fourteen (14) day NOTICE TO PAY IN FULL OR VACATE and be subject to an assessment of points as applicable per the signed lease.

SECTION 4: PAYBACK AGREEMENTS

A payback agreement is an agreement entered into by CCHA and a customer for the future payments of charges other than monthly charges which the customer has not paid when due and additional time is needed to repay the amount due. The Collections Personnel will have discretionary author to negotiate the Payback Agreement as needed.

Minimum monthly Payback Agreement amounts will be established utilizing the criteria below.

AMOUNT DUE	MINMUM PAYMENT REQUIRED
\$ 1 - \$50	In full
\$51 - \$100	\$25
\$101 - \$500	\$50
\$501 - \$1000	\$85
\$1001 -- and above	\$110

If the customer's income does not allow for a Payback Agreement utilizing the criteria above, the customer must enter into a Stipulated Agreement in accordance with Section 5.



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

Non-payment of Payback Agreement will be forwarded to the Occupancy Department and could result in termination of lease.

SECTION 5: STIPULATED AGREEMENT

A Stipulated Agreement is an agreement entered into by the customer and CCHA, filed in Tribal Court and signed by a Tribal Judge. The Collection personnel will have discretionary authority to negotiate the Stipulated Agreement as needed. A customer is allowed two stipulated agreement to be in place at any given time. The stipulated agreement is satisfied when paid in full.

SECTION 6: SMALL CLAIMS AND CIVIL FINDINGS

If the Collections Personnel are unable to collect monies owed to CCHA by agreement, monies owed will be collected through Civil or Small Claims proceedings in Tribal Court.

SECTION 7: VACATED ACCOUNTS

For customers who have moved from a property managed by CCHA, the Occupancy Department will verify that all charges have been posted to the account. For accounts with a credit balance, the Occupancy Department will process a refund. For accounts that have a balance due, the Collections personnel will collect monies owed to CCHA in accordance with Section 4 through 6 above.

When a tenant dies while occupying a property managed by CCHA, the Occupancy Department will verify that all charges have been posted to the account. All credits or accounts receivable amounts will be forwarded to the Tribal Court for disbursement or collection.



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59321
Phone (406) 395-4370 or 395-4748
FAX 395-4249

GRIEVANCE POLICY

SECTION 1: PURPOSE

The purpose of this policy is to establish the procedure by which the Chippewa Cree Housing Authority (CCHA) shall insure that all customers utilizing the services of CCHA are given the opportunity to dispute CCHA's action or failure to act, and to receive within a reasonable period of time, a response to the dispute. A copy of the Grievance Policy shall be displayed in CCHA's office and made available to customers upon request.

Applicability – CCHA Grievance Policy shall be applicable to all disputes between customer and all programs under the administration or control of CCHA and is only applicable to disputes regarding the interpretation or implementation of established policy. The Policy shall not be applicable to disputes amount individuals not involving CCHA, and shall not be used as a method of initiating charges in CCHA policy.

SECTION 2: DEFINITIONS

For the purpose of this policy, the following definitions are applicable:

- A. **Grievance** shall mean any formal complaint or dispute which a customer may have with respect to CCHA action, or failure to act, in accordance with the individual lease, agreement, contract or in accordance with any other CCHA regulation or policies.
- B. **Grievance Action** will be those actions that are taken against a customer or individual by the Executive Director or staff. Those actions that are taken in accordance with Federal Statutes and Regulation are not grievable.
- C. **Customer** shall mean any person receiving services from any program under the administration or control of CCHA.
- D. **Customer Request Form** shall mean formal documentation, in written form, of a grievance either using a Customer Request Form or letter signed by the customer. The staff at CCHA will assist customers in preparation of the Customer Request Form as needed.
- E. **Conciliation Meeting** shall mean an informal meeting between the Executive Director of CCHA, or his designee, and the customer in an attempt to resolve a grievance prior to scheduling a Grievance Hearing before a Grievance Committee, made up of staff and other program directors'.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

- F. **Grievance Hearing** shall mean a formal presentation to the Grievance Committee on the merits of the appeal
- a. The request for a Grievance Hearing does not require the customer to resubmit all of the details of the grievance as this information will have been presented in the Customer Request Form previously filed with CCHA.

SECTION 3: DOCUMENTATION

- A. A CCHA Customer Request Form shall be completed and signed by the customer whenever there is a grievance, as the initial step in the grievance process. A letter requesting action and signed by the customer may substitute for a Customer Request Form.
- B. CCHA staff shall keep a record of all formal and informal individual grievances, requests for assistance, or other communication requesting a review of CCHA action or failure to act.
- C. All action taken to respond to an individual grievance shall be recorded with an indication of results achieved and further action required or anticipated.
- D. Any Grievance Hear before the Grievance Committee will be documented in minutes taken, plus any explanatory materials to be entered in the record kept regarding the appeal.

SECTION 4: INFORMAL SETTLEMENT OF GRIEVANCES

- A. The CCHA staff shall make every effort to respond to individual grievances, problems, requests for assistance, requests for action or appeals of decisions so as to avoid the necessity for formal Customer Requests and Grievance Hearing before the Grievance Committee.
- B. If requested, the staff shall assist individuals to document grievances and to complete Customer Request Forms
- C. Staff shall respond to Customer Request Forms within ten (10) working days of receipt.

SECTION 5: GRIEVANCE HEARING

- A. If the customer is not satisfied with the result or findings of the Customer Request Form, a request for a Grievance Hearing before the Grievance Committee can be made. The request must be made within ten (10) working days of receipt of a formal CCHA response to the Customer Request Form. A grievance Hearing may be



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

- requested until the customer has filed a Formal Customer Request Form and CCHA has made a response.
- B. If a hearing is not requested within the required ten (10) working days, the matter in dispute will not be considered further and the customer will be required to adhere to the action specified in the original Customer Request Form response.
 - C. When a request for a Grievance Hearing is received, a hearing will be scheduled at the earliest mutual convenience of CCHA Grievance Committee and the customer.
 - D. If the customer requesting the hearing does not appear the matter in dispute will not be considered further. The customer will be required to adhere to the action specified in the original CCHA response to his request.
 - E. At a formal Grievance Hearing before the Grievance Committee, the following procedures will be followed:
 - a. The hearing will take place during the Appointment indicated on the correspondence.
 - b. All visitors and guests other than the Executive Director, or designees, staff personnel, and the recording secretary will be requested to leave the meeting room while the hearing is in progress. The customer has the right to be represented by another person of their choice at the hearing.
 - c. There will be an opportunity for both CCHA representative and the customer to make opening statements, present witnesses and documents and asks questions of the other party.
 - d. The format of the hearing shall not imply that the burden of proof is more on one side than the other. The purpose of the hearing is to present all information required in order to allow a decision by the Grievance Committee based on the merits of the grievance.
 - e. The Committee will make a decision on the grievance within five (5) working days of the hearing. CCHA will transmit this decision within that time frame to the customer in writing.
 - f. The decision shall be binding on all parties involved.

SECTION 6: PAYMENTS AND DEPOSIT

Renters' Monthly Payment During Grievance Process

When a grievance involves payment of rent or monthly payments or other charges, the customer may not withhold payment pending a response to a Grievance Hearing by the Grievance Committee. The customer must make all payments for rent and other charges when due. CCHA shall place these moneys in its account and shall not use it for any purpose until a Grievance Hearing is held and a decision is rendered.



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

SECTION 7: APPEAL OF THE DECISION BY THE GRIEVANCE COMMITTEE

If the customer is not satisfied with the decision of the Grievance Committee, the customer may appeal the decision of the Grievance Committee through the appropriate judicial process. Such appeal shall be based upon the record made at the Grievance Hearing unless good cause is shown by the customer for submission of additional



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 895-4370 or 895-4748
FAX 895-4249

TEMPORARY SUB-LEASE POLICY And AGREEMENT For LOW RENT UNITS

The Chippewa Cree Housing Authority recognizes that some of the rental tenants may from time to time need to temporarily leave the Reservation for temporary employment, military service, education or health reasons. The tenants have entered into a legal agreement with the housing authority guaranteeing that they will occupy the rental unit and make the required rent payments. If the tenant is unable to do either of these items, the housing authority has the right to terminate the tenants from the unit.

If the tenant finds it necessary to leave the Reservation temporarily, the tenant can do one of two things;

- (1) The family can permanently leave the program, which means should the family return they would be subject to reapplying for another unit as per the admissions policy and waiting list, or
- (2) If the family does not want to permanently give up their unit, then they can temporarily sub-lease their interest in the unit to another family.

To temporarily sub-lease their unit, the following procedure must be followed:

- (1) A written request must be made to the housing authority Board of Commissioners, asking permission to temporarily sub-lease their rental unit. This must be done before the tenant moves out of the unit. If a tenant desires a particular family to sub-lease their unit, then the tenant should identify the family in the request. Also the tenant should state the period of time he/she expects to sub-lease the unit and the reason for leaving the Reservation.
- (2) The Tenant will be required to provide the Board of Commissioners documents stating the necessity for leaving the Reservation and Sub-leasing their rental unit.
- (3) The Board of Commissioners will approve the Temporary Sub-lease only if they feel the tenant is leaving the Reservation for purpose involving his/her advancement or the advancement of his/her family, and only if it appears to be a temporary absence.

Approvable reason are the following:

- 1 – Military Service, (including reserve programs, must provide military orders)
- 2 – Training apprenticeship or education, (must provide CCHA with location and scheduling)
- 3 – Short-term employment opportunity (must provide a letter from employer) or,
- 4 – Medical treatment.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

- (4) The Board of Commissioners will approve the Temporary Sub-lease only if it finds the new Tenant is eligible for the unit as per admissions/eligibility policy and is likely to be a reliable Tenant.
- (5) The temporary sub-lease agreement must be in written form acceptable to the housing authority and it cannot be for a period longer than one year. It may be renewed, however, with the written approval of the Board of Commissioners.
- (6) The tenant will continue to be responsible for the unit while he/she is gone, and if the temporary tenant does not make the required payment to the housing authority the tenant will have to pay it.
- (7) Should the sub-lessee violate the terms of the lease agreement, the termination process from the rental program will be initiated.
- (8) The tenant must not have any outstanding TAR's or payments due to the housing authority. All payments must be paid in full before the Board of Commissioners can grant permission to the tenant to sub-lease their unit or authorize a temporary tenant to occupy the unit.



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

TEMPORARY SUB-LEASE AGREEMENT

With the approval of the Chippewa Cree Housing Authority, the Tenant

_____ (Tenant name)
agrees to temporarily sub-lease unit # _____, located in _____

Village/Site, in _____ district, to _____
(Temporary Tenant)

The unit is leased for _____ months (not more than 12) starting on _____, 20____, and may be renewed by the Tenant and Temporary Tenant with the approval of the housing authority's Board of Commissioners.

In order to temporarily sub-lease their unit and to permit the Temporary Tenant to occupy the rental unit, the Tenant has complied with all requirements of CCHA's Temporary Sub-lease Policy and has obtained the approval of the Board of Commissioners.

THE TENANT AGREES TO:

- (1) Pay up any debts he/she owes to the Chippewa Cree Housing Authority prior to the effective date of this Agreement.
- (2) Make all rental payments not paid by the Temporary Tenant and be responsible for payment of repair for any damages caused by the Temporary Tenant which he/she may fail to pay.
- (3) Transfer all utilities to the Temporary Tenants name upon move-in.
- (4) Be responsible for the unit should the Temporary Tenant leave before this agreement expires or is terminated.
- (5) Reoccupy the unit at the Termination or Expiration of this Agreement, apply for a renewal of the agreement, or give the unit back by terminating Low Rent Occupancy Lease Agreement signed when given the unit.
- (6) Not to financially profit in any way from this agreement. (Tenant cannot charge Temporary Tenant any supplementary rent) All rental payments must be made to the housing authority.

THE TEMPORARY TENANT AGREES TO:

- (1) Abide by all the Rule and Regulations of the housing authority, including the collection policy.



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

- (2) Make monthly rent payments to the housing authority according to the CCHA payment schedule, which the payment is estimated to be \$ _____, a month.
- (3) Transfer all utilities to the sub-lessee's name and make his/her own utility payments.
- (4) Provide the housing authority with current income statement to determine monthly rental payments.
- (5) Before signing this agreement, a security deposit with the housing authority is due for the amount of \$ _____, which will be used to pay any unpaid rent or damages to the unit other than those caused by normal usage upon move-out.
- (6) Use the premise solely for housing him/herself and the immediate members of his/her family.
- (7) Permit the housing authority to inspect the unit from time to time in accordance to the Low Rent Occupancy Lease Agreement.
- (8) Maintain the unit in a prudent manner.
- (9) Leave the unit when he/she or any members of their immediate family violates this agreement or the housing authority's rules and pay to the housing authority any payments owed, including those resulting from damages to the unit caused by he/she or family members living in the unit.
- (10) Meet all obligations of the Low Rent Occupancy Lease Agreement.

The Chippewa Cree Housing Authority has reserved the right by both parties to enforce the terms of this Temporary Sub-Lease Agreement and the Original Low Rent Occupancy Lease Agreement against either party. The Chippewa Cree Housing Authority may terminate this Temporary Sub-Lease Agreement at any time with three (3) days notice, should it find that either the Tenant or the Temporary Tenant has violated the terms of this agreement.

IN WITNESS WHEREOF, the following parties agree to this Temporary Sub-Lease Agreement by signing their names below on the _____ day of _____, 20__.

TENANT

TEMPORARY TENANT

Notary Signature and Seal

Sworn before me this _____ of _____, 20__

My commission expires: _____



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59321
Phone (406) 896-4370 or 396-4748
FAX 395-4249

The Chippewa Cree Housing Authority Occupancy Department certifies that this unit is clear from any debt owed to the housing authority and that the Tenant is compliance with their Low Rent Occupancy Lease Agreement.

CCHA Occupancy Department

The Chippewa Cree Housing Authority Board of Commissioners approve the Temporary Sub-lease of the above unit as described for the period designated in this agreement, to the aforementioned Tenant and Temporary Tenant at a duly called meeting on _____, 20__.

CCHA Board Chairman

CCHA Board Secretary/Treasurer



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59621
Phone (406) 395-4370 or 395-4748
FAX 395-4249

DWELLING LEASE AGREEMENT

LEASE NUMBER: _____
OF BEDROOMS: _____
OF FAMILY MEMBERS: _____

HEAD OF HOUSEHOLD _____

SPOUSE _____

1. DESCRIPTION OF THE PARTIES AND PREMISES

The Chippewa Cree Housing Authority, hereinafter referred to as the "Authority", does hereby lease, from month to month, unto _____ singly, or combined referred to as the "Tenant", dwelling unit described below, located and under the terms and conditions stated herein:

ADDRESS: _____

UNIT LOCATION: _____ OCCUPANCY DATE: _____

2. DWELLING LEASE VIOLATION

- a. Destruction to the unit or surrounding property,
- b. Verified reports of loud or uncontrolled parties,
- c. Disturbances or harassment to other tenants or the community
- d. Failure to maintain the unit in a clean and sanitary condition,
- e. Failure to recertify income and/or provide accurate family composition information
- f. Junk vehicles not removed from yard,
- g. Un-mowed lawns or un-kept yard,
- h. Animal control violation,
- i. Failure to maintain utilities that result in service disconnection,
- j. Each issued notice to pay delinquent rent or evict within thirty (30) days and then subsequently paid; an or
- k. Failing to comply with a lease condition



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 396-4370 or 395-4748
FAX 395-4249

1. Failure to comply with CCHA policies, such as but not limited to: the Admissions and Eligibility Policy; and 2) the Occupancy Policy
- m. Failing to maintain a drug-free environment while occupying property of the housing authority
- n. Failing to maintain a drug-free environment due to the presence of drugs and/or drug paraphernalia in or around the property of the housing authority

The authority will provide tenants, via U.S. Mail, written notice of any lease violation being alleged. Three (3) or more violations within a thirty-six (36) month period will result in Termination of Lease. (In some cases/violations, Social Service or Law Enforcement Personnel may be contacted)

3. AMOUNT AND DUE DATE OF RENTAL PAYMENTS

The authority shall establish the monthly rent amount in accordance with Section 06. Monthly rent of \$_____ shall be due and payable on the first day each month, beginning with the first day of the _____, 20____. This rent will remain in effect unless adjusted in accordance with the provisions of Section 06. If the lease commences during the month, the Tenant shall pay a prorated share of the monthly rent, before occupying the leased premises. The authority considers rent not received on or before the tenth (10th) day of each month delinquent.

4. SECURITY DEPOSIT

The Tenant agrees to pay two hundred (\$200) dollars to the authority. Tenants must pay the security deposit in full before initial occupancy. The authority shall apply the security deposit at the termination of this lease, towards reimbursement of the cost of repairs for any intentional or negligent damages upon the leased premises caused by the Tenant, his family or guests or third parties. In addition, the authority shall deduct any rent or other charges owed by the Tenant. The authority shall refund the remaining balance to the Tenant. The Tenant shall be assigned two (2) keys for the unit at the time of occupancy. These are to be returned upon termination of tenancy. Tenants also agree not to change the locks on the premises without written approval of the CCHA Executive Director.

5. UTILITIES



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

The Tenant agrees to pay for all electrical service and heating sources. The authority will not pay any outstanding charges to the tenant for any reason. The Tenant agrees to pay all deposits and fees required for utility services. A Notice of Violation will be sent to the Tenant, if utility service is disconnected due to non-payment.

6. CERTIFICATION OF RENT, DWELLING SIZE AND ELIGIBILITY

Upon initial occupancy and at least once each year, as required by the authority, the Tenant agrees to furnish accurate information to the authority as to family income, and family composition for use by the authority in determining the monthly rent amount. The Tenant shall furnish accurate information to the authority regarding family income and composition. The authority shall use such information to determine the appropriate rent amount, dwelling size for Tenant's needs and whether the authority will offer the Tenant continued eligibility for low rent housing. The Authority shall provide the Tenant with a certification to verify and determine rental rates and eligibility, which is hereby made a part of this lease by reference.

- a. Total Tenant Payment. The rent fixed or adjusted rent (pursuant to the above set forth provisions) remains in effect for periods between regular or interim certifications. Change may occur as listed below:
 - i. The Tenant can show a change in his/her circumstances that justifies a reduction in rent;
 - (i) The Tenant commences to receive public assistance or his/her public assistance is terminated. Any such change must be reported to the Authority within ten (10) working days of its occurrence; or
 - (ii) If the Tenant misrepresents, negligently or intentionally, any fact used by the Authority to determine his/her rent. The Authority shall retroactively apply any rent increase due to Tenant's misrepresentation.
- b. If the Authority determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, the Authority may amend this Lease by notice to the Tenant in accordance with Section 10 that the Tenant is required to move to another unit within the area in which he lives, as soon as a unit is available.
- c. If rent adjustment is necessary, the Authority will mail or hand-deliver a "Notice of Rent Adjustment" to the Tenant in accordance with Section 10. In the case of rent decreases, the adjustment will become effective the tenth of the following month. In the case of rent increases, the adjustment will become effective the



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

tenth of the second month, unless the rent results from a finding of misrepresentation under Section 5, A (iii).

- d. Failure to recertify will result in the Tenant being charged the maximum rent until Tenant recertifies as requested.

7. OCCUPANCY OF THE DWELLING UNIT

The dwelling unit is provided to a family

The tenant shall not assign this Lease nor sublet or transfer possession of the unit without prior written approval of the Authority. The Tenant is responsible for all actions of the residents and guests of the unit, including children. The Tenant, members of his household and guests shall comply with all laws affecting the use of occupancy of the premises.

Verified reports of loud or uncontrolled parties will be a violation of this lease.

The Tenant shall not provide accommodations to temporary lodgers or guests or other person not listed upon this lease for more than thirty (30) days without the prior written consent of the Authority. The Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for the Tenant and his/her family.

The tenant agrees to use the parts of the premises in a reasonable manner considering the purposes for which they were designed and intended.

Tenant and guest vehicles shall be parked only in designated parking areas. Vehicles in inoperable condition for over thirty (30) days must be removed from the premises. If the Tenant fails to remove the vehicle at the Authority's request, the Authority will dispose of the vehicle at the Tenant's expense. Charging the Tenant with removal cost of the car and will be a violation of this lease.

08. MAINTENANCE DAMAGE AND REPAIRS

The Tenant shall use reasonable care to keep his dwelling unit in such condition as to prevent health or sanitation problems from arising. The Tenant shall notify the Authority promptly of known needed repairs to his dwelling unit, and of known unsafe conditions in any common area or grounds in the project in which the lease premises are situated, which may lead to damage or injury.

Except for normally wear and tear, the Tenant may not destroy, deface, damage, impair or remove any part of the premises or permit any person to do so. The Tenant agrees to pay reasonable charges for repair caused by intentional or negligent damage to the leased



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

premises. All broken windows and doors (exterior and interior) will be repaired at the expense of the Tenant.

The Authority shall sent Tenant a notice that includes the items damaged, correctional action taken, and the costs of repair. Tenant shall pay such costs within thirty (30) days of receipt of notice. Failure to pay within thirty days will be a violation of this lease and may be terminated.

The Authority will accept Tenant's rent payments regardless of any outstanding charges owed. The Authority may seek additional legal remedies to collect other charges owed. The Tenant shall keep the sidewalk around the leased premises from ice, snow, dirt, and litter. Tenant shall keep the rental unit in a reasonably clean and sanitary condition and the lawn around the said unit watered and mowed at all times necessary.

The Tenant shall deposit all garbage, trash, rubbish in a suitable receptacle approved by the Authority and keep the receptacle in the area provided.

Plumbing, electrical or gas burning equipment shall not be used for any purpose other than for which they are intended. All liquid fuel appliances are prohibited in the dwelling unit. Burning of any kind is prohibited in the home site areas.

Except as above, the Authority shall maintain the building in which the leased premises are located and the common area and grounds surrounding the same in a decent, safe and sanitary condition in conformity with any applicable Chippewa Cree Tribal housing codes and applicable federal laws.

The Authority shall make all necessary repairs, alterations and improvements to the leased premises with reasonable promptness at its own cost and expense, except as otherwise herein provided.

The Authority will repair hazards to life, health, or safety within seventy-two (72) hours. The Authority will offer Tenant temporary alternative housing if repair cannot be made within seventy-two (72) hours if available. The Tenant's rent may be waived during the period of the existence of such hazard, while the Tenant is residing in the hazardous premises. However, rent shall not be waived if the Tenant rejects reasonable alternative temporary accommodations offered to Tenant, and/or the damage is caused by Tenant abuse.

09. INSPECTIONS

At the time the Tenant moves in the Authority shall inspect the leased premises and shall provide the Tenant a written statement of the condition of the dwelling unit and the equipment contained therein. The Tenant and/or his representative shall participate in such inspection. The Tenant shall permit any duly authorized agent, employee or representative of the Authority to enter the leased premises to inspect or examine its condition or to improve or repair as necessary. The Authority shall enter during reasonable hours, after advance notice to the



Chippewa Cree Housing Authority

78 Laredo Road
Box Elder, MT 59521
Phone (406) 896-4870 or 395-4748
FAX 395-4249

Tenant of the date. If the tenant requests repairs or improvements, the Authority shall obtain Tenant's consent before entry.

If repairs or improvements are an emergency, a Tenant may not deny the Authority permission to enter the unit.

10. NOTICE

- a. Any notice required to be provided by this Lease is deemed sufficient provided that the following occurs:
 - i. The Authority shall serve notice to Tenant as follows:
 - ii. Personally delivered to Tenant in writing;
 - iii. Personally delivering notice to any adult member of Tenant's family residing in the dwelling unit; or
 - iv. By mailing such notice, properly addressed to the Tenant (address that Tenant provides to Authority), U.S. Mail, and postage paid.
 - v. The Tenant shall serve notice to the Authority as follows:
 - (i) Personally delivering a written notice to the Authority's main or central office; or
 - (ii) By mailing such notice, properly addressed to the Authority, U.S. Mail, postage paid.

11. TERMINATION OF THIS LEASE

This Lease may be termination by the Tenant at any time by giving fifteen (15) days notice of termination. The Tenant agrees to leave the leased premises in a clean and repaired condition, reasonable wear and tear accepted, and to return all keys to the Authority when Tenant vacates.

The Authority is not responsible for any articles or any personal property left in vacated units.

The Tenant will be considered in possession and charges will continue until such notice is received and keys are turned in.

This lease may be terminated by the Authority at any time by giving written notice as provided for in Section 10 above. Notice must be provided as follows:

- a. Within a reasonable time, but not to exceed thirty (30) days, when the health or safety of other Tenants or Authority employees is threatened;
- b. Thirty (30) days in the case of non-payment of rent, or repeated violation(s) of this lease, and for cause; or



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 896-4370 or 305-4748
FAX 395-4249

- c. The Authority may immediately terminate the lease for:
 - i. Any serious violation of any term or condition of the lease;
 - ii. Repeated violations of the term or conditions of this Lease;
 - iii. Abandonment;
 - iv. Criminal Activity. If tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control engaged in criminal activity, including drug-related criminal activity while the Tenant resides in the Authority's property.
 - (i) (For purposes of this paragraph, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802). The civil standard of proof for "drug-related criminal activity" shall be clear and convincing evidence that the activity has occurred. A specific conviction is not required.)
 - v. Repeated reports from Law Enforcement Officers for loud or uncontrolled parties or the confiscation of Alcohol, Drugs or Drug Paraphernalia.
- d. Other good cause.

12. ABANDONMENT

- a. If a Tenant fails to notify the Authority of any anticipated absence of excess of even (7) days, the Authority may:
 - i. Enter the lease premises as reasonably necessary;
 - ii. Reasonably determine if the Tenant has abandoned the leased premises;
 - iii. Remove and store all abandoned property from the leased premises; and
 - iv. Recover actual damages from the Tenant.
 - v. If the Authority determines that the leased premises are abandoned, the Authority
- b. Shall:
 - i. Stop charging the Tenant rent at the time of lease termination;
 - ii. Determine and compute existing damages; and
 - iii. Rent out the leased premises within a reasonable period of time.

13. GRIEVANCE PROCEDURE

A "grievance" means any formal complaint or dispute, which the Tenant has with respect



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

to the Authority's action or inaction, in accordance with the lease, agreement, contract, or in accordance with the Authority's regulations or policies. Grievances and appeals arising under this lease shall be processed and resolved in accordance with the Grievance Policy set forth by the Board of Commissioners of the Authority, and is hereby incorporated by reference. A copy of the Grievance Policy is posted in and is hereby incorporated by reference. A copy of the Grievance Policy is posted in the lobby of the Authority and is made available, upon request, to anyone who desires to review such policy. The Grievance Policy provides, in part, that the Tenant will:

- a. Be advised of the specific grounds of any proposed adverse action by the Authority.
 - i. Have an opportunity to examine any documents or records or regulations related to the proposed action.
 - ii. Be entitled to ask questions of witnesses and have others make statements on their behalf.
- b. Be entitled to receive a written decision by the Authority on the proposed action.
- c. Be entitled to a hearing on the merits with the Grievance Board.

14. PETS

No more than two (2) house pets are permitted per unit. Dogs must be leashed or fenced in at all times. No pets are allowed to be kept by Tenants in multiple family units, except elderly families in accordance with Federal regulations.

15. LEASE CHANGES/AMENDMENTS

If the Authority is required to or desires to change, amend, add to or delete from provisions herein, in order to have this Lease conform with changes in any applicable rules or laws of the Chippewa Cree Tribe or United States, then the Tenant shall and must consent to such changes, amendments, additions or deletions to this Lease, after the Authority has properly notified the Tenant. If the Tenant refuses to consent to such amendments or lease change, the Authority shall terminate the lease.

This Lease, together with the Federal Privacy Act Statement, Notice to Fraud, CCHA Grievance Policy, and certification of income and family composition and adjustments of rent or dwelling unit thereof, evidences the entire agreement between the Authority



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

and the Tenant. All amendments shall be made in writing, signed and dated by both parties.

IN WITNESS WHEREOF, the parties have agreed to the foregoing lease terms and conditions on this _____ day of _____, 20____.

TENANT

TENANT

Authorized CCHA Representative

GRIEVANCE POLICY



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SECTION 1: PURPOSE

The purpose of this policy is to establish the procedure by which the Chippewa Cree Housing Authority (CCHA) shall insure that all customers utilizing the services of CCHA are given the opportunity to dispute CCHA's action or failure to act, and to receive within a reasonable period of time, a response to the dispute. A copy of the Grievance Policy shall be displayed in CCHA's office and made available to customers upon request.

Applicability – CCHA Grievance Policy shall be applicable to all disputes between customer and all programs under the administration or control of CCHA and is only applicable to disputes regarding the interpretation or implementation of established policy. The Policy shall not be applicable to disputes amount individuals not involving CCHA, and shall not be used as a method of initiating charges in CCHA policy.

SECTION 2: DEFINITIONS

For the purpose of this policy, the following definitions are applicable:

- G. **Grievance** shall mean any formal complaint or dispute which a customer may have with respect to CCHA action, or failure to act, in accordance with the individual lease, agreement, contract or in accordance with any other CCHA regulation or policies.
- H. **Grievance Action** will be those actions that are taken against a customer or individual by the Executive Director or staff. Those actions that are taken in accordance with Federal Statutes and Regulation are not grievable.
- I. **Customer** shall mean any person receiving services from any program under the administration or control of CCHA.
- J. **Customer Request Form** shall mean formal documentation, in written form, of a grievance either using a Customer Request Form or letter signed by the customer. The staff at CCHA will assist customers in preparation of the Customer Request Form as needed.
- K. **Conciliation Meeting** shall mean an informal meeting between the Executive Director of CCHA, or his designee, and the customer in an attempt to resolve a grievance prior to scheduling a Grievance Hearing before a Grievance Committee, made up of staff and other program directors'.
- L. **Grievance Hearing** shall mean a formal presentation to the Grievance Committee on the merits of the appeal



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- a. The request for a Grievance Hearing does not require the customer to resubmit all of the details of the grievance as this information will have been presented in the Customer Request Form previously filed with CCHA.

SECTION 3: DOCUMENTATION

- E. A CCHA Customer Request Form shall be completed and signed by the customer whenever there is a grievance, as the initial step in the grievance process. A letter requesting action and signed by the customer may substitute for a Customer Request Form.
- F. CCHA staff shall keep a record of all formal and informal individual grievances, requests for assistance, or other communication requesting a review of CCHA action or failure to act.
- G. All action taken to respond to an individual grievance shall be recorded with an indication of results achieved and further action required or anticipated.
- H. Any Grievance Hear before the Grievance Committee will be documented in minutes taken, plus any explanatory materials to be entered in the record kept regarding the appeal.

SECTION 4: INFORMAL SETTLEMENT OF GRIEVANCES

- D. The CCHA staff shall make every effort to respond to individual grievances, problems, requests for assistance, requests for action or appeals of decisions so as to avoid the necessity for formal Customer Requests and Grievance Hearing before the Grievance Committee.
- E. If requested, the staff shall assist individuals to document grievances and to complete Customer Request Forms
- F. Staff shall respond to Customer Request Forms within ten (10) working days of receipt.

SECTION 5: GRIEVANCE HEARING

- F. If the customer is not satisfied with the result or findings of the Customer Request Form, a request for a Grievance Hearing before the Grievance Committee can be made. The request must be made within ten (10) working days of receipt of a formal CCHA response to the Customer Request Form. A grievance Hearing may be requested until the customer has filed a Formal Customer Request Form and CCHA has made a response.



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59621
Phone (406) 396-4370 or 396-4748
FAX 396-4249

- G. If a hearing is not requested within the required ten (10) working days, the matter in dispute will not be considered further and the customer will be required to adhere to the action specified in the original Customer Request Form response.
- H. When a request for a Grievance Hearing is received, a hearing will be scheduled at the earliest mutual convenience of CCHA Grievance Committee and the customer.
- I. If the customer requesting the hearing does not appear the matter in dispute will not be considered further. The customer will be required to adhere to the action specified in the original CCHA response to his request.
- J. At a formal Grievance Hearing before the Grievance Committee, the following procedures will be followed:
 - a. The hearing will take place during the Appointment indicated on the correspondence.
 - b. All visitors and guests other than the Executive Director, or designees, staff personnel, and the recording secretary will be requested to leave the meeting room while the hearing is in progress. The customer has the right to be represented by another person of their choice at the hearing.
 - c. There will be an opportunity for both CCHA representative and the customer to make opening statements, present witnesses and documents and asks questions of the other party.
 - d. The format of the hearing shall not imply that the burden of proof is more on one side than the other. The purpose of the hearing is to present all information required in order to allow a decision by the Grievance Committee based on the merits of the grievance.
 - e. The Committee will make a decision on the grievance within five (5) working days of the hearing. CCHA will transmit this decision within that time frame to the customer in writing.
 - f. The decision shall be binding on all parties involved.

SECTION 6: PAYMENTS AND DEPOSIT

Renters' Monthly Payment During Grievance Process

When a grievance involves payment of rent or monthly payments or other charges, the customer may not withhold payment pending a response to a Grievance Hearing by the Grievance Committee. The customer must make all payments for rent and other charges when due. CCHA shall place these moneys in its account and shall not use it for any purpose until a Grievance Hearing is held and a decision is rendered.

SECTION 7: APPEAL OF THE DECISION BY THE GRIEVANCE COMMITTEE



Chippewa Cree Housing Authority

78 Laredo Road
Box Elder, MT 69521
Phone (406) 396-4370 or 396-4748
FAX 306-4249

If the customer is not satisfied with the decision of the Grievance Committee, the customer may appeal the decision of the Grievance Committee through the appropriate judicial process. Such appeal shall be based upon the record made at the Grievance Hearing unless good cause is shown by the customer for submission of additional

PROCUREMENT POLICY



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This policy was established for the Chippewa Cree Housing Authority by Board action on December 16, 1992. The effective date of this statement is December 16, 1992.

This policy was modified on September 3, 2002 and by board action the effective date for this modified statement is September 11, 2002.

This policy was modified on May 15, 2009 and by board action the effective date for this modified statement is June 2, 2009.

This policy was modified on _____ and by board action the effective date for this modified statement is _____.

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Procurement Policy is to provide for the fair and equitable treatment of all persons or firms involved in purchasing by the CCHA; assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available to the CCHA; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that CCHA purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State, Tribal and local Laws.

B. Application

This Procurement Policy applies to all contracts for the procurement of supplies, services, and construction entered into by the CCHA after the effective date of this policy. It shall apply to every expenditure of funds by the CCHA for public purchasing, irrespective of the source of funds, including contracts which do not involve an obligation of funds such as concession contracts). Nothing in this policy, however, shall prevent the CCHA from complying with the terms and conditions of any grant, contract, gift, or bequest that is otherwise consistent with law. The term "Procurement," as used in this statement includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

C. Public Access to Procurement Information

Procurement information shall be a matter of public record to the extent provided in [Freedom of Information Act or similar law, if applicable] and shall be available to the public as provided in that statute.



Chippewa Cree Housing Authority

76 Laredo Road
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II. PROCUREMENT AUTHORITY AND ADMINISTRATION

- A. The Contracting Officer, who shall be the Executive Director or the other individual he or she has authorized in writing shall administer all procurement transactions. The Executive Director shall issue operational procedures (such as a procurement handbook or standard operating procedures) to implement this policy. The Executive Director shall also establish a system of sanctions for violations of the ethical standards described in Section IX below, consistent with Federal or Tribal law.
- B. The Executive Director or his/her designee shall ensure that:
1. Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing;
 2. Contracts and modifications are in writing, clearly specifying the desired supplies, services or construction, and are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price;
 3. For procurements other than small purchases, public notice is given of each upcoming procurement at least 10 days before a solicitation is issued; responses to such notice are honored to the maximum extent practical; a minimum of 30 days for main construction contracts and 15 days for other contracts is provided for preparation and submission of bids or proposals; and notice of contract awards is made available to the public;
 4. Solicitation procedures are conducted in full compliance with Federal standards stated in 24 CFR 85.36 and the Indian preference requirements and methods of procurement at 24 CFR 1000.52 and 25 U.S.C. 450e(b).
 5. An independent cost estimate is prepared before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and cost or price analysis is conducted of the responses received for all procurement;
 6. Contract award is made to the responsive and responsible bidder offering the lowest price, consistent with Indian preference requirements (for sealed bid contracts) or offers the greatest value to the CCHA, considering price, technical, and other factors as specified in the solicitation, including Indian preference (for contracts awarded based on competitive proposals); unsuccessful firms are notified within ten days after contract award;
 7. There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contracts award or modification (including change orders), work is inspected before payment, and payment is made as promptly for contract work performed and accepted in accordance to the contactors' payment policy;



Chippewa Cree Housing Authority

75 Laredo Road
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Phone (406) 305-4370 or 395-4748
FAX 395-4249

8. Procedures for inventory control, storage and protection of goods and supplies, and issuance of, or other disposition of, supplies and equipment are established in accordance with the CCHA Internal Policy.
 9. The CCHA complies with applicable HUD review requirements, as provided in the operational procedures implementing this policy.
- C. This policy and any later changes shall be submitted to the Board of Commissioners for approval. The Board appoints and delegates procurement authority to the Executive Director and is responsible for ensuring that any procurement policies and corresponding policies adopted are appropriate for the CCHA.

III PROCUREMENT METHODS

A. Selection of Method

When satisfying its needs by procurement, the CCHA shall choose one of the following procurement methods based on the nature and anticipated dollar value of the total requirement.

B. Small Purchase Procedures

1. General. Any procurement not exceeding \$100,000 may be conducted in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.
2. Indian Preference. The CCHA shall to the greatest extent feasible provide preference to Indian – owned economic enterprises and Indian organizations and shall, to the extent feasible, maintain and/or refer to lists of qualified Indian supply sources. The CCHA shall require a statement from all contractors agreeing to provide Indian preference in subcontracting, training, and employment, and shall specify the method to be used. The CCHA shall document its efforts in providing preference to Indian – owned economics enterprises or Indian Organizations, CCHA shall document the procurement file with the reasons for the lack of Indian participation.
3. Small purchases of \$5,000 or less. For small purchases below \$5,000, only one quotation need be solicited if the price received is considered reasonable. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than previous source before placing a repeat order.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 396-4370 or 396-4748
FAX 396-4249

4. Small purchases over \$5,000. For small purchases in excess of \$5,000 [or a higher amount up to 10% of the dollar limit in 1 above] but not exceeding \$100,000 [or a lower dollar limit stated in 1 above] no less than three offerors shall be solicited to submit price quotations. These quotes may be obtained orally, by telephone, or in writing. Award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect-engineer contracts. If non price factors are used, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of the offerors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record.
5. Obtaining Quotes. The CCHA shall solicit price quotations by phone, letter, or other informal procedure that allows participation by a reasonable number of competitive sources. When soliciting quotations, the CCHA shall inform the sources solicited of the specific item being procured, the time by which quotations must be submitted, and the information required to be submitted with each quotations. The CCHA shall obtain written quotations; however, the written quotation may be a confirmation of a previous oral quotation only if it is submitted within 10 days of the oral quotation. The names, addresses, and/or telephone numbers of the offers and persons contacted, and the dates and amount of each quotation shall be recorded and maintained as public record.
6. Award.
 - (1) Award based on price. For small purchases awarded based on price and fixed specifications (i.e., not subject to negotiation) the CCHA shall make award to the qualified Indian – owned economic enterprise or organization with the lowest responsive quotation if it is reasonable and no more than 10% higher than the lowest responsive quotation received. If no responsive quotation from a qualified Indian – owned economic enterprise or organization is within 10% of the lowest responsive quotation from any qualified source, than award shall be made to the source with the lowest quotation.
 - (2) Award based on factors other than price. For small purchases to be awarded based on factors other than price, a formal solicitation (request for proposals or request for quotations) shall be issued, including evaluation factors and a rating system to evaluate each proposal or quotation. The solicitation shall identify all evaluation factors, including cost or price. The solicitation shall identify all evaluation factors, including cost or price. The



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

solicitation shall reserve 15% of the total evaluation points for providing Indian preference. Award shall be made to the best proposal or quotation in accordance with the stated rating system.

C. Sealed Bids

1. Conditions for Use. Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction procurement. For professional service contract, sealed bidding should not be used.
2. Solicitation and Receipt of Bids.
 - a. Issuance and amendment. An invitation for bids shall be issued including specification and all contractual terms and conditions applicable to the procurement. Any amendments to the invitation shall be in writing, and if it is necessary to issue an amendment within seven days of the bid opening, the bid opening shall be postponed until at least seven days after the issuance of amendment. The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time - stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.
 - b. Restricting solicitations. The invitation may be restricted to qualified Indian - owned economic enterprises and Indian organizations if the CCHA has a reasonable expectation of receiving the required minimum number of bids from them (see 5a below). The CCHA shall solicit bids from non - Indian as well as Indian - owned economic enterprises and Indian organization if: the CCHA decides not to restrict the solicitation; or, an insufficient number of qualified Indian - owned economic enterprises or organizations submit responsive bids in response to a solicitation; or, a single bid is not accepted.
3. Bid Opening. Bids shall be opened publicly in the presence of at least one witness. An abstract of bids shall be recorded and the bids shall be available for public inspection.



Chippewa Cree Housing Authority

75 Laredo Road
Box Elder, MT 59521
Phone (406) 896-4370 or 895-4748
FAX 395-4249

4. Award. Award shall be made as provided in the invitation for bids by written notice to the successful bidder, as follows:
 - a. Restricted solicitations. If the solicitation is restricted to Indian – owned economic enterprises and organizations, and two or more [or a greater number determined by the CCHA and stated in the invitation] qualified Indian – owned economic enterprises or organization submit responsible bids, awards shall be made to the qualified enterprises or organization with the lowest responsive bid. If equal low bids are received, award shall be made by drawing lots or similar random method. If fewer than the minimum number of qualified Indian – owned economic enterprise or organization submit responsible bids, all bids shall be rejected, and the CCHA shall cancel the solicitation and re - solicit, inviting bid from non – Indian as well as Indian – owned economic enterprises and organizations. The CCHA may accept a single bid received from a responsible bidder, in unusual circumstances, such as if the CCHA determines that, based on a cost or price analysis, the bid price is fair and reasonable, or the CCHA determines that the delay of re – solicit would subject the project to higher construction cost.
5. Mistakes in Bids.
 - a. Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, correction in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.
 - b. All decisions to allow correction or withdraw of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bid prices or other provisions of bids prejudicial to the interest of the CCHA or fair competition shall be permitted.

D. Competitive Proposals



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

1. Conditions for use. Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluation technical proposals and where the CCHA determines that conditions are not appropriate for the use of sealed bidding. An adequate number of qualified sources shall be solicited (normally, at least 3).
2. Solicitation. The request for proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and sub factors, including the weight given to each technical factor and sub factor as needed. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals. The proposals shall be evaluated only on the criteria stated in the request for proposals.
3. Negotiations. In those situations where negotiations are deemed necessary, negotiations shall be conducted with offerors' s who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offers shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise offeror of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of proposal revisions based on negotiations.
4. Award. After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the CCHA provided that the price is within the maximum total contract price established for the specific project or activity. For solicitation restricted to qualified Indian – owned economic enterprises and Indian organization, if two [or a greater number stated in the RFP] such entities submits qualified Indian – owned economic enterprise or Indian organization with the best proposals, provided that the price is within the maximum total price established for the specific project or activity. If fewer than this number of Indian – owned economic enterprise or Indian organizations submits acceptable proposals, the CCHA shall reject all proposals and resolicit without restricting the RFP to qualified Indian – owned economic enterprise and Indian organizations. The CCHA may accept the sole



Chippewa Cree Housing Authority

76 Laredo Road
Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

proposal received, subject to HUD approval, in unusual circumstances, such as when the CCHA determines that the delays caused by resoliciting would cause higher costs, or where the CCHA determines that the proposals has a fair and reasonable price.

6. Architect/Engineer Service

Architect/Engineer service in excess of the small purchase limitation may be obtained by either the competitive proposals method or qualifications – based selection procedures. RFP shall be utilized to obtain architect/engineer services. Under qualification – based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. These procedures shall not be used to purchase other types of service even though architect – engineer firms are potential sources.

E. Noncompetitive Proposals

1. Conditions for use. Procurement shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bid, or competitive proposals, and one of the following applies:

- a. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the CCHA as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, service, or construction such that the need cannot be met through any other procurement shall be limited to those supplies, service, or construction necessary to meet the emergency; or
- b. Only one source of supply is available, and the Contracting Officer so certifies in writing; or
- c. After solicitation of number of sources, competition is determined inadequate; or
- d. HUD specifically authorizes the use of noncompetitive proposals.

2. Justification. Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures. The justification shall be approved in writing by the Contracting Officer.



Chippewa Cree Housing Authority

76 Laredo Road
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FAX 395-4249

1. Price reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in Section E below.

E. Cost and Price Analysis

1. General. A cost or price analysis shall be performed for all procurement action, including contract modification. The degree of analysis shall depend on the facts surrounding each procurement.
2. Submission of Cost of Pricing Information. If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary by the CCHA (e.g., when contracting for professional, consulting, or architect/engineer service) the offeror shall be required to submit:
 - a. A cost breakdown showing projected cost and profit;
 - b. Commercial pricing and sales information, sufficient to enable the CCHA to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
 - c. The Documentation shows that the offered price is set by law or regulation.
3. Cost Analysis. Cost analysis shall be performed if an offer/contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted: a cost analysis shall be performed of the audit the contractors books and records pertinent to such cost; and profit shall be analyzed separately. Cost shall be allowable only to the extent that they are consistent with applicable Federal cost principle. In establishing profit, the CCHA shall consider factors such as the complexity and risk of the work involved the contractor's investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area of similar work.
4. Price Analysis. For competitive procurements in which cost or pricing information is not required of contractors, the housing authority shall perform a comparison of prices received in relation to the independent cost estimate, to ensure that the price being paid is reasonable.

F. Cancellation of Solicitations

1. An invitation before bids, request for proposals, or other solicitation may be cancelled before offers are due if: the CCHA no longer requires the supplies, services or construction; or, the CCHA can no longer



Chippewa Cree Housing Authority

76 Laredo Road
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Phone (406) 395-4370 or 395-4748
FAX 395-4249

2. reasonably expect to fund the procurement; or proposed amendments to the solicitation would be desirable; or similar reasons.
A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, service, or construction are no longer required; or, ambiguous or to otherwise inadequate specifications were part of the solicitation; or, the solicitation or, the solicitation did not provide for consideration of all factors of significance to the CCHA; or, prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds; or, there is reason to believe that bids or proposals may not have been independently arrived in open competition, may have been collusive, or may have been submitted in bad faith; or, a condition or canceling a solicitation and resoliciting, is met; or, for good cause of a similar nature when it is in the best interest of the CCHA.
3. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to an offer's solicited.
4. A notice of cancellation shall be sent to all offer's solicited and, if appropriate, shall explain that they will be given an opportunity to complete on any resolicitation or future procurement of similar items.
5. For solicitation that neither are nor restricted to Indian – owned economics enterprises of Indian organizations, if all otherwise acceptable bids received in response to an invitation for bids are at unreasonable process, or only one bid is received and the price is unreasonable, the CCHA shall cancel the solicitation and either:
 - (i) Resolicit using a request for proposals; or
 - (ii) Complete the procurement by using the competitive proposals method (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method (when only one bid is received an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of the CCHA's intent to negotiate, and each responsible opportunity to negotiate.

G. Cooperative Purchasing

The CCHA may enter into State and Local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall



Chippewa Cree Housing Authority

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FAX 395-4249

specify inspection, acceptance, termination, payment, and other relevant terms and conditions.

H. Contractor Qualification and Duties

1. Contractor Responsibility

Procurement shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract, the CCHA shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the list of parties excluded from Federal Procurement and Nonprocurement programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other CCHA's), and financial, administrative, and technical capabilities to perform contract work of the size and type involved and within the time provided under the contract. If a prospective contractor is found to be nonresponsible, a written determination on nonresponsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

2. Suspension and Debarment

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) when necessary to protect the CCHA in its business dealings. The CCHA may suspend or debar a contractor under State, local or tribal laws, as applicable.

3. Qualified Bidder's Lists

Interested businesses shall be given an opportunity to be included on qualified bidder's lists. Any pre-qualified lists of persons, firms, or products which are used in the procurement of supplies and services shall be kept current and shall include enough qualified sources to ensure competition. Lists of pre-qualified Indians, Indian enterprises, or Indian Organizations may be maintained by the CCHA. Firms shall not be precluded for qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such qualified suppliers.

I. Bonds



Chippewa Cree Housing Authority

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FAX 396-4249

1. Development contracts. In addition to the other requirements of this policy, for construction of development projects, the successful bidder shall be required to submit one of the following forms of assurance, in accordance with the approved method set forth in the solicitation, within 10 days after the prescribed contract forms are presented for signature:
 - a. A performance and payment bond for 100% of the total contract price;
or
 - b. A cash escrow deposited with the CCHA of not less than 20% of the total contract price, that is subject to reduction during the warranty period commensurate with potential risk; or
 - c. An irrevocable letter of credit for 25% of the total contract price, unconditionally payable upon demand of the CCHA, that is subject to reduction during the warranty period commensurate with potential risk.

J. Types of Contracts, Clauses, and Contract Administration

1. Contract Types

Any type of contract (pricing arrangement) which is appropriate to the procurement and which will promote the best interests of the CCHA may be used, provided that the cost – plus – a – percentage – of – cost and percentage of construction cost methods are prohibited. All procurement shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impractical to satisfy the CCHA's needs otherwise, and the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, see HUD Handbook 2210.18). A time and material contracts may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

2. Options

Options for additional quantities or performance periods may be included in contracts, provided that: (i) the option is contained in the solicitation; (ii) the option is a unilateral right of the CCHA; (iii) the contract states a limit on the additional quantities and the overall term of the contract; (iv) the options are evaluated as part of the initial competition; (v) the contract states the period within which the options may be exercised; (vi) the options may be exercised only at the price specified in or reasonably



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determinable from the contract; and (vii) the options may be exercised only if determined to be more advantageous to the CCHA than conducting a new procurement.

3. Contract Clauses

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 24 CFR 85.36(i), such as the following:

1. Termination for convenience
2. Termination for default
3. Equal Employment Opportunity
4. Anti-Kickback Act
5. Davis-Bacon Act or Tribal prevailing wage scale
6. Contract Work Hours and Safety Standards Act
7. Reporting requirements
8. Patent rights
9. Rights in data
10. Examination of records by Comptroller General
11. Retention of records for three years after closeout
12. Clean air and water
13. Energy efficiency standards
14. Bid protests and contract claims
15. Value engineering
16. Payment of funds to influence certain Federal transactions

If all required clauses are not included on HUD forms (e.g., Hud-5370), then the CCHA shall attach any additional clauses to HUD forms used in contract documents. The operational procedures required by section IIA of this Statement shall contain the text required non-collusive affidavits) used by the CCHA. CCHA's shall include the contract clauses and solicitation notices for Indian preference described in this policy.

4. Contract Administration

A contract administration system designed to insure that contractors perform in accordance with their contracts shall be maintained. The operational contain guidelines for inspection of supplies services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters.

IV. APPEALS AND REMEDIES



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A. General

It is the CCHA's policy to resolve all contractual issues informally at the CCHA level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the CCHA level. When appropriate, the CCHA may consider the use of information discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. HUD will only review protests in cases of violation of Federal law or regulations and failure of the CCHA to review a complaint or protest.

B. Bid Protests

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

C. Contract Claims

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to a [higher level in the CCHA, which is the Board of Commissioners.

D. Protest Involving Indian Preference

Complaints arising out of any of the methods of providing for Indian preference shall be handled in accordance with the procedures in 24 CFR 1000.54.

V. ASSISTANCE TO SMALL AND OTHER BUSINESSES

A. Required Effort

The CCHA shall make efforts to ensure that small businesses and individuals or firms located in or owned in substantial part by persons residing in the area of a CCHA project are used when possible. Such efforts shall include, but shall not be limited to:

1. Including such firms, when qualified, on solicitation mailing lists;



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Box Elder, MT 59521
Phone (406) 396-4370 or 396-4748
FAX 396-4249

2. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
4. Establishing delivery schedules, where the requirements permits, which encourage participation by such firms;
5. Using the service and assistance of the Small Business Administration;
6. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the projects area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by person residing in the area of the project, as described in 24 CFR 135, pursuant to Section 3 of the HUD Act of 1968; and
7. Requiring prime contractors, when subcontracting is anticipated to take the steps listed in A.1 through 6 above.

Goals may be established by the CCHA periodically for participation by small businesses and business concerns which are located in, or owned in substantial part by persons residing in the area of the project, in the CCHA's prime contracts and subcontracting opportunities.

B. Definitions

1. A small business is defined as a business, which is; independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the CCHA determines that their use is inappropriate.
2. A business concern located in the area of the project is defined as an individual or firm located within the relevant Section 3 covered project area, as determined pursuant to 24 CFR 135.15 and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the project is defined as a business concern which is 51 percent or more owned by persons residing within the Section 3 covered project, owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged and meeting the definition of the small business above.

C. Indian Preference Requirements

1. General. Projects developed and operated with assistance are subject to Section 7(b) of the Indian Self-Determination Act and Education Assistance Act (25 U.S.C. 450e (b)). Section 7 (b) provides that to the greatest extent feasible, preference shall be given to Indian organizations and Indian -owned



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Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

economic enterprises in the award of all contracts and subcontracts. Where Indian preference is determined not to be feasible, the CCHA shall document the procurement file with the basis for its findings. Indian preference applies not only on-site, on the reservation, or within the CCHA's jurisdiction, but also to contracts with firms that operate outside these areas.

2. Eligibility. Eligibility for Indian preference shall be established in accordance with the procedures in Self-Determination Act, 25 USC 450. If and CCHA or its prime contractor determine an applicant ineligible for Indian preference, the CCHA or prime contractor shall notify the applicant in writing before contract award, or filling the position or providing the desired training.

3. Contract Clauses And Solicitation Notices.

- a. Solicitation shall include the following information:

- (1) a statement of the applicability of Indian preference to the solicitation and a time before the due date for offers by which offers must submit evidence of eligibility for Indian preference;

- (2) any applicable locally imposed preference requirements properly enacted by the tribal governing body and adopted by the CCHA (or advise offers to contact the tribal governing body to determine any applicable preference requirements)

- (3) information as to whether the CCHA maintains lists of Indian-owned economic enterprises and Indian organizations by trade specialty which are available to contractors and subcontractors for use in meeting Indian preference requirements;

- (4) Compliance to TERO ordinance;

- (5) Required to submit certified payroll;

- (6) Liability insurance and workers' compensation and unemployment requirements;

- (7) As required in accordance with HUD form 5370.

- b. Solicitations, contracts, and subcontracts shall include the following:
 - (1) the clause described in 24 CFR 1000.54 implementing Section 7(b) of the Indian Self-Determination and Education



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Phone (406) 395-4370 or 395-4748
FAX 395-4249

Assistance Act in connection with the development or operation of CCHA projects;

(2) the grounds for termination of a contract or the imposition of penalties for improper subcontracting or false certification as to subcontracting with Indian enterprises or organizations; and

c. If all required clauses and provisions are not included on HUD forms (e.g., HUD-5369 and HUD-5370), then the CCHA shall attach any additional clauses or provisions to the HUD forms used in solicitations and contract documents.

4. Monitoring and Remedies. The CCHA shall monitor the implementation of Indian preference in its contracts, subcontracts, training, and employment, and take appropriate remedial action (including cancellation of contracts and assessment for penalties) to ensure completion.

VI. ETHICS IN PUBLIC CONTRACTING

D. General

The CCHA shall adhere to the following code of conduct, consistent with applicable State, tribal, or local law, and shall comply with the limitations imposed by the Annual Contribution Contract (Part Two, Section 515).

E. Conflict Of Interest

No employee, officer, or agent of this CCHA shall participate directly or indirectly in the selection or in the award of administration of any contract if a conflict, real or apparent, would be involved, such conflict would arise when a financial or other interest in a firm selected for award is held by:

1. An employee, officer or agent involved in making the award;
2. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, stepfather, stepmother, stepbrother, stepsister, half brother, and half sister);
3. His/her partner; or,
4. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.



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Phone (406) 395-4370 or 395-4748
FAX 395-4249

F. Gratuities, Kickbacks, And Use Of Confidential Information

CCHA officers, employees, or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

G. Prohibition Against Contingent Fees

Contractors shall not retain a person to solicit or secure a CCHA contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees.



Chippewa Cree Housing Authority

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Phone (406) 395-4370 or 395-4748
FAX 395-4249

ATTACHMENT

In accordance with paragraph III.C.5.b. of this Policy, award shall be made under unrestricted solicitations to the lowest responsive bid from a qualified Indian-owned economic enterprise or organization within the maximum total contract price established for the specific project or activity being solicited, if the bid is no more than "X" higher than the total bid price of the lowest responsible bid from any qualified bidder. The factor "X" is determined as follows:

	X= lesser of:
When the lowest responsive bid Is less than \$100,000	10% of that bid, or \$9,000
When the lowest responsive bid is:	
At least \$100,000 But less than \$200,000	9% of that bid, or \$16,000
At least \$200,000 But less than \$300,000	8% of that bid, or \$21,000
At least \$300,000 But less than \$400,000	7% of that bid, or \$24,000
At least \$400,000 But less than \$500,000	6% of that bid, or \$25,000
At least \$500,000 But less than \$1 Million	5% of that bid, or \$40,000
At least \$1 Million But less than \$2 Million	4% of that bid, or \$60,000
At least \$2 Million But less than \$4 Million	3% of that bid, or \$80,000
At least \$4 Million But less than \$7 Million	2% of that bid, or \$105,000
\$7 Million or more	1% of the lowest responsive bid, with no dollar limit



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Phone (406) 395-4370 or 395-4748
FAX 395-4249

EMERGENCY HOMEOWNER'S REVOLVING ASSISTANCE LOAN **PROGRAM** **(FORMALLY KNOWN AS MEPA LOANS)**

PURPOSE:

The Chippewa Cree Housing Authority proposed to do is to give limited assistance to the individuals that cannot normally afford to repair, replace or otherwise maintain their home in safe, sanitary or habitable conditions without assistance. The Limited Assistance would be one-time a loan of not more than \$5,000 to address Unsafe and/or unsanitary conditions or construction modification for of the unit. The loan would only and can be applied to correct dangerous or emergency type conditions, such as electrical, plumbing, heating and construction safety, or home improvements or modifications. Can be identified as a MEPA loan as the funds that will be used to provide the assistance are dollars from the MEPA accounts from paid off Old Mutual Help Units.

PROGRAM REQUIREMENTS:

1. The unit must be owned by the family applying for the loan.
2. The total family's adjusted income is limited to 80% of the national median income guidelines or less.
2. Must have a valid payback agreement in place.
3. A maximum of \$5,000 can be loaned at one time.



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Phone (406) 395-4370 or 395-4748
FAX 395-4249

4. Assistance will be initiated by application with income verification of the homeowner to the Homeownership Counselor.
5. The CCHA Inspector may be used to verify the need of the assistance.
6. Should the assistance require more than \$5,000 the homeowner will be required to seek additional assistance from other programs such as Rural Development, Easter Seals, Tribal Health, Community College or Tribal HIP.
7. Work may be completed by Contract through CCHA.
8. The family must be in compliance with home payments and must not owe CCHA any outstanding debt.

PROGRAM PROCEDURES:

APPLICATION PROCESS:

1. Application must be submitted to the Homeownership Department.
2. The department will verify if
 - the family is eligible for the assistance, (Elderly or subsequent homeowner)
 - as per income verification, (80% of national median income or less of the adjusted income)
 - Sign off verifying the above request qualifies for assistance.
3. The Applicant must have an improvement plan with estimated costs.
4. Upon receipt of the application from the department, the inspector may verify the work requested and determine verify the cost.
 - Sign off verifying the request is within the \$5,000 limit or if exceeds limit; and the needs for assistance from another program.
5. The department will submit the application for director approval with all required signatures. (homeowners and Inspector)

APPROVAL PROCESS:

1. Upon approval by the Executive Director, the Homeownership department will proceed to obtain signed contract with the homeowner.



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Box Elder, MT 69621
Phone (406) 395-4370 or 395-4748
FAX 395-4249

2. Assist the homeowner advertise for labor if requested.
3. CCHA Inspector will perform inspections.
 - Preliminary per application for assistance.
 - Final inspection for final payment request if requested by homeowner.
5. Should other departments share in the cost;
 - invoice for their share;
 - Show share of cost to Finance Department.
6. A copy of the application, inspection and invoices must be placed in the Homeowners file for future reference.



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EMERGENCY ASSISTANCE APPLICATION

NAME: _____ **UNIT NO#:** _____

PROJECT NUMBER: _____ LOCATION: _____

NUMBER OF FAMILY MEMBERS LIVING IN UNIT: _____ TOTAL FAMILY

EMERGENCY REQUEST: _____

SIGNATURE OF HOMEOWNER: _____

HOME BUYERS COUNSELOR VERIFICATION



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Phone (406) 395-4370 or 395-4748
FAX 395-4249

ELDERLY OR SUBSEQUENT HOMEOWNER YES NO
PAYBACK AGREEMENT IN PLACE YES NO \$_____pymt
INCOME 80% OR LESS OF MEDIAN INCOME YES NO

(Attach income verification to application)

Verified by Counselor Signature: _____

INSPECTOR'S ASSESSMENT

<u>NATURE OF THE EMERGENCY:</u>	<u>COST:</u>

_____	COST: _____
_____	COST: _____
_____	COST: _____

TOTAL COST PER PROJECT: _____

Should the cost be more than \$5,000, what other program will assist with the emergency?



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 Phone (406) 395-4370 or 395-4748
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Improvement: _____ COST: _____

_____ DATE: _____

Inspection and cost verified by CCHA Inspector

RESIDENTIAL APPLICATION

I. PROPERTY INFORMATION:

Property address	
Property location	
Unit number	
Land Description	

II. APPLICANT INFORMATION:

Name	Present Address	# of years @ address
Social Security number	Age of Applicant	Marital Status
No. of Dependents	Ages	Home/work phone Number
Employee	Annual Salary	Years or months of Employed
Rent or own home	Number of years residency	Location



Chippewa Cree Housing Authority

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 Box Elder, MT 59521
 Phone (406) 395-4370 or 395-4748
 FAX 395-4249

Tribal Enrollment number	With what Tribe	Location

III. MONTHLY INCOME & EXPENSES (Debt ratio cannot exceed 40%)

Adjusted monthly income	Applicant/Spouse	Monthly Expenses	Applicant/Spouse
Base Income		Rent/Mortgage	
Overtime		Vehicle(s)	
Bonuses		Insurance	
Other Income		Credit Card(s)	
		Loan(s)	
TOTAL INCOME		TOTAL EXPENSE	

Expense/Income = TOTAL DEBT RATIO _____

MEDIAN INCOME for family size _____ /family _____ % of median income (total income not exceed 100% of median income)



Chippewa Cree Housing Authority

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Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

AUTHORIZATION TO RELEASE INFORMATION

TO: _____

RE: _____

I have applied to purchase a unit from the Chippewa Cree Housing Authority (CCHA). As part of the process, CCHA may verify information contained in my request for assistance and in other documents required in connection with the request.

I authorize you to provide CCHA for verification purposes the following applicable information:

- Past and present employment or income records
- Bank accounts, stock holdings and any other asset balances
- Past and present landlord references
- Other consumer credit references

If request is for a loan or grant, I further authorize CCHA to order a consumer credit report and verify other credit information.

I understand that under the Right to Financial Privacy Act of 1978, 12 U.S.C 3401, et seq., CCHA is authorized to access my financial records held by financial institutions in connection with the consideration or administration of assistance to me. I also understand that financial records involving my loan and loan application will be available by CCHA to another Government agency or department or used for another purpose without my consent except as required or permitted by law.

The information CCHA obtains is only to be used in the processing of my request for assistance.



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Phone (406) 395-4370 or 395-4748
FAX 395-4249

A copy of this authorization may be accepted as an original.

Your prompt reply is appreciated.

SIGNATURE

DATE



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MEMORANDUM OF AGREEMENT

WITH

The Chippewa Cree Housing Authority

AND

The Chippewa Cree Housing Authority's Emergency Assistance Loan program is designed to assist families in rehabbing their existing unit. Through the CCHA Financial Assistance Program _____ has been approved for assistance of \$ _____

This MOA will alleviate any misunderstanding and set the requirements of this agreement. Both parties will sign the agreement showing approval of the requirements listed.

Both parties agree:

1. The Emergency Assistance Homeowner's Revolving Assistance Loan Program is a conditional loan program that will be re-paid.
 - This Memorandum of Agreement will be recorded with the Occupancy Office that will expire in 5 years.
 - A payment agreement for \$ _____ plus your regular house payment will be assessed each month until paid in full.
 - Please provide a copy of your signed payroll deduction to CCHA.
2. The recipient is the primary homeowner and will be living in the unit.
3. The certification of the family's income of 80% of median income or lower.
4. The recipient certified environmental has been completed on the property prior to construction.



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Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

5. The recipient certified home site lease is in place and recorded with the Tribal Realty Officer.
6. The assistance given is a one-time offer and the homeowner will not be eligible for any other CCHA assistance program.
7. Should the recipient default with the existing Mutual Help and Occupancy Agreement (MHOA) and CCHA.
 - CCHA will step-in prior to the 5-year conditional loan expiration period and terminate the MHOA agreement to protect CCHA's assistance interests and not to the cure the default.
 - The MHOA/Contract was signed when the families moved into the home prior to NAHASDA. Default and Termination to that contract are described in the Homebuyers contract and the Occupancy Policy set by CCHA for Mutual Help Units.
8. Any and all construction contracts and down payment assistance will be with the recipient and CCHA
 - CCHA will not be responsible to pay any sub-contract entered into with the recipient.
 - All sub-contracts and down-payments must be paid in full by the recipient.— should the recipient fail in payments to sub-contractor or make the down-payment, the assistance will be required to be repaid to CCHA in full. Should there be a default by the recipient, the recipient will not be eligible to participate in any other programs offered by CCHA for 10 years.
9. The recipient will be responsible for maintenance and repairs to the unit or property
 - A copy of the insurance premium and renewals will be given to CCHA as proof of insurance and kept in the recipient's file

FOR THE RECIPIENTS REQUESTING MORE THAN \$5,000 IN ASSISTANCE

10. The recipient will carry insurance on the property/unit throughout the 5-year



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Phone (406) 395-4370 or 395-4748
FAX 395-4249

conditional grant period and list CCHA as a lien holder.

- A copy of the insurance premium and renewals will be given to CCHA as proof of insurance and kept in the recipient's file.

Both parties have read and understand the Memorandum of Agreement. The recipient agrees to the terms set forth in this MOA by signing his/her name. The Chippewa Cree Housing Authority agrees to the terms set forth in this MOA and certifies the signature of the recipient by signing this document.

Chippewa Cree Housing Authority Chairman
or Executive Director

Recipient

Date of Signature

Date of Signature



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CCHA BOARD APPROVAL DATE: _____



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CHIPPEWA CREE HOUSING AUTHORITY MAINTENANCE POLICY

SECTION I: PURPOSE AND OBJECTIVES

To describe the responsibilities of the Chippewa Cree Housing Authority, tenants, and home buyers in assuring that housing units are well maintained so that decent, safe, and sanitary housing can continue to be provided and maintained for the members of the Rocky Boy Indian Community.

SECTION II: DEFINITIONS

1. Authority" means the Chippewa Cree Housing Authority
2. Tenant" means any person renting any type of housing managed by the Authority on a month-to-month basis.
3. Home buyer" means any person or persons purchasing a Mutual Help or Lease of Own homes.
4. Family" or "Residents" means any tenant or home buyer.
5. Public Housing" means any housing under the jurisdiction of the Chippewa Cree Housing Authority that was obtained through the Department of Housing and Urban Development (HUD) and the Native American Housing and Self -Determination Act (NAHASDA).
6. Maintenance" means all keep-up, repairs, renovating and replacement to the interior, exterior, equipment and grounds of the housing units owned, managed by or under the jurisdiction of the Housing Authority. Maintenance can include the repair of normal wear and tear, any damages or deterioration cause by and source and also includes all efforts to prevent damages.

SECTION III: RENTAL HOUSING

1. Tenant Responsibilities:

The tenant is required, per his/her signed Lease Agreement, to maintain his dwelling unit

And yard in a decent, safe and sanitary condition and shall not by his actions or negligence damage the property. The tenant shall also be required to make every possible effort to prevent negligent actions by visitors which could result in damage or destruction to his dwelling,



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Box Elder, MT 59521
Phone (406) 395-4370 or 395-4748
FAX 395-4249

equipment or grounds. The tenant will be held responsible for any damage or destruction cause by visitors and third parties. The tenant will keep the interior and exterior of the house clean and sanitary at all times. The tenant shall water and cut the grass and care for the planted areas as needed. The tenant will not park or drive any car or truck of any type on the grass or planted areas.

2. Failure to Maintain Unit:

- A. Failure of a tenant to maintain his unit in a decent, safe and sanitary condition constitutes a breach of his lease.
- B. Upon determination by the Authority that a breach of the lease has occurred, the Authority will require the tenant to take appropriate remedial action and assure future compliance with the Lease Agreement.
- C. If the problem is not remedied within the required time period set by the Authority, the Authority will take the necessary action to correct the problem and charge the tenant for the actual costs, incurred by the Authority. The time period will be not more than seven (7) days.
- D. Repeated failure to maintain, and/or repeated damage to the unit and/or grounds is cause for termination of the lease and eviction of the tenant.

3. Move-In Inspections:

Before moving into a rental unit, the leasee shall participate in a move-in inspection with a member of the Authority staff. The current conditions of the unit will be documented on an inspection report both parties will sign the report. Pictures will be taken prior to any move in and filed in Occupancy and Maintenance files.

4. Reporting Damage and/or Maintenance Needs:

After moving into a unit the tenant is required to report promptly all maintenance and repairs needed to the Authority. In the case of damage by others, such as break-in, it must be reported to and investigated by the police, the tenant will be held responsible for the repair of the damage; it will be the tenant's responsibility to seek restitution for the repairs and housing property damaged through a court of law.

5. Maintenance Work:

All maintenance work or rental housing will be completed by the Authority as follows:

- A. Maintenance work will not be started without a work order.



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Phone (406) 396-4370 or 396-4748
FAX 396-4249

- B. All Work Orders shall be processed and the work performed under a priority system.
- a. First Priority: "Emergency - 12 Hours" where the health and/or safety of the family of the housing unit are threatened, such as but not limited to furnace, water heater, sewer, electrical and gas leaks.
 - b. Second Priority: "Urgent - 24 Hours" where additional damage may occur to the unit, such as but not limited to windows, doors and other structural components.
 - c. Third Priority: "Routine - One Week" - Non-emergency maintenance and repair work reported by tenants.
 - d. Fourth Priority: "Refurbishment of vacated units".
 - e. Fifth Priority: "Preventive Maintenance" - Regular inspections of units.
- C. The Authority staff will be allowed to enter any unit to make emergency repairs.
- D. The Authority will provide reasonable notice prior to scheduling "Routine" work and may require that a member of the household be present or special permission to enter the unit may be provided by the tenant.
- E. All maintenance work which is the result of normal wear and tear shall be completed at the Authorities expense.
- F. All maintenance work which is the result of tenant abuse, neglect or carelessness will be completed at the tenant's expense. All broken windows, storm windows, broken doors, door frames, holes in doors and walls, etc, will be replaced at the tenant's expense. Charge for this type of maintenance will be based on a standard labor rate for each type of repair, plus the cost of parts, travel and materials and overhead.
- G. Work Orders will be prepared for each maintenance job. All Work Orders will be signed by the tenant upon completion of work, and not before the work has begun.
- H. Tenant charges for property abuse will be collected according to the Dwelling Lease Agreement and the Rent and Payment Collection Policies and Procedures of the Authority.
- I. The Authority shall provide 24 Hour-A-Day emergency service. These services may be requested when there is a threat to the health and/or safety of the tenants or serious damage to the *unit*.
- J. If a tenant calls for emergency service during non-regular hours of the Maintenance Department, and the Authority finds that it was not an emergency, the tenant will be billed for the time and travel of the maintenance worker(s) responding to the call.
6. Inspection:



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Inspection of each unit shall be scheduled for not less than once every two-year.

- A. The Authority will provide reasonable notice, if possible, prior to performing an inspection. The tenant must allow access to all parts of the unit at the schedule time of inspection, but tenant is not required to be present.
- B. A copy of the findings will be given to the tenant. A copy is to be filed in the tenants file and maintenance file for that unit.

7. Routine Maintenance:

The Authority shall provide the following routine maintenance services to all rental units:

- A. Provide furnace filters to the tenant pr replacement at least once a month. Should the furnace need repairs a work order is required before the maintenance department will respond.
- B. Inspection and repair of toilets, faucets, traps and other plumbing should need be at the time of the inspection.
- C. Inspection of stoves and refrigerators once a year for the recording of inventory.
- D. Inspection of smoke alarms and fire extinguishers once a year for the recording o inventory.
- E. Inspection of interior walls and doors during regular inspection.
- F. Inspection of exterior of unit during regular inspection.
- G. Inspection of yard and planted area on regular basis as time permits.

8. Move-Out Inspection and Charges:

- A. The Authority, along with tenant, will conduct a move-out inspection of the unit immediately upon vacancy of the unit by the tenant.
- B. A complete list a damages due to tenant abuse, neglect, and carelessness will be prepared and repair work fur such items, shall be charged to the vacating tenant. All work due to normal wear shall not be charged to the tenant.
- C. Charges to vacating tenant will be based on standard labor charges plus the cost of travel, parts and material. All charges will be assessed against the tenants' security deposit. Any amount over and above the security deposit shall be billed to the vacating tenant collected accordingly.

9. Maintenance after Move-Out:



Chippewa Cree Housing Authority

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FAX 895-4249

The Authority will make all required repairs, replacements and improvements to the unit being vacated. All unit deficiencies will be corrected prior to the occupancy by a new tenant. Pictures will be taken prior to move out and filed into Occupancy and Maintenance files.

SECTION IV: MUTUAL HELP HOUSING:

1. A Home-buyer shall make all repairs, replacements and improvements to the unit being vacated in accordance with the Mutual Help and Occupancy Agreement or home-buyer agreement.
 - A. The home buyer shall be responsible for maintenance of the home including all repairs and replacements (including repairs and replacement necessitated by damage from any cause).
 - B. The home buyer is required to keep the interior and exterior of the house in a decent, safe and sanitary condition and shall not by his actions or negligence cause the deterioration of the property.
 - C. The home buyer is responsible for all the maintenance to his dwelling unit, utilities, grounds, right of way and easements. The home buyer will be responsible for paying for all costs incurred in doing the maintenance work or having it done by others.
 - D. The Housing Authority will not be obligated to pay for or to provide any maintenance of the home other than the correction of warranty items reported during applicable warranty period.
2. Termination of the MHO Agreement

Repeated failure of the homebuyer to maintain the house and grounds in a decent, safe and sanitary condition and non-payment of home-payments may be considered cause for termination of the MHO Agreement and eviction of the home buyer.

3. Move-In-Inspection

Before moving into a Mutual Help Unit, the home buyer executing the MHO Agreement shall participate in a move-in inspection with a member of the Authority staff. The current conditions of the unit will be documented on an inspection report and both parties shall sign the report. The various features and how to take care of the unit will be explained to the home buyer at this time. Manufactures Warranties and equipment information will be provided during the inspection. Pictures will be taken prior to any move in and filed in Occupancy and Maintenance files.

4. Home Care Training and Assistance



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Before occupancy and during occupancy the home buyer is required to participate in the Resident Training and Counseling Program which will provide the home buyer training in home care and maintenance, and information on how to complete maintenance and where to obtain services and materials.

5. Authority Maintenance on Mutual Help Units

The home buyer is required to provide all maintenance and cost of the maintenance to his house and property. However, under certain conditions the Authority may provide maintenance services to the home buyers, under the following conditions:

- A. The Mutual Help house must still be in CCHA inventory (CAS).
- B. Maintenance services will not be provided if the home buyer has made no effort to pay previous maintenance bills and his monthly house payments are not up to date.
- C. Maintenance services to the home buyer shall be billed based on the standard labor charges, plus the cost of parts, travel, materials and overhead;
- D. If however; the elderly will not be charged for the labor, travel and overhead but must provide their own materials needed once maintenance determines that the work is detrimental to the health and safety of the elderly family.
- E. Authority maintenance charges to home buyers shall be collected according to the Rent and Payment Collection Policies and Procedures of the Authority.

6. Inspections

The Authority may schedule an inspection of Mutual Help Unit that is considered Current Assisted Stock (CAS) by the funding agency. The Authority shall provide reasonable notice to the home buyer prior to the inspection of the unit. Home buyers shall allow access to all parts of the unit, but the home buyers are not required to be present.

7. Use of Home Buyers Equity

Monies in a home buyers equity account may be borrowed for maintenance with prior written approval of the Authority. The amount used will be considered a loan to be repaid.



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8. Structural Changes

The home buyer must obtain the written approval of the Authority Board prior to making any structural changes to his house. The changes are at the homebuyer's expense. If the square footage of living space is increased or decreased notice must be given to the Insurance Company to re-evaluate replacement cost of the unit. If no notice is given to CCHA with the changes the home buyer may not receive adequate coverage should the unit need replacement.

SECTION V: GENERAL MAINTENANCE REQUIREMENTS

1. Work Orders

- A. No maintenance work shall be done without a work order which will be numbered in sequence.
- B. Work Orders for maintenance shall be received at the Authority's office only and may not be given to individual members of the maintenance staff.
- C. The Clerk will take the order and will complete a Work Order and process it according to the priority of service requested.
- D. Completed work orders will be returned to the Maintenance Supervisor or his/her designate and checked to see that they were filled out correctly, the number of man, hours expended, materials used, the total cost, and to determine if the work is considered normal wear and tear or abuse.
- E. A statement of all charges to home buyers, renters, equity and maintenance budget will be forwarded to finance and occupancy to be recorded in CCHA financial.

2. Preventive Maintenance

- A. Based on the analysis of new construction and inspections of units, preventive and/or routine maintenance will be provided to minimize the need for costly maintenance at some future time. CCHA will annually plan the service schedule for furnaces, water heaters, water/gas line inspections, fire extinguishers, smoke alarms, refrigerators and appliances, weatherization items, or corrections to the dwelling units or grounds. Preventive maintenance will be a part of the routine maintenance scheduling.
- B. CCHA shall maintain an inventory of all non-expandable equipment and all inventory and maintenance services will be recorded.
- C. CCHA shall establish an annual maintenance management plan. The plan shall include routine maintenance for rental unit, mutual help housing, and home buyer's unit. The plan shall also include, but not limited to, various phases of construction of new units including schematic review, emergency standby of maintenance staff, landscaping and



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ground maintenance, pest control services, sanitation, pets and animal control, non-routine maintenance, and move-in and move-out inspection. The plan shall be provided to the clients of CCHA for their knowledge.

3. Procurement

Procurement of all maintenance equipment and material shall be made according to the Procurement policies of the authority.

4. Records of all inspections, work orders, warranty work, etc, shall be kept in each homebuyers and tenants file. In addition, a complete and separate file of completed work orders shall be maintained and filed by the maintenance supervisor.



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Contractor Payment Policy

POLICY STATEMENT

This policy applies to **ALL** contracted workers, firms and all other entities doing business with the CCHA. All such persons and entities are "independent contractors" in the full legal meaning of that term, and not employees.

1. CCHA hereby declares an arm's length business relationship with all persons and entities not hired as employees.
2. Any and all contracted work will be initiated and governed by a written contract signed and dated by the Department Manager, Executive Director and contractor. The CCHA is not responsible for reimbursing any costs incurred by a contractor prior to the signing of a written contract.
3. The contract will describe the work to be performed, the specific project to be worked on, the timing of required quality control inspections by CCHA staff, the completion deadline and any other requirements or restrictions.
4. The contractor is responsible for notifying the CCHA in writing three (3) working days before beginning work and two (2) working days prior to being ready for any required inspection. In the case of no notification, the CCHA may require any and all work to be exposed at the contractor's expense so proper inspections may be performed.
5. The contractor is responsible for providing all bonds, insurances, business licenses and TERO documents prior to beginning work on contracts.
6. Any national or state health and safety codes and national building or construction codes relevant to the work are hereby prescribed as part of all contracts unless specifically excluded by contract language. It is the contractor's responsibility to be knowledgeable of all-applicable laws and codes. Work not meeting the



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specified quality standards will not be paid for and will have to be redone properly at the contractor's expense.

7. Payment for work performed satisfactorily will only be made after completion and final sign off by the CCHA Inspector. If progress payments are specified in the contract, this will apply to each phase. An invoice is to be submitted by the contractor to CCHA's Contracting Officer after final sign off by the CCHA Inspector.
 - a. Payment will be made by check within 5 days of CCHA's receiving the invoice because CCHA needs time to draw down those funds from the Grants' LOCC's System first, per Federal requirements. Payments will be made only to the contractor, not to suppliers, subcontractors or employees.
 - b. It is the contractor's responsibility to conduct his/her financial and business affairs in such a way as to be able to wait those 5 days and to pay all business obligations. Any other payment method must be specified in the contract. Twenty percent (20%) will be deducted for all payments and loans made to the CCHA or Chippewa Cree Tribe if such debt is owed.

CONTRACT NO: _____ CONTRACTOR: _____

Contracting Officer: _____ Date: _____

