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**Fiscal Policies and Procedures Manual**

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## **MISSION STATEMENT**

**The mission of the Karuk Tribe is to promote the general welfare of all Karuk People, to establish equality and justice for our Tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance.**

## **ORGANIZATION**

The Karuk Tribe is one of the largest Indian Tribal governments in Northern California. The Karuk Tribal community covers all of Siskiyou County and Eastern Humboldt County from the Siskiyou County/Oregon border to Bluff Creek, encompassing approximately 4000 miles. The service area has been divided accordingly, because the traditional land boundaries of the Karuk Tribe once included over one million acres of sacred grounds, hunting areas, and Indian communities along the Klamath and Salmon Rivers. The Karuk Tribe is a federally recognized Indian Tribe whose constitution was formally adopted by its members on April 17, 1985. Services provided by the Tribe include general government, education and a variety of social and health services.

## **INTRODUCTION**

This Fiscal Policy Manual contains information about the accounting policies and procedures of the Karuk Tribe.

The policies set forth in this Fiscal Policy Manual replace any and all previous fiscal and accounting policy statements, whether written or oral. No such prior fiscal or accounting policies or procedures shall have any force or effect after the effective date of this Manual.

## **REVISIONS**

The Karuk Tribe reserves the right to revise, modify, delete, or add to any and all fiscal policies and procedures stated in the Manual.

Revisions, additions, or deletions to this manual will be in writing and will only be made with approval from the Karuk Tribal Council. Revisions must be signed by the Tribal Chairperson.

## STATEMENT OF PURPOSE

The primary objective of establishing fiscal policies and procedures is to promote the accurate recording and timely reporting of all financial transactions completed in order to meet the objectives of the Karuk Tribe. Included in the objective is compliance with all federal and state rules, regulations and procedures governing each grant or source of funding.

The objective will be met by requiring that all financial transactions be conducted in accordance with policies and procedures prescribed in this manual. Unless statutory law requires otherwise, the underlying intent of structuring the fiscal administration herein is to adhere to Generally Accepted Accounting Principles (GAAP).

The results of an organization's financial activities are reflected in its financial statements. The readers and users of a financial statement, of financial reports, rely upon the integrity of the information for decision making purposes. Reliance on such information provided is important to the Tribal Council, Staff, Grantors, Federal, State, & Municipal Governments, Bankers, and Creditors.

This manual is designed to provide the vehicle to control funds received from all sources, Federal, State, or Private. Grant accounting may be subjected to rigid legal requirements and restrictions. In applying for funds, the applicant organization agrees to administer the project in accordance with governing regulations and policies in effect at the time of the awards. The organization assumes the legal responsibility for fiscal and administrative management and fulfillment of any special conditions which may be prescribed for the project. The organization is responsible for performing the agreed upon project and for using the funds prudently for the purpose set forth in its agreement with the agency.

Since confidentiality is of the utmost importance in financial matters it is important that everyone in the office refrain from discussing matters pertaining to the organization with anyone other than the management.

## DEFINITIONS

**ACCOUNT NUMBER:** A group of numbers used to identify the fund, department, and description of an account. For example, 1020-20-7300.00 is broken down as follows: 1020 = indirect cost fund, 20 = finance department and 7300.00 = travel. See section 2.0.

**ALLOWABLE COSTS:** OMB Super Circular defines allowable costs as follows:  
To be allowable under an award, cost must meet the following general criteria:

- Be reasonable for the performance of the award and be allocable thereto under these principles.
- Conform to any limitations or exclusions set forth in these principles or in the award as to types or amount of cost items.
- Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization.
- Be accorded consistent treatment.
- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or a prior period.
- Be adequately documented.

**ASSET:** A valuable item that is owned. A future economic benefit obtained or controlled by a particular entity as a result of past transactions or events. Examples include cash and accounts receivable.

**APPROPRIATION:** Funds set aside for a specific purpose.

**BALANCE SHEET:** A statement of the assets, liabilities, and fund balance as of a specified date. Total Assets equal total liabilities plus fund balance.

**BUDGET:** An itemized summary of probable income and expenditures for a given period.

**CAPITAL PROJECT FUNDS:** The funds to account for financial resources to be used for the acquisition or construction of major capital facilities.

**CHART OF ACCOUNTS:** A list of all account numbers used by an organization to record activity into the general ledger.

**COLLUSION:** Where two or more persons secretly operate together to gain an unfair advantage over others for personal gain.

**CONTRACT:** A legally enforceable agreement with a party for a specified amount of valid consideration to be paid to that party for a specific deliverable(s) outlined in a scope of work. The Karuk Tribe uses the “Agreement for Independent Contractor Services” dated November 20, 2014.

**CONTRACTING OFFICER:** The official representative, authorized by virtue of their position, or Council designation, to perform the function of administering a contract on behalf of the Karuk Tribe.

**CREDIT:** The right side of an account.

**DEBIT:** The left side of an account.

**DEBT SERVICE FUNDS:** Account for the accumulation of resources for, and the retirement of, general long-term debt principal and interest.

**DEFERRED COMPENSATION FUND:** The fund used to account for assets held for employees in accordance with the provisions of Internal Revenue Code Section 457.

**DEFERRED REVENUE:** Revenue that is not yet recognized.

**DIRECT COST:** Costs which can be specifically identified with a particular cost objective.

**DISBURSEMENT:** Funds paid out.

**DISCRETIONARY FUNDS:** All un-restricted fund expenditures require Tribal Council approval.

**ENTERPRISE FUNDS:** Account for the operations financed and operated in a manner similar to private business enterprises.

**ENCUMBRANCE:** Commitments related to unperformed contracts for goods or services. Used in budgeting, encumbrances are not GAAP expenditures or liabilities, but represent the estimated amount of assets reserved for outstanding purchase orders.

**EXECUTIVE COUNCIL:** Chairman, Vice- Chairman or Secretary/Treasurer.

**EXPENSE:** Decrease in financial resources.

**FIDUCIARY FUNDS:** Funds to account for assets held by a governmental unit in a trustee capacity.

**FIXED ASSET:** A single tangible item valued at \$10,000 or more with a useful life longer than one year is classified as a fixed asset. The fixed asset inventory listing may also include items of a lesser value which are subject to pilferage such as computers. Examples of fixed assets include buildings, equipment, and vehicles.

**FRINGE BENEFIT:** An employee benefit given in addition to one's wages or salary. Examples include health insurance and retirement.

**FUND:** A fiscal and accounting entity with a self-balancing set of accounts which is segregated for the purpose of tracking specific activities in accordance with special regulations or restrictions.

**FUND BALANCE:** The difference between the assets and liabilities of a governmental fund.

**GENERALLY ACCEPTED ACCOUNTING PRINCIPLES:** Rules of accounting established by experienced professional accountants and bodies such as the financial accounting standards board.

**GENERAL FIXED ASSETS:** Capital assets are not assets of any fund, but of the government unit as a whole. Most often these assets arise from the expenditures of the financial resources of governmental funds.

**GENERAL FIXED ASSETS ACCOUNT GROUP:** Fixed assets not recorded in a proprietary fund are reported in a fund called the general fixed assets account group.

**GENERAL FUND:** Accounts for all financial resources except those required to be accounted for in another fund.

**GENERAL LEDGER:** A record of monetary transactions of an organization posted in the form of debits and credits.

**GENERAL LONG-TERM DEBT ACCOUNT GROUP:** This fund is used to account for a government's long-term indebtedness that has not been identified as a specific fund liability of a proprietary or trust fund.

**GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB):** The board which is the authority for establishing governmental accounting standards.

**GOVERNMENTAL FUNDS:** The funds through which most governmental functions are typically financed.

**GRANT:** Any agreement, memorandum of agreement, contract or grant agreement or award that provides funding to the Karuk Tribe or its entities to perform a specific project. Grants may be provided to the Tribe or its entities by the State, Federal Government, a Business, an Organization, Foundation, or Individual.

**INDIRECT COST:** Costs incurred for a common or joint purpose benefiting more than one cost objective. Assigning these costs to more than one objective requires an effort that is disproportionate to the results achieved. Examples of indirect costs include fiscal department staff and electricity for the administration building.

**INTERNAL SERVICE FUNDS:** The funds to account for the financing of goods or services provided by one department to other governmental units.

**JOURNAL ENTRY:** A two-sided entry consisting of a debit and a credit used to record information into the general ledger.

**LIABILITY:** Obligations of an entity. An example is accounts payable.

**MEMORANDUM OF AGREEMENT (MOA):** A document written between two or more parties to cooperatively work together on an agreed upon project or goal, the MOA will contain specific language regarding the responsibilities of each party and the benefits for each party. There is a list of binding terms and it usually has an obligation of funds specified for the project or objective.

**MEMORANDUM OF UNDERSTANDING (MOU):** A document written between two or more parties that indicates a common line of action. It is used in cases where the parties do not wish to have a legal commitment or in situations where the parties cannot create a legally enforceable agreement. An MOU is a common synonym for a Letter of Intent and may be used to define relationships between departments or agencies.

PAYEE: One to whom money is to be paid.

POST: To record an item in the general ledger.

PROPRIETARY FUNDS: The funds used to account for governmental activities that are similar to for profit business operations in the private sector.

REASONABLE COSTS: OMB Super Circular defines reasonable costs as follows: A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost, consideration shall be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.
- The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, federal and state laws and regulations, and terms and conditions of the award.
- Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the government.
- Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

RESERVED FUND BALANCE: Those portions of fund balance not appropriate for expenditures or that are legally segregated for a specific future use.

REVENUE: Increase in financial resources.

SPECIAL REVENUE FUNDS: Funds to accounts for specific revenue sources that are restricted legally to be expended for specific purposes.

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE: A financial statement which shows revenue, expenditures, and changes in fund balance during a specified period of time.

TRIAL BALANCE: A list of the balances of the accounts in a ledger fund by double entry, with the debit and credit balances shown in separate columns. The totals of the debits and credits must be equal for the trial balance to balance.

UNALLOWABLE COSTS: The following costs are unallowable under OMB Super Circular:

- Alcoholic beverages
- Bad debts

- Contingencies
- Contributions and donations
- Entertainment
- Fines and penalties
- Fund raising
- Interest and other financing costs except where authorized under the circular
- Legislative expenses
- Lobbying expenses
- Under-recovery of costs of other grants or agreements
- Gifts and awards not associated with essential work functions to any Councilmember, Commission, Committee, Board, or Judicial Officer of the Tribe

**Other costs not listed may also be unallowable.**

## **SECTION 1.0 - METHOD OF ACCOUNTING**

As a governmental entity the Karuk Tribe is required to follow Generally Accepted Accounting Principles (GAAP) as endorsed by the Governmental Accounting Standards Board (GASB). The following five basic principles of governmental accounting will be followed by the Karuk Tribe:

### **1.1 Accounting and Reporting Capabilities**

A governmental accounting system must make it possible to present fairly and with full disclosure the financial position and results of operations of the funds and account groups of the governmental unit in conformity with GAAP and to demonstrate compliance with legal and contractual provisions.

### **1.2 Fund Classifications**

Governmental accounting systems should be organized and operated on the fund basis. The three major categories of funds are Governmental Funds, Proprietary Funds, and Account Groups. Within each of these categories there are the following fund types:

- Governmental Funds include the General Fund, Special Revenue Funds, Capital Project Funds, and Debt Service Funds.
- Proprietary Funds include Enterprise Funds, Internal Service Funds, Fiduciary Funds, and the Deferred Compensation Fund.
- Account Groups include the General Fixed Assets Account Group, and the General Long-Term Debt Account Group.

### **1.3 Basis for Accounting**

All governmental funds are accounted for using the modified accrual basis of accounting. Their revenues are recognized when they become measurable and available. Expenditures are recognized when the related fund liability is incurred.

All proprietary funds are accounted for using the accrual basis of accounting. Their revenues are recognized when earned, and their expenses are recognized when incurred.

### **1.4 Budgeting**

A budget is prepared annually to coincide with the fiscal year. The accounting system provides the basis for appropriate budgetary control. Budgetary comparisons are included on the Expenditures, Encumbrances, & Appropriations (EE&A) report.

### **1.5 Annual and Interim Financial Reporting**

Complete audited financial statements will be issued annually. Interim financial reports such as Trial Balances, EE&A reports and detailed general ledgers will be issued monthly or at the request of Program Directors or Tribal Council. It is the responsibility of the program director to monitor their program. If they do not receive the financial information they need to do so, they should contact the fiscal department and request it.

## **SECTION 2.0 - CHART OF ACCOUNTS**

The Karuk Tribe has established the Chart of Accounts that is reflected below. The purpose of a chart of accounts is the establishment of a system of numbering accounts in such a way that the number used reveals certain information about the account.

The Chart of Accounts used by the Karuk Tribe is grouped into three groups of digits as follows:

Fund – Department - Activity  
XXXX - XX - XXXX.XX

The first group of four digits represents the fund.

The second group of two digits usually represents the department. However, in some cases it is used to segregate other things such as program years, projects, or locations.

The third group of four digits a decimal point and two more digits represents the activity.

### **SECTION 3.0 - INTERNAL CONTROL**

The objective of internal accounting controls is to provide management with reasonable assurance as to the safeguarding of assets against losses from unauthorized use or disposition, and the reliability of financial records for preparing financial statements and maintaining accountability of assets.

The characteristics of an adequate system of internal control include the segregation of duties within the organization based on functional responsibilities; a system of authorization and record retention; a degree of personnel competence commensurate with responsibilities; and a sound basis for practices to be followed to achieve the objectives of internal accounting controls.

These controls are recognized as best management practices, but will be conditional upon the number of employees. Therefore, the following shall be adhered to:

- No person shall have complete control over all phases of any significant transaction.
- Whenever possible, the flow of work shall be from one employee to another so that the work of the second, without duplicating that of the first, provides a check upon the work of the first employee.
- Record keeping shall be separated from operations or the handling and custody of assets, such as:
  1. The function of receiving cash shall be centralized in one person, who will not be concerned in any way with approving or certifying vouchers, acting as petty cash cashier, preparing deposits, making disbursements, or keeping accounting records.
  2. In receiving cash through the mail, the person responsible for opening the envelopes shall immediately restrict with a tribal endorsement stamp all checks and other negotiable instruments; these along with other cash received shall be logged and listed in duplicate before forwarding the receipts to accounting for deposits to the bank.
- Responsibilities in the fiscal department shall be clearly established and followed as closely as possible.
- The following shall be adhered to when handling cash:
  1. All cash receipts shall be deposited intact and for the full amount received.
  2. All collections shall be deposited as soon as possible, preferably the day received.

3. Collections and all other funds held within an office pending regular deposit shall be restrictively endorsed. Petty cash funds and all other funds shall be kept under complete control and under proper safeguards; preferably in a fire-resistant combination safe or safe cabinet.
  4. Uncollectible items and related documents shall not be handled by the person making up deposits or by the person handling accounts receivable.
  5. If possible, persons preparing payrolls or time reporting records shall not handle the related pay checks.
  6. Bank statements shall be reconciled promptly to the formal accounting records and the reconciliation reviewed and approved by the Chief Financial Officer.
  7. The number of bank accounts and inter-bank transfers shall be kept to a minimum.
- The following shall be adhered to when issuing checks:
    1. Checks shall not be issued to “cash” or “bearer”.
    2. Check signers will not sign blank checks.
    3. Records of void checks will be kept. When possible, the actual void check will be stamped void and filed. When the actual check is not available and the check is for more than \$15, a stop payment will be issued.

#### **SECTION 4.0 - BUDGETS**

At the beginning of each fiscal year annual budgets will be prepared for the BIA Compact, Health Compact, Indirect Cost Pool, and any other grants that do not have approved budgets in the grant request. The budgets will be prepared by the Chief Financial Officer with the help and input of program managers. Budgets will be reviewed and approved by the Tribal Council.

Approved budgets will be entered into the accounting system by fiscal staff so that actual to budget comparisons will be reflected on the Expenditure, Encumbrance, and Appropriations Report (EE&A Report).

#### **SECTION 5.0 - AUDITS**

An audit in accordance with U.S. generally accepted auditing standards, and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States will be conducted once a year. These standards require that the audit be planned and performed to obtain reasonable assurance about whether the financial statements are free of material misstatement.

The audit will be performed in accordance with the Single Audit Act and will address compliance and internal control issues.

The Tribal Council will approve any changes in auditing firms hired to perform the audit.

#### **SECTION 6.0 - PETTY CASH**

Whenever possible and practical, disbursements should be made by check from the bank account. When it does become necessary to make small miscellaneous cash expenditures they may be made from the “petty cash” fund.

The amount of the Petty Cash Fund should be a maximum of \$300.

Control and maintaining the Petty Cash Fund is the responsibility of the person to whom the Petty Cash Fund is issued.

The petty cash shall be kept in a locked box and in a locked drawer.

The total cash on hand plus the total of petty cash vouchers must equal the total fund at all times.

When the total cash on hand requires replenishment the following steps should be followed:

- Request replenishment of cash from the fiscal department.
- Provide a reconciliation of all cash spent to the fiscal department.
- Provide account numbers to be charged for expenditures.
- Include invoices or other documentation to support reconciliation.

#### **SECTION 7.0 - BANK RECONCILIATIONS**

The Karuk Tribe shall maintain one checking account for general fund purposes. All cash receipts and disbursements for all funds will flow through this account. At the end of each month, all general ledger cash balances shall be reconciled to the bank statement. Additional bank accounts such as certificates of deposit may also be used by the Tribe. These bank accounts will also be reconciled to the general ledger on a monthly basis.

- Bank statements and cancelled checks will be picked up at the bank by an authorized employee.
- Reconcile deposits recorded on the bank statement to the cash receipts recorded in the cash receipts journal. Trace any deposit-in-transit from the prior month's reconciliation to the bank statement and indicate the date these deposits were credited to the bank.
- Any deposits not clearing the bank statement will represent deposits-in-transit on the current month's reconciliation. Deposits which have not cleared the bank within a week of the date deposited should be brought to the attention of the management.
- Take the prior month's reconciliation and match the cancelled checks against those listed as outstanding. Any checks still outstanding should be listed on the current month's outstanding check list.
- Compare each cancelled check with the entry in the cash disbursements journal as to:
  1. Date
  2. Payee
  3. Number
  4. Amount

- Place a check mark by the entry. Those entries not checked off will make up the current month's outstanding check list. Checks outstanding for a period of more than sixty (60) days should be brought to the attention of the management.
- Note any other transaction appearing on the bank statement which will be recorded on the books by journal entry. For example:
  1. Returned checks
  2. Bank service charge
  3. Wire transfer of funds
  4. Stop payment checks
- Reconcile the monthly bank statement to the balance shown in the general ledger account for cash on deposit. Since the balance in the general ledger account for cash on deposit controls the accuracy of the books, it is essential that the figure be reconciled with the balances shown by the bank statement.

### **SECTION 8.0 - CASH RECEIPTS**

There is a relatively high risk associated with transactions involving cash. Thus, a strong system of internal accounting control is required. The following policies are to be adopted and followed:

- Monies must be properly safeguarded and appropriately recorded.
- Access to monies must be limited to as few employees as possible.
- Record cash received as soon as possible.
- Cash received must be deposited intact and on a timely basis.

Cash usually comes from the following sources:

- Grant/contract funds received from the grantor/contractor
- Medical Billing Receipts
- Senior Citizen Nutrition Program Receipts
- People Center Gift Shop Sales
- Other Miscellaneous Cash Receipts

Each time one of these sources of cash is received a written record must be made. The receipt for cash shall have three copies, with the original going to the person making the payment. One of the copies will be filed in the cash receipts journal and the other will remain in the cash receipts book.

Miscellaneous cash receipts shall show the source, amount and nature of the cash received. Cash receipts shall be summarized in a cash receipts journal.

The cash receipts journal shall have the following information:

- Date of receipt of the cash
- Source from which received
- Total amount received
- Account number to be credited for the receipt

Accounts receivable balances will be reviewed periodically and adjusted for bad debts at least once a year.

### **8.1 Yreka & Orleans Clinic Cash Receipts**

The clinic staff person responsible for accepting cash receipts will be responsible for keeping it in a locked place (lockbox) that is not easily accessed by other staff members.

Each day the Orleans and Yreka clinics shall fax a transaction sheet to the fiscal department in Happy Camp. The sheet shall contain the following information:

- Cash receipt number
- Name of person making the payment
- Amount

Clinic cash receipts will be sent daily in a locked bank bag to the fiscal department in Happy Camp.

Clinic cash receipts will be verified by two clinic staff members before the locked bank bag is given to the courier.

The courier will deliver the locked bank bag to the cash receipt clerk in the fiscal department.

When the locked bank bag is received by the cash receipt fiscal clerk, they will verify that the cash in the bag matches the faxed cash receipt sheet.

Any discrepancies will be reported immediately to the Chief Financial Officer.

All other cash receipt rules of section 8.0 apply.

### **SECTION 9.0 - CONTRACT / GRANT MANAGEMENT**

Each grant will be accounted for separately. Karuk Tribal Staff will comply with all terms and conditions of contracts and grants. Expenditures will be charged to a particular grant only if allowable to that grant. Contract Compliance is the responsibility of the Program Manager. Contract compliance will be monitored by the Director of Compliance.

Departmental proposals for contract/ grant funded programs and projects will be prepared with the knowledge and participation of staff involved in the administration of the proposed program or whose time has been committed as match to the project. All letters of support for grants not submitted by the Tribe but name the Tribe, Tribal staff, or commit Tribal resources must have Council approval through an approved resolution.

Prior to submission to the Tribal Council, the Requestor is required to submit a copy of the proposal with a completed "Request for Tribal Council Authorization to Submit Proposal to Funding Source" (Authorization to Submit) to the Director of Compliance and Director of Operations See sample form A-10.

All grants or contracts that are proposed as pass thru to other Tribal entities will be accompanied with a certification that the entities governing board has reviewed and approved the application. All grant/ contract "Request for Tribal Council Authorization to Submit" forms will have that pass thru entities director's signature, indicating that the director has had the opportunity to review and approve the pass-through application. (See Authorization to Submit form line - Other).

Grants and contracts that are proposed to be funded directly to Karuk Tribal entities and are not proposed to be passed through the Tribe are exempt from the review by the Director of Compliance and Director of Operations but are required to obtain their Board's approval for submission. Tribal entities may request a voluntary review that will be done in accordance with the process as described in this policy.

Grants, contracts, and agreements that are proposed to be funded directly to Karuk Tribal entities and are not proposed to be passed through but mention Tribal Trust Assets as defined by 25 CFR Part 115 shall require review by the Director of Compliance and Director of Operations and Council approval.

Grant and contract proposals are reviewed in the order by which they are received. If revisions are proposed from a reviewing party, they must be tracked by a Draft 1, Draft 2, etc...identified clearly on the review sheet and on the grant or contract proposal. All grant or contract proposals must be in final draft form when presented to the Tribal Council with a final approval from both the Director of Compliance and Director of Operations. All requests will have their reviews completed and submitted to Council at minimum 7 calendar days prior to the final request for approval.

At times Directors receive very short notice for proposals. If this occurs Directors/Grant Writers are to notify the Director of Compliance and Director of Operations immediately as to when they expect to have their proposals completed and ready for review. Reasonable requests will be accommodated on a case by case basis.

All new grant/ contract applications (including those that are continuation of funding for existing programs) will require Council approval. All applications will require a signed Council Resolution for submission.

Copies of all approved proposals for contract/grant-funded programs and projects will be filed with the Director of Compliance prior to submission to funding agency. In all cases the applicant entity will be the "Karuk Tribe, Post Office Box 1016, Happy Camp CA 96039". The authorizing official will be the Tribal Chairman or another member of the Executive Council. All Contract/ grant award notifications will be directed to the Tribal Chairman.

When notice is received that the application has been selected for award, all pre-award documents (contracts/ agreements/ certifications) will be processed by the Director of Compliance. All signatures will be collected by the Director of Compliance. Any additional narrative or programmatic information requested by the funder prior to execution of the award will be the responsibility of the grant writer. Prior to incurring any costs against an award – all budgetary information will be submitted to the Director of Compliance for approval and forwarded to the Fiscal Department staff for entry into the accounting system. No expenditures will be coded to any line item that has not been appropriated. There will be no exceptions.

Departmental requests to move contract/ grant funds from one budget line item to another are to be requested by submitting "Request for Modification" form and will require that department Director's signature. See sample form A-11.

## **9.1 Internal Audit/Self-Monitoring Procedure**

The Fiscal Department will oversee the audit/ self-monitoring procedure. As requested by the Tribal Council each Tribal program (excluding health) that provides services based upon eligibility determinations will be scheduled a date for review by the Controller for the purpose of conducting an internal audit and to review Director of Compliance procedures including contract/ grant applications and administration, professional services contracts, match documentation requirements, and will receive updated forms if applicable.

An adequate number of sample files prepared or maintained during the twelve (12) months prior to the review will be audited. It will be determined if the program has followed policies, procedures and statutory requirements for eligibility and the payment or distribution of benefits from that program.

Program directors will be required to provide the Controller copies of that programs policies, procedures and requirements one (1) week prior to the review. A report will be prepared within ten (10) working days after the completion of the review and copies will be forwarded to the program director and their supervisor.

If a program is found to be non-compliant to Tribal or program policies, procedures or requirements, a corrective action plan will be initiated. This corrective action plan will be prepared with the participation of the program director, their supervisor and the Controller. A copy of the report and corrective action plan will be forwarded to the office of the Chief Financial Officer.

The corrective action plan will include a list of the internal audit findings, strategies for the correction of these findings and a time line for the completion. The time line for completion of the tasks in the corrective action plan will be no less than five (5) working days and no longer than two (2) months from the date of the corrective action plan, depending upon the severity of the issues and the potential impact to that program's continuation.

The program director will be responsible for correcting the deficiencies found in the review. The CFO or Controller will review the status of the corrective action plan at the end of the established time line. Program Directors that fail to correct non-compliance issues by that dead line will be subject to disciplinary action.

Many Tribal Department Directors do not operate programs that include the determination of eligibility or the distribution of benefits. These Program Directors will meet with the Director of Compliance on an annual basis to review Procedures including Contract/ Grant applications and administration, professional services contracts, match documentation requirements, and will receive updated forms if applicable.

## **9.2 Memorandums of Agreement/ Memorandums of Understanding/ Agreements Procedure**

Memorandum of Understandings (MOU)/ Memorandums of Agreements (MOA)/ Agreements:

Departmental requests for MOU's, MOA's, or Agreements will be prepared in cooperation with the Self Governance Director or Legal Department or Director of Operations and the Director of Compliance. All agreements are required to include Council and responsible staff in the planning process. All MOU's, MOA's and agreements must receive Council approval.

Prior to submission to the Tribal Council for approval requestors are required to have the draft MOU, MOA, or agreement reviewed by the Self Governance Director or the Legal Department or Director of Operations and Director of Compliance, as well as any other staff member responsible for the implementation of responsibilities in the agreement. This pre-approval process will be verified by the completion of the "Request for Contract/ MOU/ MOA/ Agreement" form. The process is as follows:

- Complete your Request for Contract/MOA/ MOU/ Agreement form. See sample form A-12.
- Attach draft agreement to form.
- Present the completed form and agreement to the Self-Governance Director or Legal Department and the Director of Compliance. If either the Self-Governance Director or the Director of Compliance is unavailable, the second review and signature will be obtained from either the Karuk Tribe Chief Executive Officer or Chief Financial Officer. Upon approval for submission, the Compliance Department will assign a number.
- Present the approval form and two (2) copies of the agreement to the Tribal Council for approval.
- After approval and signature of Tribal Chairman, forward one original to the Director of Compliance and one copy to the Self-Governance Director or Administration office.

All Memorandums of Agreement, Memorandums of Understanding or Agreements will be signed by the Chairman or if unavailable, another Executive Council Member.

### **Section 9.3 Tribal Contract/Agreement Template Approval Policy**

#### **Purpose**

This policy will streamline the execution of routine tribe department-initiated contracts and agreements by authorizing the use of pre-approved department contract and agreement templates.

#### **Scope**

This policy applies to specific recurring department agreements, including but not limited to tutoring contracts, tenant leases, monitoring agreements, RV park rental agreements, and Workforce Housing rental agreements.

#### **Template Creation and Approval**

Departments who desire a template contract or agreement must develop the templates for high-volume, low-risk transactions in consultation with the Tribe’s Legal Counsel, Chief Executive Officer and Director of Compliance.

**Formal Approval:** All templates must be reviewed and approved by the Director of Compliance, Director of Operations and the Tribe’s Legal Department, and then be authorized by the Tribal Council before use.

**Version Control:** Approved templates shall be stored in a centralized digital repository. Each template must include a version number and an “Effective Date.”

#### **Authorized Use**

Staff may execute agreements using approved templates without further review as long as terms are not changed.

### **9.4 Draw Downs**

Drawdowns will be done according to grant guidelines provided by the funding agency. While some grants may be drawn down in advance, many will be drawn down on a reimbursement basis.

If a federal grant is drawn down in advance, the draw down will be done so that cash-on-hand is kept at the minimum amount needed for disbursements to be made immediately or within 10 days unless a different amount is specifically allowed by the grant.

## **9.5 Resolution Procedures**

### **Format**

All Resolutions shall follow a standardized format as shown in the Microsoft Word version found on the Karuk Tribe Website in the Personnel Forms page.

### **Resolution Numbers**

All Resolution Numbers are assigned by the Executive Secretary of the Karuk Tribe.

### **Approval**

Once the Resolution has been drafted and assigned a number, it shall be sent to the Self-Governance Director for review to avoid duplication and ensure consistency with other Tribal actions, policies, and procedures. The Request for Resolution form is on the Karuk Tribe Website in the Personnel Forms Section. Please allow one week for review. In the event that the Self-Governance Director is unavailable, the Director of Operations or the Office of General Counsel may review the Resolution. After the Resolution has been reviewed it may be submitted to the Tribal Council for review and approval either at a regular meeting or through a phone vote. Following approval of a resolution, the original resolution shall be secured by the Chairman or his designee with signature and date, and the original document shall be placed in the office Karuk Tribe resolution records housed at its Headquarters.

### **Signatures and Required Copies for General Resolutions**

There shall be two (2) originals submitted to the Chairman and Secretary/Treasurer for signature after approval. One original is to be submitted to the Self Governance Office, and the other original is to be sent to the appropriate agency or department requesting the Resolution. Copies may be maintained on file in departmental records.

### **Signatures and Required Copies for Grant Application Resolutions**

There shall be two (2) originals submitted to the Chairman and Secretary/Treasurer for signature after approval. One original is to be submitted to the Self Governance Office, one original is to be sent to the appropriate agency requesting the Resolution, and one original is to be sent to the Director of Compliance to be placed in the grant file.

### **Signatures and Required Copies for Enrollment Resolutions**

There shall be two (2) originals submitted to the Chairman and Secretary/Treasurer for signature after approval. One original is to be submitted to the Self Governance Office with the names and dates of birth blacked out to maintain confidentiality, and one original is to be kept in the Enrollment Office.

### **Signatures and Required Copies for ICWA Resolutions**

All ICWA Resolutions shall follow the standard format of the Social Services Department as maintained in their offices. There shall be three (3) originals submitted to the Chairman and Secretary/Treasurer for signature after approval. One original is to be submitted to the Self Governance Office with the names and dates of birth blacked out to maintain confidentiality, one original is to be kept on file in the Tribal Court Office, and one original is to be sent to the requesting Court.

## **9.6 Consent Calendar**

The Director of Compliance will be responsible for preparing monthly Consent Calendars for the regular Council meeting and for the Health Board Meeting. The requestor is responsible for contacting the Director of Compliance to put an item on the Consent Calendar. Items to be included on the Consent Calendar must be submitted and reviewed by 10am one week prior to the regular Council meeting or Health Board meeting. The Consent Calendar will contain a list of routine or non-controversial action items for the Tribal Council to approve by single vote. Council Members may remove items that they wish to discuss in more detail from the Consent Calendar prior to approving the remaining items. Each internal reviewer may remove items from the Consent Calendar. Items which are removed from the consent calendar will be discussed and voted on by the Tribal Council separately.

The following action items may be placed on the consent calendar;

- requests for approval of out of state travel
- request for approval of routine funding agreements and grant proposals
- request for approval of routine, procurement, contracts, agreements, and MOUs

The following items may not be placed on the Consent Calendar;

- grant submissions for new funding sources or new programs
- grant submissions which contain indirect cost shortfalls
- grant submissions which require discretionary match or match of more than 10%
- grant submissions which include a sole source or some other way of eliminating the procurement process
- land purchases
- any items relating to the Tribe suing or being sued
- any waiver of sovereign immunity

## **SECTION 10.0 - PROCUREMENT**

The Karuk Tribe will follow and document procurement procedures which follow all applicable State, local, and Tribal laws and regulations. For items paid for in whole or in part by Federal awards procurement will conform with 45 CFR Part 75.

All purchases must be reasonable and allowable. Please see definition of reasonable and allowable in definition section. To ensure that appropriate expenditures are in keeping with budgetary constraints and/or donor wishes, the following procedures will be adhered to:

Annually a budget for financial control of the organization will be developed by the Tribal Council, Karuk Tribe Chief Executive Officer, Director of Operations, Program Directors, Self-Governance Director, Director of Compliance, and Chief Financial Officer. This budget will serve as a guideline for annual expenditures for all operating expenses.

All purchases within the approved budget line items are classified as follows:

- Routine and recurring purchases – Purchases under this category include monthly payments for rent, telephone, utilities, insurance, etc. It is not necessary for the finance department to obtain a director's signature each month for these routine purchases.
- Special program purchases – Program purchases include project expenditures such as supplies and training. Program director approval is required for this type of purchase.

- Travel Claims – Refer to the Karuk Tribe’s Personnel Policy and Travel Manuals for policies and procedures regarding travel.
- Equipment – Purchases of equipment requires the following approval levels:
  1. \$0 to \$20,000 – Requires approval of the director of the program. Although documented bids are not required, directors are responsible to ensure that the lowest price possible is being obtained.
  2. \$20,000 and over – Requires three documented bids and requires council approval. In some instances, three bids may not be attainable. These instances will be decided by the Tribal Council on a case by case basis.

The following procedures apply to purchase orders:

- Purchase orders shall be pre-numbered.
- Purchase orders shall be issued by accounts payable personnel and authorized by a program director.
- Purchase orders will be entered into the financial software to reflect encumbrances.
- When invoices are received, they will be compared to purchase orders. Related encumbrances will be removed when invoice is paid.

All normal procurement procedures apply to grants administered by KCDC. However, the Tribal Council authorizes the KCDC Board to approve procurement for grants administered by KCDC. Separate Council approval is not required.

**10.1 Procurement and Approval of Professional Service Contracts and Construction Contracts:**  
Application:

This Policy applies to all contracts for the procurement of Independent Contractor Agreements and construction services entered into by the Tribe. It shall apply to every expenditure of funds by the Tribe for consultant or construction services. Nothing in the policy shall prevent the Tribe 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 policy, includes both contracts and change orders for construction or service, contract amendments.

All contracts, amendments, and change orders are to be 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.

## **10.2 Procurement Procedure for Contracts:**

### **Small purchase procedures.**

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 1908 (currently set at \$200,000). If small purchase procedures are used, price or rate quotations shall be solicited from a minimum of three qualified sources.

### **Procurement by sealed bids (formal advertising):**

Bids are publicly solicited and a firm- fixed- price contract (lump sum or unit price) is awarded to the responsible, responsive bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, subject to Indian Preference requirements, and is the lowest in price. For example, the sealed bid method is the preferred method for procuring construction.

An independent cost estimate is prepared before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurement.

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.

### **Solicitation and receipt of Bids:**

An invitation for bids shall be issued including specifications and all contractual terms and conditions applicable to the procurement. Public notice is given of at least ten days before a solicitation is issued, responses to such notice are honored to the maximum extent practical, a minimum of thirty days for main construction contracts and fifteen 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,

- The invitation for bids shall state the time and place for the receipt of bids and the public bid opening. Any amendments to the invitation shall be in writing, and within seven days of the bid opening. All bids received shall be time-stamped and stored in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.
- The invitation for bids will include any specifications and pertinent attachments and will define the items or services in order for the bidder to properly respond.
- The invitation to bid will specify that building designs are to reflect traditional Karuk architecture characteristics.
- Bid Opening. Bids shall be opened publicly and in the presence of at least one witness. An abstract of bids shall be recorded, and the bids shall be available for public inspection.

Contract Award will be made if there are sufficient unencumbered funds available to cover the anticipated cost of each procurement. Contract award is made to the responsive and responsible bidder offering the lowest price, consistent with Indian preference requirements, or contract award is made to the offeror whose proposal offers the greatest value to the Tribe, considering price, technical and other factors as specified in the solicitation, including Indian preference; unsuccessful firms are notified by the Director of Compliance within ten days after contract award. If equal low bids are received, award shall be made by drawing lots.

#### Mistakes in bids:

- Correction or withdrawal of inadvertently erroneous bids may be permitted before bid opening by written notice received in the office designated for receipt of bids.
- After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of non-judgmental character was made, the nature of the mistake, and the bid price actually intended. This will be determined by the Contracting Officer and documented in writing on the procurement form which will be subject to review and approval by the Director of Compliance and Director of Operations.
- A low bidder alleging a non-judgmental 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.
- All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid price or other provision of bids prejudicial to the interest of the Tribe or fair competition shall be permitted.

#### Rebidding Process:

In the case that no bids that are received that are within the budget for the project, or no responsive, responsible bidders have submitted bids, or any other situation occurred to cause the Tribe's contracting official to reject all bids, the project will be re-advertised for a minimum of 5 working days.

#### Change orders:

Change orders will be issued if there are sufficient unencumbered funds available to cover the anticipated cost of each change order. Change orders that are for additional work not included in the original scope of work are subject to the same cost analysis or bid process as the original project. Change orders for work that is unanticipated and caused by circumstances that were not obvious to the Tribe's contracting official, architect or contractor during the development of the projects original scope of work will be considered on a case by case basis. A written justification will be required for any proposed change order. As with any contract work, work performed under change orders will be inspected and accepted before payment, and payment will be made within 10 days for contract work performed and accepted by the Tribe.

### **10.3 Purchases of \$20,000-\$150,000:**

#### Obtaining Quotes:

The Tribe's contracting official shall solicit price quotations by Karuk website posting, phone, fax, email, letter, or in person to allow a reasonable number of competitive sources. When soliciting quotations, the

Tribe 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 quotation. The Tribe shall obtain written quotations by the due date. The names, addresses, and/or telephone numbers of the bidders and persons contacted, and the date and amount of each quotation shall be recorded and maintained as public record. See fiscal document- Procurement Documentation.

#### Competition:

The Tribe shall attempt to obtain quotes from a minimum of three qualified sources and document the procurement file with justification whenever it has been unable to obtain at least three quotes. Solicitation of fewer than three sources is acceptable if the Tribe has attempted to obtain at least three quotes. A sole quotation received may be accepted only in emergencies threatening public health and safety or by approval of the Tribal Council on a case by case basis with documented justification.

#### Award:

- Award based on price: For small purchases awarded based on price and fixed specifications the Tribe shall make award to a qualified contractor.
- Award based on factors other than price: For small purchases to be awarded based on factors other than price, a formal solicitation shall be issued, including evaluation factors and a rating system to evaluate each proposal or quotation. The solicitation shall identify all evaluation factors, including price. Award shall be made in accordance with the stated rating system.

#### Competitive Proposals-Request for Proposals (RFP):

Conditions for using competitive proposals may be used if there is an adequate method of evaluating technical proposals and where the Tribe determines that conditions are not appropriate for the use of sealed bidding. An adequate number of qualified sources shall be solicited.

- Solicitation. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established, understood and agreed to before the solicitation is issued. Proposals shall be handled to prevent disclosure of the number of bidders, identity of the bidders, and the contents of their proposal.
- Evaluation Factors. The RFP shall clearly identify evaluation factors, including the weight given to each factor. The proposals shall be evaluated only on the criteria stated in the request for proposals.
- Negotiations. If negotiations are deemed necessary, they shall be conducted with bidders who submit proposals determined to have a reasonable chance of being selected, based on evaluation against factors specified in the RFP. Such bidders shall be given fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification of deficiencies in technical and price aspects of proposals and to assure full understanding of and conformance to the solicitation requirements. No bidder shall be provided information about any other bidder's proposal, be assisted in correcting deficiencies, or be directed to reduce their proposed prices to be considered for an award. A common deadline shall be established for receipt of proposal revisions based on negotiations.
- Award. After evaluation of revisions, the contract shall be awarded to the most responsible firm whose qualifications, price and other factors are considered, are the most advantageous to the Tribe,

provided that the price is within the maximum total contract price established for the specific project. The Tribe may accept a sole proposal received, if the Tribe determines that the delays caused by re-solicitation would cause higher costs, or where the Tribe determines the proposal has a fair and reasonable price.

#### Non-Competitive Proposals (Sole Source):

Conditions for use: Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:

- An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the Tribe (flood, earthquake, epidemic, riot, equipment failure, etc.). In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency, or
- Only one source of supply is available, and is so certified in writing; or
- After solicitation of a number of sources, competition is determined inadequate, or
- The funding agency specifically authorized the use of the supplier/ contractor or the use of noncompetitive proposals.
- Scope of work is unique, and the deliverable(s) require specialized skills or qualifications.
- It is not reasonable or cost effective to seek a contractor from outside the area.

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 Director of Operations and the Director of Compliance.

Price Reasonableness: The reasonableness of the price for all procurement based on noncompetitive proposals shall be determined by performing a cost analysis.

#### Cost and Price Analysis:

A cost analysis shall be performed for all procurement actions, including change orders or amendments.

#### Cancellation of Solicitations:

An invitation for bid, request for proposal or other solicitation may be canceled before the bids are due if the Tribe no longer requires the services or construction, can no longer reasonably expect to fund the procurement, or a proposed amendment to the solicitation would change the scope of work or cost so much that a new solicitation would be advantageous to the Tribe.

All bids or proposals that have already been received may be rejected if the services or construction are no longer required, ambiguous or inadequate specifications were part of the solicitation. If prices exceed available funds, or if there is reason to believe that bids or proposals may not have been independently

arrived at in open competition, or there is suspected collusion between parties, or bids were submitted in bad faith, the Tribe may elect to cancel the solicitation.

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 any bidder who solicited the project, provided that confidential information such as budget or personnel information is not disclosed.

A notice of cancellation shall be sent to all bidders who were solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

### Single Bid

If only one bid is received and the price is unreasonable, the Tribe shall cancel the solicitation and either re-solicit using a request for proposals, or complete the procurement by using the competitive proposal method, or by using the noncompetitive proposals method, provided it is determined in writing that such action is appropriate, all bidders are informed of the Tribe's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

### Contractor Qualifications and Duties

Procurement shall be conducted only with responsible contractors who have the technical and financial competence to perform the job. Before awarding a contract, the Tribe's contracting officer shall review the proposed contractor's ability to perform the contract successfully by verifying that the contractor meets or exceeds basic requirements that include but are not limited to the following: has a current contractor's license, liability insurance, bonding, that the contractor is not on the debarred list, past performance on projects of a similar scope and size, reasonableness of schedule, has legitimate business references, and a record of past compliance with public policy. If a prospective contractor is found to be non-responsible, a written determination shall be prepared that will be included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

### Suspension and Debarment:

Contracts shall not be awarded to debarred, suspended or ineligible contractors and subcontractors. Please refer to website [www.sam.gov](http://www.sam.gov), System for Award Management, for information regarding debarred or suspended contractors.

### Collusion:

Contractors and subcontractors are prohibited from engaging in collusive activities. Collusive activities may include but are not limited to obtaining information that gives one contractor an advantage over another for purposes of gaining a contract. Any contractor who the Tribe has found to be engaged in collusive activity will be considered ineligible for the contract and any bid received will not be considered. The decision to reject the bid will be documented in the procurement file and may be used as justification for the denial of an award for any or all future contracts.

### Appeals:

It is the Tribe's policy to resolve all contractual issues informally at the Tribe level, without litigation. Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this policy. Any protest against a solicitation must be received before the

due date of 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 for reasons other than Indian Preference issues shall be in writing, submitted to the Tribe's Director of Compliance, who shall investigate the matter and issue a written decision on the matter within 10 working days. The Tribe's contracting official may suspend the procurement pending resolution of the protest, if warranted by the facts presented.

#### Assistance to Small, Local and Other Businesses:

Notwithstanding the Indian Preference Policy, the Tribe shall make efforts to ensure that small businesses and individual businesses owned and operated within the District Map are used when possible (see Appendix A). A small business is defined as a business that is, independently owned, not dominant in its field of operation and is not an affiliate or subsidiary of a business dominant in its field of operation.

#### Small, Local and Other Businesses Preference Requirements:

A maximum of one percent (1%) of the low bid shall be calculated and applied as an allowance for awarding contracts that are either below \$50,000 or are for purposes other than construction, modernization, and rehabilitation to Small, Local and Other Business Owners. For contracts for construction, modernization, and rehabilitation whose budget exceeds \$50,000, a maximum of three percent (3%) of the low bid shall be calculated and applied as an allowance for awarding the contract to Small, Local and Other Businesses. The total amount of the contract with the Small and Other Businesses firm must be within the approved budget. Award may only be made to the lowest responsive bid for a qualified Indian owned bidder or other bidder provided that a justification for the basis of rejecting the lowest bid is documented.

#### Indian Preference Requirements:

In order to apply a fair, financially responsible application of Native American Preference to the award of contracts for the Karuk Tribe, the following policy shall be observed.

To the greatest extent feasible, and in accordance with grant or contract agreements legal requirements, preference shall be given to Indian owned economic enterprises in the award of all contracts. Preference will be provided in accordance with the Karuk Tribe TERO for business that are 51% Indian owned and Indian controlled. "Indian-owned Economic Enterprise or Native American owned "means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51% of the enterprise, and that ownership shall encompass active operation and control of the enterprise. Any contractor claiming Indian preference shall complete and submit, with his bid, the form entitled "Statement of Qualifications, Alaska Native or Indian Owned Enterprise" (which can be obtained by contacting the Karuk TERO Department).

Where Indian preference is determined not to be applicable, the Tribe shall document to procurement file with the basis for its findings. Indian preference applies not only on-site, but also to contracts with firms that operate outside the area.

#### Eligibility:

Indian Preference will apply in the selection process in accordance with the Indian Preference Act of 1934 (Title 25, USC, Section 47) and/or the Tribal Employment Rights Ordinance (TERO), based on funding

source requirements. If the Tribe or its prime contractor determines an applicant ineligible for Indian preference, they shall notify the applicant in writing before contract award.

Prior to the advertisement of the request for proposals/qualifications and the application of this policy to any contract award, Tribal Staff are required to consult their grant terms and conditions for any restrictions to the application of this Indian Preference policy. Appropriate and clearly stated Indian Preference language must be included in the Request for Proposal/Qualifications unless such preference is not allowed by the terms and conditions of the grant award.

A maximum of one percent (1%) of the low bid shall be calculated and applied as an allowance for awarding contracts that are either below \$50,000 or are for purposes other than construction, modernization and rehabilitation to Native American and Tribal Member owned and controlled businesses. For contracts for construction, modernization and rehabilitation whose budget exceeds \$50,000, a maximum of three percent (3%) of the low bid shall be calculated and applied as an allowance for awarding the contract to other Native American bidders. However, a maximum of 10% of the low bid shall be calculated and applied as an allowance for Karuk Tribal Member bidders. The total amount of the contract with the Native American owned or Karuk Tribal Member owned firm must be within the approved budget. Award may only be made to the lowest responsive bid for a qualified Indian owned bidder or other bidder provided that a justification for the basis of rejecting the lowest bid is documented.

Examples of bidding situations:

Karuk Tribal Member/ Native American Bidders –All Professional Services Contracts for Non-Construction and Construction Projects Less than \$50,000:

Budget for project is:	\$50,000
Non-Indian Bid:	\$40,000
Native American/ Karuk Bid:	\$40,360

1% of low bid is \$400, Indian owned/ Karuk bid is \$360 over or within the allowance and under budget, award contract to Indian owned firm.

Native American Bidders- Construction Over \$50,000:

Budget for project is:	\$100,000
Non-Indian Bid:	\$97,000
Native American Bid:	\$99,000

3% of low bid is \$2,910, Native American bid is \$2,000 over the low bid, and within the allowance and under budget, award contract to Native American owned firm.

Karuk Tribal Member Bidder- Construction Over \$50,000:

Budget for project is:	\$100,000
Non-Indian Bid:	\$90,000
Karuk Tribal Member Bid	\$98,000

10% of low bid is \$9,000, Karuk Tribal Member bid is \$8,000 over and within the allowance and under budget, award contract to Karuk Tribal Member owned firm.

Non-Native Bidder Construction Award Over \$50,000:

Budget for project is:	\$100,000
Non-Indian Bid:	\$90,000

Karuk Tribal Member Bid

\$99,500

10% of low bid is \$9,000, Karuk Tribal Member bid is \$9,500 over and although they are not over the budget, they are not within the 10% allowance, so you will award contract to Non-Indian owned firm.

Solicitations (Request for Proposals):

Solicitations shall include a statement of the applicability of Indian preference to the solicitation. Including:

- Any applicable locally improved preference requirements properly enacted by the tribal governing body and adopted by the Tribe,
- Information as to whether the Tribe maintains lists of Indian-owned economic enterprises, or individuals, which are available to contractors for use in meeting Indian preference responsibilities,
- A requirement that bidders provide a statement describing how they will provide Indian preference in subcontracting, training and employment, including the number or percentage of Indians to be employed and trained,
- The Tribes description of the information to be submitted on Indian preference,
- The factors the Tribe will use in judging the adequacy of the Indian preference information submitted,
- A statement that failure to submit the required Indian preference statements on subcontracting, training, and employment shall be grounds for rejection of the offer,
- A requirement that each contractor and subcontractor submit a certification and supporting evidence to the Tribe whenever it is not feasible to provide Indian preference in subcontracting.
- A requirement that bidders submit a list of core crew employees with their bid, as defined in the Indian Preference Act and/or TERO Ordinance, and that contractors and subcontractors are required to provide preference to the greatest extent feasible by hiring qualified Indians in all positions other than core crew positions.

Solicitations, contracts, and subcontracts shall include the following:

- The clause prescribed in the Indian Preference Act and/or TERO Ordinance in connection with the development or operation of Tribe projects,
- The grounds for termination of a contract or the imposition of penalties for improper subcontracting or false certification as to subcontracting with Indian preference.

Monitoring and Remedies:

The Karuk Tribe TERO shall monitor the implementation of Indian preference in its contracts, subcontracts, training and employment, and take appropriate remedial action to ensure compliance.

#### **10.4 Approval Procedure:**

All vendor and professional services contracts over \$20,000, require council approval. Contracts for projects will be prepared with the knowledge and participation of staff members who will be involved in the administration or implementation of the contract. The process for submitting vendor or professional services contracts requests for Council approval is as follows:

- After bid process has ended, complete your procurement documentation form to submit with Request for Contract form. The procurement form must be approved by the Director of Operations and the Director of Compliance. If one is unavailable, the Karuk Tribe Chief Executive Officer's signature will serve as the alternate. If neither is available the Karuk Tribe Chief Executive Officer and Secretary/Treasurer's signatures will serve as alternates. See sample form A-12.
- All contracts shall be drafted using the Agreement for Independent Contractor Services template. Any deviation from the language in the template Agreement shall be reviewed and approved by the Tribe's in-house legal counsel.
- Complete the attached Request for Contract form and attach contract and procurement form to it. See sample form A-13.
- Present the draft contract and Request for Contract form to staff members who may have responsibilities, administrative or otherwise, in the administration of the contracts Scope of Work.
- All contracts that include the cooperation of Karuk entities will be accompanied by a certification that the entities governing board has had a chance to review and approve the activity. An authorized signature on the request for contract form or copy of meeting minutes from the entity is sufficient evidence that this process has been completed.
- Present the packet with the Request for Contract Form, Contract and Procurement Document to the, Director of Compliance and Tribal Employment Rights Office (TERO) or Director of Operations for approval. The Director of Compliance will assign a contract number.
- Present the contract packet to the Tribal Council at least seven days prior to request for approval.
- Request Council approval. Two (2) fully executed contracts are required. Phone votes are not advisable.
- Forward one fully executed original contract and supporting documentation to the Director of Compliance and one to the Contractor within 10 working days.

The procurement documentation for all contracts must be complete. The presentation that a contract is to be awarded as a "sole source provider" is strongly discouraged. Evidence that the contractor has been determined to be a true sole source provider is required, and if not provided will be the basis for rejection of the request for contract

#### **10.5 Approval Process For Contracts Below \$20,000:**

The approval process for contracts below the \$20,000 limit is the same as for other contracts as described in the previous section with the exception of the following:

- Contracts will not be required to go to the Tribal Council for formal vote, instead after being reviewed by the Director of Compliance, TERO departments and Director of Operations and assigned a contract number, they will be submitted by the Director of Compliance to one of the Executive Council Members for final approval. Executive Council Member is defined in the Definitions section of this policy.
- After an Executive Council Member has approved the contract the two original signed copies will be returned to the staff member responsible for obtaining the contractors signature.

### **SECTION 11.0 - CASH DISBURSEMENTS**

Unused checks shall be stored in the locked file room located in the finance department.

A W-9 form will be completed for each new vendor used. See sample form A-14. No payments will be made to new vendors without W-9 information. New vendors will be reviewed to make sure that they have not been “debarred” or “suspended” by the federal government.

Original supporting documentation for expenditures must be reviewed and approved prior to payment. Payment for purchases, and obligations made from grant funds shall be made only by check. No check shall be written unless there is documentary proof that the service or merchandise has been received and is satisfactory.

When a check is written, the purpose for the payment shall be stated in the related paperwork. All checks will be signed by two authorized signers. The bill, invoice, or proof that the service or merchandise has been received shall be clearly marked “Paid,” and a second copy of the check stapled to it to prevent duplicate payment. The paid bill shall then be filed in a vendor file in alphabetical order for future reference.

The check is recorded in the cash disbursement journal and posted to the general ledger when issued. The cash disbursement journal shall show the following information:

- Check number
- To whom written
- Date written
- Amount of check
- A distribution of the expense accounts affected

### **SECTION 12.0 - CREDIT CARDS**

Please refer to the Travel and Vehicle Use Policy Manual for details regarding the Tribe’s use of credit cards policy.

### **SECTION 13.0 - TRAVEL**

Please refer to the Travel and Vehicle Use Policy Manual for details regarding the Tribe’s travel policies.

## **SECTION 14.0 - PAYROLL**

Please refer to the personnel policy manual for more details regarding payroll, benefits, and other employment issues. The following information summarizes the payroll process, but does not address all of the personnel issues discussed in the Personnel Policy Manual.

When an individual is hired by the Karuk Tribe, they are required to complete the following forms:

- Personnel Information Sheet – See sample form A-1.
- Notify in Case of Emergency – See sample form A-2.
- Check Distribution Form – See sample form A-3.
- W-4 Exemption Information - See sample form A-4.
- I-9 Eligibility to Work Verification – See sample form A-5.

In addition to the information provided by the new employee the supervisor is required to provide the payroll person the following information:

- Notice of Appointment – See sample form A-6.
- Information regarding any special agreements or arrangements made with the new employee.

The normal pay periods for employees shall be biweekly. Pay checks will be issued no later than 5:00 p.m. the second Wednesday following the close of the pay period. At the end of each pay period the following steps shall be performed:

- Each non-exempt employee shall prepare a time distribution record. This time record covers the prior two weeks' pay period. See sample form A-7.
- Time records shall be signed by the employee and their supervisor
- Time records shall reflect any annual leave, sick leave, holidays, or other absence from work. Request for leave forms shall be turned in with time records. See sample form A-8. Records shall be maintained showing current accrued vacation and sick leave.
- The time records will be examined by the person processing payroll and any discrepancies will be cleared up with employee's supervisor.
- Computer files will be updated for status changes, garnishments, and other items that affect payroll.
- Individual wages shall be charged to the correct funding sources.
- The person processing payroll shall balance time sheets with payroll reports.
- The person processing payroll shall make sure proper authorization for deductions are on file.

- Payroll calculations shall be reviewed by a fiscal department employee other than the person preparing the original calculation prior to payment.
- Payroll checks shall be signed by two authorized signers.
- Payroll reports shall be printed and filed after processing a payroll.
- Payroll tax deposits and fringe benefit payroll deductions shall be paid to the appropriate agencies in a timely manner.

A Personnel Action Notice must be completed by the supervisor and appropriate approvals must be obtained whenever there is a change in an employee's employment status. Changes in employment status include raises, termination, and changes in fund being charged. See sample form A-9. Personal Action Notice's shall be submitted by the due date for timecards for pay period in which the change becomes effective.

Overtime will be paid to nonexempt employees when more than 40 hours are worked in one week. Exempt employees are not eligible to receive overtime pay.

When it comes to overtime calculations, each workweek stands alone.

#### **SECTION 15.0 - JOURNAL ENTRIES**

Journal entries are made to accounts to record information not posted to the general ledger through the payroll, accounts receivable, or accounts payable systems.

The following steps will be followed when recording a journal entry to the general ledger:

- A journal voucher form will be utilized for entry of a journal entry into the general ledger. See sample form A-16.
- All necessary documentation will be attached. Where no documents exist, appropriate reference will suffice.
- After a journal entry is entered into the system a journal voucher edit list will be printed and reviewed for accuracy.
- The journal voucher edit list shall be reviewed to verify that it is correct. After verification it will be posted to the general ledger.

#### **SECTION 16.0 - GENERAL LEDGER**

Information from payroll, cash receipts, cash disbursements, as well as journal entry information will be recorded and posted to the general ledger. The general ledger reflects account balances and the results of activities for a given fiscal period by fund.

#### **SECTION 17.0 - YEAR END ACCRUALS**

At the end of each fiscal year it is important to make sure that revenue and expenses are recorded into the correct year.

Payroll shall be prorated so that payroll expenses are charged to the year in which the employee actually worked.

Invoices for items received or services rendered in the prior fiscal year but paid for in the current fiscal year shall be accrued at year end so that the financial statements reflected the expense in the correct fiscal year.

Third party revenue shall be accrued so that the revenue is recognized in the year when the services were provided.

### **SECTION 18.0 - FIXED ASSETS**

Purchases of fixed assets will be made from funds designated for this purpose.

Disposal of fixed assets requires council approval.

Disposals of fixed assets valued at more than \$10,000 require the approval of the funding agency that paid for the asset.

A record shall be maintained for each fixed asset costing \$10,000 or more and for all computer equipment and vehicles. The record shall include the following:

- Description of the property, new or used
- Date of acquisition
- Location of the property
- Serial Number, Vehicle Identification Number, or other identifying number, if applicable
- Acquisition cost or assigned value
- General condition of the property

The total amount shown on this record shall agree with the amount shown in the Equipment Accounts.

A physical inventory shall be taken and reconciled with the subsidiary ledger at least once every five years. The fiscal department shall be responsible for maintaining the fixed asset list. They will record acquisitions, disposals, and transfers. The fiscal department will also be responsible for preparing fixed asset financial reports, such as:

- Schedule of General Fixed Assets.
- Schedule of changes in General Fixed Assets
- Proprietary fund schedules of property and equipment.

### **SECTION 19.0 - INDIRECT COST PROPOSAL**

An Indirect Cost Proposal will be prepared and submitted to the Department of the Interior on an annual basis. The Indirect Cost Proposal will be prepared in accordance with federal guidelines including the OMB Super Circular.

The Tribal Council will approve the submission of the Indirect Cost Proposal before it is mailed. They will also approve the final negotiated rate before it is signed for acceptance.

## **SECTION 20.0 - MATCHING**

In cases where matching funds are required, it is the responsibility of the program director to ensure that adequate matching funds are secured. It is also the program manager's responsibility to make sure that the matching funds meet the guidelines called for in the award documents such as none federal matching requirements.

## **SECTION 21.0 - ELIGIBILITY**

Many of our programs and grants require that individuals who receive goods or services meet certain eligibility requirements. It is the responsibility of the individual program directors to document eligibility before providing services. Although the Director of Compliance will monitor compliance, it is not the responsibility of the compliance or fiscal department to determine eligibility.

## **SECTION 22.0 - FINANCIAL SOFTWARE**

It is important that the Karuk Tribe use financial software designed for use by a governmental organization. Currently the Tribe uses MicroFund. MicroFund is software designed specifically for governmental accounting.

Security of written and electronic fiscal records will be maintained by the fiscal staff and the information technology staff.

## **SECTION 23.0 - ISHPUUK LEASING**

Equipment purchased with government dollars cannot be used to provide "services for a fee". Therefore, assets purchased by the Tribe for Ishpuuk Leasing to hire out must be purchased with discretionary funds.

All invoicing for Ishpuuk Leasing will be prepared and mailed by the fiscal department. The invoices will be prepared from information provided to the fiscal department by the Ishpuuk Leasing Supervisor.

All time spent by employees working on Ishpuuk Leasing will be carefully documented so that the time is properly charged to Ishpuuk Leasing and not to Indirect.

It is the responsibility of the Ishpuuk Leasing Supervisor to review all jobs before accepting them to make sure that we are not hauling hazardous waste or other contaminated materials. It is also the Ishpuuk Leasing Supervisor's responsibility to make sure that all applicable laws are followed when performing a job. This includes making sure that all drivers have the proper licenses and that they are covered by insurance.

## **SECTION 24.0 - LOANS**

Any department or entity with access to discretionary funds must have a Tribal Council approved loan application and approval process in place before administering loans from those discretionary funds to any individual, business or entity.

## **SECTION 25.0 - DELINQUENT DEBTS**

Tribal members and others who owe delinquent debts to the Tribe, or any of its entities, for any amounts shall not be eligible for assistance though any non-compacted funding source.

This exclusion does not apply to medical benefits allowable under the Indian Health Service, but may apply to certain medical benefits under third party for non-emergent or elective medical or dental services or substance abuse program treatment and services, including the AAIR program.

Potential TANF clients who are on the Tribe's delinquent list shall have their delinquency waived for a period of 90 days. The potential client may use this 90-day window to complete a plan and process TANF paperwork. A discussion of their debt to the Tribe will take place and a new payment plan may be presented to the Tribal Council for approval. During the 90-day period the client will be eligible for TANF services.

Unsecured debts of \$5,000 or less owed to the Karuk Tribe will automatically be forgiven upon the death of the debtor. Debts over \$5,000 and/or debts secured by real property or other tangible assets will not automatically be forgiven by the Karuk Tribe upon death of the debtor. These debts will require a vote of the Karuk Tribal Council to forgive.

## **SECTION 26.0 - DISCRETIONARY FUNDS**

KTHA, KCDC, and TERO may spend their discretionary funds for administrative items related to their operation. This authority does not extend to non-administrative items including donations, gifts and loans.

## **SECTION 27.0 - HEALTH PROGRAM BILLING POLICIES**

### **27.1 Patient Billing and Posting**

- a. Fees for uninsured Native Americans are written off as direct care services.
- b. All billing information is verified at the time of each visit.
- c. Billing information is entered into the RPMS system by the Data Entry Clerk.
- d. Bills are sent to third party payers within thirty days of date of service.
- e. Private pay bills are sent within thirty days of date of service.
- f. Secondary payers are billed upon receipt of payment from the primary payer with an explanation of benefits (EOB) describing the uncovered service.

### **27.2 Accounts Receivable**

- a. All payments are processed by the Fiscal Office.
- b. Records of payments are forwarded from the Fiscal Office to the Accounts Receivable Clerks.
- c. Payments are posted by the Accounts Receivable Clerks.
- d. Aging reports are generated monthly and reviewed by the Chief Executive Officer.
- e. The Chief Executive Officer meets monthly with the Health Board and reviews the status of Third-Party revenues.
- f. The Chief Executive Officer and Health Board will determine uncollectible accounts and approve write-offs of these accounts on an ongoing basis.

### **27.3 Expenditure of Third-Party Revenues**

- a. All collected Third Party revenues are budgeted for use in the Karuk Tribal Health Program.
- b. Draft Budgets are created by the Chief Executive Officer in conjunction with the Chief Financial Officer and Health Department Managers.
- c. Draft budgets are presented annually to the Health Board for approval.

### **27.4 Collection Process**

- b. Accounts receivable over 90 days old will be reviewed by the Business Office Manager who will determine which accounts will be put on the in-house collection list.

### **27.5 Bad Debt Write Off**

- a. Accounts receivable older than one year will be reviewed by the Accounts Receivable Clerk who will draft a list of recommended bad debt write offs. The list may also

include accounts receivables for bankrupt or deceased individuals and debts less than three months old that are subject to third party payer rules which do not allow billing after a certain period of time. The list will provide information regarding the history of each potential bad debt.

- b. The Business Office Manager will review the list with the Chief Financial Officer.
- c. The reviewed list will be presented to the Tribal Council for approval.
- d. A copy of the minutes reflecting the Tribal Council approval to write off bad debts will be forwarded to the billing office to use for backup when removing bad debts from the accounts receivable balance.
- e. The billing office will file bad debt backup so that information may be reviewed by management and/or auditors.
- f. When non-beneficiary patients have not had any activity on their account for more than three months and are written off as bad debt, the patient will be flagged in the RPMS system as bad debt which notifies the office staff/receptionist that they should not schedule (or reschedule if necessary) the patients' appointment and have the patient call the billing department accounts receivable clerk to set up a payment plan for the old debt. Unless it is an emergency visit the patient will not be seen until a payment plan is in place. When the payment plan is in place the patient can reschedule his/her appointment with the clinic.

#### **27.6 Small Balance Suspension**

- a. Non-beneficiary patients with a balance of less than \$2.50 shall be mailed one statement. If there is no payment received, statement mailing shall be suspended until such time as the balance owed equals more than \$2.50.

#### **27.7 Write Off for Native Americans and Employees**

After insurance and other 3rd party sources have been billed, there are no charges to Native Americans and Tribal Employees who use the Tribe's direct care facilities. Thus, amounts up to \$2,000.00, not collected from 3rd party sources will be written off. No authorization from the Tribal Council is necessary to remove these balances.

### **SECTION 28.0 - SPENDING POLICY**

#### **28.1 General Fund**

The Karuk Tribe receives revenue from the Revenue Sharing Trust Fund, interest, and other sources for use in the General Fund. The fund will expend those resources on multiple purposes of the Tribal government. The intention of this spending policy is to comply with GASB 54 and to identify the expenditure order of resource categories for the General Fund. Resources will be categorized according to Generally Accepted Accounting Principles (GAAP) for Tribal governments.

When both restricted and unrestricted resources are available in the General Fund, the following spending policy will apply:

- 1<sup>st</sup> Non-spendable
- 2<sup>nd</sup> Restricted
- 3<sup>rd</sup> Committed
- 4<sup>th</sup> Assigned
- 5<sup>th</sup> Unassigned

The Tribal Council has the authority to express assignments in the General Fund.

#### **28.2 Special Revenue Funds**

The Karuk Tribe receives revenue from the Federal and State governments, Foundations, and other sources for use in Special Revenue Funds. Special Revenue Funds will expend those resources on the specific purpose of the fund. The intention of this spending policy is to comply with GASB 54 and to identify the expenditure order of resource categories for all Special Revenue Funds. Resources will be categorized according to Generally Accepted Accounting Principles (GAAP) for Tribal governments.

When both restricted and unrestricted resources are available in a Special Revenue Fund, the following spending policy will apply:

- 1<sup>st</sup> Restricted
- 2<sup>nd</sup> Committed
- 3<sup>rd</sup> Assigned

The Tribal Council has the authority to express assignments in Special Revenue Funds. When they approve applying for a grant, they commit to spend the funds according to the grant agreement.

## **SECTION 29.0 - DONATIONS**

All requests for donations from the Karuk Tribe for charitable purposes will require approval of the Tribal Council. All requests will be in writing, addressed to the Karuk Tribe and will contain the name and contact information (address, phone and email) of the requestor and details regarding the amount that is being requested, the purpose of the request, and the benefit to the recipient. Any donation approved by the Tribal Council will be paid from non-program funds. All donation requests are subject to the availability of funds.

All donations over \$1,000 made by the Karuk Tribe Housing Authority (KTHA) and/or Karuk Community Development Corporation (KCDC) require Karuk Tribal Council approval.

## **SECTION 30.0 - GAMING OPERATIONS**

### **30.1 Bank Secrecy Act**

Where applicable, the Karuk Tribe shall comply with the Bank Secrecy Act, Public Law 91 508, as amended, codified at 12 U.S.C. § 1829b, 12 U.S.C. §§ 1951 1959 and 31 U.S.C. §§ 5311 5332 for all financial matters involving the operation of tribal gaming.

**Addendum to Fiscal Policy**  
**Code of Conduct**

No employee, officer or agent of the Karuk Tribe or any sub grantee shall participate in selection or in the award or administration of a contract or grant if a conflict of interest, real or apparent is involved. A conflict would arise when:

- (1) The employee, officer or agent,
- (2) Any member of his/ her immediate family,
- (3) His or her partner, or
- (4) An organization which employs, or is about to employ, any of the above, has a financial interest in the firm selected for the award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements

Any employee, officer or agent of the Karuk Tribe who is aware that a conflict of interest may exist is required to immediately and fully disclose the nature of the relationship to the Tribal Council so as a determination can be made as to whether an actual or potential conflict exists and if so, what remedies can be taken to correct the situation.

Any employee, officer or agent of the Karuk Tribe who is found to be in violation of this policy is subject to disciplinary action and/ or termination of their employment and possible civil or criminal penalties.

**CERTIFICATION**

I, the Chairman, hereby certify the foregoing addendum to the fiscal policy which was approved at a meeting on the November 20, 2014, was duly adopted by a vote of 8 AYES, 0 NOES,     , 0 ABSTAIN, and said policy has not been rescinded or amended in any way. The Tribal Council is comprised of 9 members of which 8 voted.

\_\_\_\_\_  
Russell A. Attebery, Chairman

\_\_\_\_\_  
Date