

**TRIBAL PLAN OF OPERATIONS**  
**Siletz Tribal Code § 2.001**

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**Ordinance Number 2.001.** Amended by Resolution 97-017, dated January 18, 1997; Resolution No. 97-176, dated May 17, 1997; Resolution No. 99-122, dated May 1, 1999; Resolution No. 99-363, dated November 22, 1999; Resolution No. 99-364, dated November 22, 1999; Resolution No. 99-379, dated December 28, 1999; Resolution No. 99-380, dated December 28, 1999; Resolution No. 2005-361, dated September 16, 2005; Resolution No. 2011-308, dated September 16, 2011; Resolution No. 2011-341, dated October 21, 2011; Resolution No. 2012-040, dated February 4, 2012; Resolution No. 2013-142, dated May 24, 2013; Resolution No. 2013-330, December 13, 2013; Resolution No. 2014-096, March 21, 2014; Resolution No. 2015-119, April 17, 2015; Resolution No. 2015-339, November 20, 2015; Resolution No. 2018-383, December 21, 2018; Resolution No. 2019-114, March 15, 2019; Resolution No. 2022-272, August 19, 2022; Resolution No. 2024-259, dated August 16, 2024, Resolution No. 2024-391, dated November 19, 2024.

Original Date: April 1, 1982, Reso. No. 82-80  
Subject: Tribal Plan of Operations

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**§ 2.001        DEVELOPMENT OF THE PLAN**

(a)        The General Manager will prepare a draft annual plan in accordance with the annual budgeting time lines, (see § 2.009 Annual Tribal Calendar) and will provide necessary staff support to the Tribal Council to enable it to consider the plan.

(b)        In developing the draft plan the General Manager will consider the most recent version of the Comprehensive Plan and all suggestions made at the General Council meetings, and Regular Tribal Council meetings held within the year prior to the development of the plan.

(c)        Prior to the Tribal Council’s final adoption of the plan, upon the request by Tribal Members, the draft annual plan will be made available for review and comment. The tribal budget portion of the plan will be published in the Tribal newsletter for a 30 day comment period.

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(d) The Tribal Council will consider and adopt the annual plan with such modifications as it determines appropriate.

**§ 2.002 CONTENTS OF THE PLAN**

(a) In the draft annual plan, the General Manager will include:

- (1) A description of the programs and services funded through tribal government.
- (2) A description of the programs and services funded through the Bureau of Indians Affairs Self-Governance, the Indian Health Service Self Governance and other funding agencies.
- (3) A description of programs and services that tribal management believes the Tribe should offer.
- (4) A justification for adding new programs or services, or for eliminating existing programs services.
- (5) A summary of recommendations for improving the operations of tribal government during the next calendar year.

(b) In the summary of comments on the draft plan, the General Manager will include:

- (1) A copy of the comments received from tribal members on both existing and proposed tribal programs and services.

(c) In the adopted tribal annual plan, the Tribal Council will include:

- (1) Revisions to the General Manager's draft annual plan.
- (2) Tribal objectives for improving the operations of tribal government for the adopted annual plan.
- (3) Tribal priorities for both existing and new programs and services.

**§ 2.003 IMPLEMENTATION OF THE PLAN**

(a) The General Manager will be responsible for carrying out the adopted annual plan.

(b) The General Manager will make any changes in the program or administrative operations of tribal government which are necessary to carry out the plan.

(c) The General Manager will report to the Tribal Council on a quarterly basis the

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performance of the annual plan.

- (d) The implementation of the annual plan will not conflict with tribal law or policy.

**§ 2.004 CHANGES IN THE PLAN**

(a) At the request of the General Manager or on its own initiative, the Tribal Council may change any element of the annual plan by resolution.

(b) To the extent possible, each annual plan will be consistent with the long-range objectives identified in the ten-year comprehensive plan.

(c) The tribal staff will present draft budgets with goals and accomplishments before Tribal Council.

**§ 2.005 DEVELOPMENT OF THE BUDGET**

(a) The General Manager will prepare a proposed budget for the next calendar year.

(b) The Budget Committee will review and make any recommendations on the proposed budget to the Tribal Council.

(c) The Tribal Council will consider and adopt the annual budget with such modifications as it determines appropriate.

**§ 2.006 CONTENTS OF THE BUDGET**

(a) Definitions. As used in this section, the term:

(1) "Direct costs" means those costs which are directly attributable to a specific program or organizational unit of tribal government, and includes the expenses of personnel, materials, equipment, and services incurred to carry out the program's or unit's objectives.

(2) "Indirect costs" means those costs which are not directly attributable to a specific program or organizational unit of tribal government but which support the program's or unit's operations.

(b) In the proposed budget, the Administrative Manager will include:

(1) A summary statement of the income, by source and amount, that tribal government expects to have available during the next calendar year.

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- (2) An identification of new programs, services, and personnel which have been included in the proposed budget.
- (3) An identification of existing programs, services, and personnel which have been eliminated from the proposed budget.
- (4) An identification of existing programs, services, and personnel which have been modified in the proposed budget.
- (5) A detailed budget proposal prepared by all tribal management staff and submitted to the respective Board of Directors, Committee or Administrative Manager in accordance with the budget time lines as set forth in § 2.009 Annual Tribal Calendar (Appendix A). This budget proposal will include the following components:
  - (A) A breakdown of the requested budget amounts by line item to include but not be limited to the following:
    - (i) Salaries which includes salaries, wages, and other compensation for tribal employees, members of the Tribal Council and others.
    - (ii) Fringe benefits for tribal employees.
    - (iii) Travel for tribal employees, members of the Tribal Council, and others.
    - (iv) Duplication and Printing.
    - (v) Telephone
    - (vi) Postage.
  - (B) A detailed justification of requested funding by line items as set forth in section (b)(5)(A) above.
  - (C) A description of baseline measures which identify the numbers of clients, percentages, or goals which the program will achieve as a result of the requested funding in section (b)(5)(A) above.
- (6) A breakdown of the annual capital replacement needs.

**§ 2.007 IMPLEMENTATION OF THE BUDGET**

- (a) The General Manager will be responsible for carrying out the adopted annual budget.

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(b) The General Manager will make any changes in the program or administrative operations of tribal government which are necessary to carry out the budget.

(c) The General Manager will report to the Tribal Council each quarter on the performance of tribal government under the adopted budget.

**§ 2.008 CHANGES IN THE BUDGET**

(a) At the request of the General Manager or on its own initiative, the Tribal Council may modify the adopted annual budget.

(b) Any modification of a budget over 25% of the total tribal budget or compacts must be approved in advance by the Tribal Council. Those modifications under 25% of the total tribal budget must be approved in advance by the General Manager.

(c) Program budget modifications which change an individual program budget shall be initiated by staff or their supervisor (on the in-house budget modification form or other acceptable format) and will be signed approved by the program supervisor, the program manager, reviewed by the Administrative Manager, and approved by the General Manager.

(d) Department budget modifications which transfer dollars from one program to another program within a department shall be initiated by the program supervisor (on the in-house budget modification form) and approved by the program manager, reviewed by the Administrative Manager, and must be signed approved by General Manager.

(e) Intra-departmental budget modifications which change the department budget(s) shall be initiated by the program manager(s) (on the in-house budget modification form or other acceptable format), reviewed by the Administrative Manager and must be signed approved by General Manager. Those budget modifications which affect 25% or more of the total tribal budgets or compacts must have the approval of the Tribal Council.

(f) Any in-house modifications which change or alter the intent of the justification for expenditure of the funds will follow the procedures outlined in section (c) through (e).

(g) No modification which results in federal funds being used for purposes other than those intended will be approved.

(h) No modification of a budget will be approved after December 1st of the affected budget's year with the exception of the programs funded through grants which will follow the procedures set forth within the grant's funding agency budget modification procedures.

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**§ 2.009      TIMEFRAMES**

See Appendix A: Annual Tribal Calendar.

**§ 2.010      OPERATIONS REPORTS**

(a) On or before the last working day of each month following the end of a quarter, each supervisor will provide their programs manager and the Administrative Manager with a written report on the activities and accomplishments during the previous quarter for the tribal operations. Any programs funded by grants or contracts need to comply with their reporting requirements in addition to those listed. Each quarterly report will identify:

- (1) The program objectives which were established in the annual baseline measures.
- (2) The extent to which these objectives were achieved.
- (3) The number of clients served and the number of other quantifiable services provided.
- (4) The reasons that program objectives for the quarter were either exceeded or not accomplished.
- (5) The measures taken to improve program performance in the next quarter.
- (6) Any other factors affecting program operations.

(b) On or before 30 days following the end of a calendar year, the tribal managers will provide the General Manager with a written draft report on the activities and accomplishments during the previous calendar year for the tribal operations under the manager's supervision. This draft annual report will be based on the quarterly reports prepared for the previous year. The draft report will identify:

- (1) The baseline measures which were established in the annual plan.
- (2) The extent to which these objectives were achieved.
- (3) The number of clients served and the number of other quantifiable services provided during the year, by program and by area office.
- (4) The reasons that baseline measures for the year were either exceeded or not accomplished.
- (5) The measures recommended to improve program performance in the next year.



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- (6) Any other factors affecting program operations.

**§ 2.011 FINANCIAL REPORTS**

(a) On or before the 15th day of each month, the Tribal Controller will provide the Administrative Manager and General Manager with a statement of tribal government's financial status. Each monthly financial report will identify:

- (1) The income and expenses budgeted for the year, by program and by area office.
- (2) The actual income received and expenses incurred by program and by area office.
- (3) The reasons for any significant under or over expenditures by any program or area office.
- (4) The relationship between tribal government's direct costs for program operations and its indirect costs for administration.
- (5) Any recommendations to amend the approved annual budget or to change the rate of expenditure for any program or area office.
- (6) Any other factors affecting the financial condition of tribal government.

(b) On or before the last day of April, July, and October, the Tribal Controller will provide the tribal managers and the General Manager with a statement of tribal government's financial status during the previous quarter. These quarterly reports will be based on the monthly financial statements prepared by the accounting department. Each quarterly report will identify:

- (1) The income and expenses budgeted for the year, by program and by area office.
- (2) The actual year to date income received and expenses incurred, by program and by area office.
- (3) The reasons for any significant under or over expenditures by any program or area office.
- (4) The relationship between tribal government's direct costs for program operations and its indirect costs for administration.
- (5) Any recommendations to amend the approved annual budget or to change the rate

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of expenditure for any program or area office.

(6) Any other factors affecting the financial condition of tribal government.

(c) On or before the last day of January, the Tribal Controller will provide the tribal managers and General Manager with a statement of tribal government's financial status during the previous calendar year. The annual statement will identify:

- (1) The income and expenses budgeted for the previous year, by program and by area office.
- (2) The actual income received and expenses incurred for the previous fiscal year, by program and by area office.
- (3) The reasons for any significant under or over expenditures by any program or area office.
- (4) The relationship between tribal government's actual direct costs for program operations and its actual indirect costs for administration.
- (5) The measures recommended to improve the financial condition of tribal government in the next year.
- (6) Any other factors affecting the financial condition of tribal government.

**§ 2.012        REPORTS TO TRIBAL COUNCIL**

The General Manager will report to the Tribal Council on operations and finances of tribal government no less than quarterly.

**§ 2.013        AVAILABILITY OF ANNUAL REPORT**

(a) A copy of the annual report with financials and program accomplishments will be mailed to each tribal household and posted on the Tribal website under the "Member only" section.

(b) The General Manager will provide a copy of the final report to agencies outside tribal government which help support the programs and services of tribal government when required as a condition of the agency's financial support.

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**§ 2.014 FINANCIAL AUDITS**

(a) In addition to the other reporting requirements in this manual, the Tribal Council will contract with an independent auditor to perform an audit of the financial records of tribal government and its programs during the previous year. The audit will be completed by July of each year.

(b) The Audit Committee will solicit and review Requests for Proposal (RFP) pursuant to the Audit Committee Policies and Procedures.

**§ 2.015 DELEGATIONS OF AUTHORITY**

(a) Under the Siletz Constitution, primary responsibility for the operations of tribal government rests with the Tribal Council. The Tribal Council may delegate its responsibilities for the programs and operations of tribal government to the General Manager or to another tribal representative.

(b) Any delegation of authority or responsibility from the Tribal Council will be embodied in a resolution. The General Manager or another tribal representative with program or administrative authority may sub-delegate such authority to another tribal employee if the operation of tribal government would be promoted by such action.

- (1) Each delegation of authority will be in writing and will be furnished to the General Manager and to each affected employee.
- (2) The General Manager will advise the Tribal Council of each delegation of authority within tribal government.
- (3) No delegation of authority will relieve the tribal employee or representative of overall responsibility for the matter sub-delegated to another.

(c) Notwithstanding the provisions of this section, in the event that the General Manager is away from the office, the management staff will serve as acting General Manager in the following sequence: Assistant General Manager, Administrative Manager, Natural Resource Manager, Health Director, Program Managers and other designated staff.

**§ 2.016 GRANT REQUESTS AND DEVELOPMENT OF NEW PROGRAMS AND SERVICES**

(a) Except for preliminary inquiries about the nature and availability of new programs, the General Manager will obtain the approval of the Tribal Council before committing tribal government to the preparation of a program proposal not previously approved in the Annual Plan.

(b) The General Manager, by authority delegated from the Tribal Council by resolution, shall

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have the authority to approve submission of grants which are under \$50,000 and do not commit the Tribe for matching funds other than in-kind of staff time.

- (1) When time constraints prohibit submission of grants to Tribal Council for approval, the Tribal Chairman can authorize the General Manager to submit a grant, and seek Tribal Council approval later.
  - (2) The General Manager has the authority to sign Letter of Intent and Pre-Application documents.
- (c) In requesting Tribal Council approval, the General Manager will:
- (1) assess the proposal's likely success and any program implications;
  - (2) identify budget implications involved for tribal operations including any requirements for matching funds, in kind obligations, and indirect limitations;
  - (3) identify any proposed outside partner, Evaluator, or Researcher (whether individuals or organizations – hereafter referred to as the “proposed party”), their proposed role in carrying out the grant, the process used to identify the proposed party, and any anticipated compensation, and determine whether the proposed party is entitled to Indian Preference pursuant to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)).
  - (4) identify any impact to employee duties.
- (d) After approval by the Tribal Council, the General Manager will direct the appropriate tribal employee or employees to develop the proposal or other documents required to obtain the new program.
- (e) After the Tribal Council has accepted the proposed grant and has approved the implementation plan, the General Manager will execute the plan through tribal government.
- (1) The General Manager, through the appropriate manager, will develop a program work plan with reasonable timelines for achieving the program's objectives.
  - (2) The General Manager, through the appropriate manager, will direct the responsible tribal employee to develop individual work plans for all employees involved in the program.
  - (3) The General Manager, through the Human Resource Manager, will revise or develop job descriptions necessary to carry out the program.

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- (4) The General Manager, through the appropriate manager, will conduct a program orientation session for all tribal employees involved in the project.
- (5) The General Manager, through the appropriate manager, will assure that tribal government has sufficient liability insurance to protect it against claims arising out of the performance of the program. Such insurance must be obtained if the use of an automobile by a tribal employee is required for the program. No insurance policy obtained by tribal government will expressly waive the sovereign immunity of the Siletz Tribe from suit, will authorize the insurer to waive such immunity on behalf of the Tribe or will allow the insurer to claim such immunity in any action arising out of the insurance policy.
- (6) The General Manager, through the appropriate manager, will take whatever other measures seem necessary to assure the program's success.
- (7) All original documents relating to grant and contract proposals will be maintained at the Central Office.

**§ 2.017 PROGRAM RECORDS**

- (a) All original documents will be maintained at the Central Office.
- (b) Each tribal manager, administrator, and supervisor will maintain such files and records as are required by the grants and contracts for which the employee is responsible and as are necessary for the documentation of each program's activities and accomplishments.
- (c) The General Manager, through appropriate staff, will develop and institute those measures necessary to assure that program files and records are current, dated, and complete. In addition, he/she will assure that, to the extent necessary, they are consistent with related tribal files and records and are protected against unauthorized disclosure.

**§ 2.018 TERMINATION OF PROGRAMS**

- (a) Except as otherwise provided in a contract or grant, or as otherwise directed by the Tribal Council, all tribal programs will operate on a calendar year from January 1st through December 31st. No program activities will be undertaken, no services will be provided, and no program expenditures will be incurred after the program's date of termination.

**§ 2.019 PROCUREMENT**

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(a) General Provisions. CTSI is committed to the fair and equitable treatment of all persons or firms involved in procurement by CTSI, and this Policy is meant to assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available; to promote competition in contracting; to provide safeguards for quality and integrity; and to assure that CTSI purchasing actions are in full compliance with applicable Federal and tribal standards.

(1) Definitions. As used herein, the term:

- (A) “Services” includes personal services of a professional or technical nature, such as accounting, architecture, construction, management consulting, engineering, legal, planning, or training.
- (B) “Supplies” includes office equipment, facilities, and services to maintain and repair such supplies.
- (C) “Procurement” means obtaining services and supplies for tribal government by competitive bid or by negotiation.

(2) Application.

- (A) This policy applies to all actions to procure supplies, services and construction entered into by the CTSI after the effective date. It shall apply to every expenditure of funds by the CTSI for public purchasing, irrespective of the source of funds, including contracts which do not involve an obligation of funds (such as a concession contract); except nothing herein shall prevent CTSI from complying with the terms and conditions of any grant, contract, gift, or bequest that is otherwise consistent with law.
- (B) Except as specifically provided in this manual or as directed by action of the Tribal Council, the General Manager is responsible for assuring that all property, services, and supplies necessary for tribal government are acquired and accounted for in accordance with the procedures described in this manual.
- (C) Procurement of office supplies, equipment, and furniture must go through the tribal procurement officer for processing. Procurement of computer hardware, software, and related equipment must have approval of the IS Manager prior to acquisition.
- (D) This policy is consistent with the Siletz Tribal Housing Department’s NAHASDA Procurement Policy, but where any provisions conflict, the

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more specific will apply; for example the NAHASDA Procurement Policy, in accordance with HUD regulations, sets the STHD Small Purchase authority at \$100,000.00, while this policy sets the general CTSI Small Purchase limit at \$10,000.00 as required by 25 CFR §276.12 and other funding agency regulations. Any conflict between the provisions of this Policy and federal regulations applicable due to contract, grant or otherwise, shall be resolved in favor of the applicable federal regulation.

- (E) The term “procurement” as used in this policy, includes contracts and modifications (including change orders) for construction or services, as well as the purchase, lease, or rental of supplies and equipment.
  
- (3) **Public Access to Procurement Information.** Except for proprietary information, as identified in Requests for Proposals, by Bidders or Offerors, and/or as agreed by Contract, procurement information shall be a matter of public record and shall be available pursuant to the CTSI Public Records Ordinance §2.900.
  
- (b) **Procurement Authority And Administration**
  - (1) In all procurement transactions, CTSI shall to the greatest extent feasible provide preference to Indian-owned economic enterprises and Indian organizations and shall maintain and/or refer to lists of qualified Indian supply sources.
  
  - (2) The General Manager or his/her designee shall ensure that:
    - (A) Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing;
  
    - (B) Where appropriate, an analysis is made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach to procurement;
  
    - (C) Contracts and modifications are in writing, clearly specifying any desired supplies, services, or construction, and are supported by sufficient documentation regarding the history of the procurement, including at 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;
  
    - (D) For procurements other than micro or small purchases, public notice is given of each upcoming procurement at least 10 days before a solicitation is issued; responses to such notice are honored to the maximum extent

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practical; a minimum of 30 days for main construction contracts and 15 days for other contracts is provided for preparation and submission of bids or proposals; and notice of contract award is made available to the public through Tribal Council resolution;

- (E) Solicitation procedures are conducted in full compliance with Federal standards stated in applicable federal regulations and the Indian preference requirements and methods of procurement described at 24 CFR 1000;
    - (i) Solicitations shall include all information required by applicable Federal statutes, award documents, executive orders, and implementing regulations, as provided in the relevant funding agency's requirements.
  - (F) 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 procurements;
  - (G) Contract award is made to the responsive and responsible bidder offering the lowest price, consistent with Indian preference requirements (for sealed bid contracts) or contract award is made to the offeror whose proposal offers the greatest value to CTSI, considering price, technical expertise, qualifications, and other factors as specified in the solicitation, including Indian preference (for contracts awarded based on competitive proposals) and unsuccessful firms notified within ten (10) days after contract award;
  - (H) There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted.
- (c) Procurement Methods
- (1) Selection of Method. When satisfying its needs by procurement, CTSI shall choose one of the following procurement methods, based on the nature and anticipated dollar value of the total requirement.
  - (2) General Micro Purchase and Small Purchase.
    - (A) General. Any procurement not exceeding \$1,000.00 may be conducted in accordance with the micro purchase procedure authorized in this section.



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Procurements over \$1,000.00 but not exceeding \$10,000 may be conducted in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a micro or small purchase under this section (except as may be reasonably necessary to comply with §2.023(a), Assistance to Small and Other Businesses).

- (B) Petty Cash Purchases. Small purchases under \$20.00 which can be satisfied by local sources may be processed through the use of a petty cash account as provided in §2.027(a). Any petty cash purchase requires submission of a voucher with receipts to the Tribe's Controller or designee.
  
- (3) The Micro Purchase process is as follows:
  - (A) For purchases less than \$1,000.00, only one price quote is required, provided the purchaser considers the quote to be reasonable. Quotes may be obtained orally (either in person or by telephone), by catalog, fax, or email. If the purchase is made for reasons other than price, the documentation submitted must clearly describe the reason/criteria for the purchase.
  - (B) The Micro Purchase must be documented by an authorized purchase order, contract, or other appropriate documentation.
  - (C) Under the Micro Purchase procedure, the purchaser determines price reasonableness based on prior purchases of a similar nature or any other source of reliable information.
  - (D) A signed purchase order, contract, or reimbursement check request signifies that the authorizing signator has determined that the cost is reasonable.
  
- (4) The Small Purchase process is as follows:
  - (A) Obtaining Quotes: CTSI shall solicit price quotations by phone, letter, or other informal procedure that allows participation by a reasonable number of competitive sources. When soliciting quotations, CTSI 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.

CTSI shall obtain written quotations; however, the written quote may be

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confirmation of a previous oral quote if it is submitted within 10 days or by the due date for submitting quotes. The CTSI Employee carrying out the procurement shall record and maintain as a public record the names, addresses, and/or telephone numbers of the offer and persons contacted, and the date and amount of each quotation.

- (B) Competition. CTSI shall obtain quotations from a minimum of 3 qualified sources and document the procurement file with justification and Tribal Council approval if required. Refer to sub-section (c)(7) if unable to obtain at least 3 quotations.
- (C) Award
  - (i) Award based on price. For small purchases awarded based on price and fixed specifications (i.e., not subject to negotiation), CTSI shall make award to the qualified Indian-owned economic enterprise or organization with the lowest responsive quotation if it is reasonable and no more than 10% higher than the lowest responsive quotation from a qualified non-Indian owned enterprise or organization. If the quotation is not within 10% of the lowest responsive quotation from any qualified source, then award shall be made to the source with the lowest quotation.
  - (ii) Award based on price and other factors. For small purchases to be awarded based on price and other factors, a formal solicitation (request for proposals or request for quotations) shall be issued, including evaluation factors and a rating system to evaluate each proposal or quotation. The solicitation shall identify all evaluation factors, including cost or price. The solicitation shall reserve 15% of the total evaluation points for providing Indian preference. Award shall be made to the best proposal or quotation in accordance with the stated rating system.
- (5) Sealed Bids
  - (A) General: CTSI shall use the procurement method of sealed bids where required by regulation, grant agreement, and where the procurement is reasonable anticipated to be in excess of \$10,000.00. Competitive sealed bidding is appropriate if the following conditions are present: a complete,

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adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction procurement. For professional service contracts, sealed bidding should not be used.

- (B) Solicitation and Receipt of Bids - Invitation for Bids (IFB).
  - (i) Issuance and amendment. An invitation for bids shall be issued including specification and all contractual terms and conditions applicable to the procurement. Any amendments to the invitation shall be in writing, and if it is necessary to issue an amendment within seven days of the bid opening, the bid opening shall be postponed until at least seven days after the issuance of the amendment. The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at up to three (3) days prior to bid opening.
  - (ii) Restricting solicitations (IFB Indian-owned). The invitation may be restricted to qualified Indian-owned economic enterprises and Indian organizations using the two-stage process outlined in 24 CFR 1000.52, if CTSI has a reasonable expectation of receiving the required number of bids from them. CTSI shall solicit bids from non-Indian as well as Indian-owned economic enterprises and Indian organizations if fewer than two qualified Indian-owned economic enterprises or organizations submit responsive bids.
- (C) 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.
- (D) Award. Award shall be made as provided in the invitation for bids by written notice to the successful bidder, as follows:
  - (i) Restricted solicitations: If the solicitation is restricted to Indian-owned economic enterprises and organizations, and two or more qualified Indian-owned economic enterprises or organizations submit responsive bids, award shall be made to the qualified

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enterprise or organization with the lowest responsive bid. If equal low bids are received, award shall be made by drawing lots or similar random method, unless otherwise provided in tribal or local law. If fewer than two qualified Indian-owned economic enterprises or organizations submit responsive bids, all bids shall be rejected, and CTSI shall cancel the solicitation and re-solicit, inviting bids from non-Indian as well as Indian-owned economic enterprises and organizations. (See sub-section (c)(7)).

- (ii) Unrestricted solicitations. If the solicitation is not restricted to Indian-owned economic enterprises and organizations, award shall be made to the qualified Indian-owned economic enterprise or organization with the lowest responsive bid, if that bid is within the maximum total contract price established for the specific project or activity being solicited, and the bid is within the range specified in the Attachment to this policy (referred to as the X factor). If equal low bids are received from qualified Indian-owned economic enterprise or organizations, award shall be made by drawing lots or similar random method. If no responsive bid by a qualified, Indian-owned economic enterprise or organization is within range, award shall be made to the lowest qualified responsive bidder.

(E) Mistakes in Bids.

- (i) Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before the bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the fact of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.
- (ii) 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 prices or to her provisions of bids prejudicial to the interest of CTSI or fair competition shall be permitted.

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(6) Competitive Negotiated Proposals

- (A) General: CTSI shall use the procurement method of competitive proposals where required by regulation, grant agreement, and where the procurement is reasonably anticipated to be in excess of \$10,000.00. Competitive negotiated proposals, including turnkey proposals for development, may be used if there is an adequate method of evaluating technical proposals and where CTSI determines that conditions are not appropriate for the use of sealed bidding. An adequate number of qualified sources shall be solicited.
  
- (B) Solicitation (RFP).
  - (i) General: The request for proposals (RFP) may be restricted to qualified Indian-owned economic enterprises and Indian organizations if CTSI has a reasonable expectation of receiving offers from two or more entities as stated in the RFP. CTSI shall solicit proposals from non-Indian as well as Indian-owned economic enterprises and Indian organizations if CTSI prefers not to restrict the RFP; or if unable to identify a sufficient number of qualified Indian-owned economic enterprises.
  
  - (ii) Evaluation Factors. The RFP shall clearly identify the relative importance of price and other evaluation factors and sub-factors, including the weight given to each technical factor and sub-factor. CTSI shall reserve 15% of the total number of available rating points in unrestricted solicitations for the provision of Indian preference in the award of contracts and subcontracts, and up to an additional 10% for evaluation of the Offerors' statement regarding training and employment of Indians. The proposals shall be evaluated only on the criteria stated in the request for proposals.
  
  - (iii) Negotiations. In those situations where negotiations are deemed necessary, negotiations shall be conducted with Offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Offerors shall receive fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise Offerors of the deficiencies in both the technical and price aspects of their proposals to assure

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full understanding of and conformance to solicitation requirements.

No offerors shall be provided information about any other Offeror's proposal, and no Offeror shall be assisted in bringing its proposal up to the level of any other proposal.

Offerors shall not be directed to reduce their proposed process to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

- (iv) Award. After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to CTSI provided that the price is within the maximum total contract price established for the specific project or activity. For solicitations restricted to qualified Indian-owned economic enterprises and Indian organizations, if two or more entities submit acceptable proposals, award shall be made to the qualified Indian-owned economic enterprise or Indian organization with the best proposal, provided that the price is within the maximum total price established for the specific project or activity. When an RFP has been restricted to Indian-owned economic enterprises and Indian organizations and fewer than two submit acceptable proposals, CTSI may reject all proposals and re-solicit without restricting the RFP to qualified Indian-owned economic enterprises and Indian organizations, but CTSI may accept the sole proposal received, subject to Tribal Council and/or grantor approval, if required, in unusual circumstances, such as when CTSI determines that the delays caused by re-soliciting would cause higher costs, or where CTSI determines the proposal has a fair and reasonable price.
- (v) Architect/Engineer Service. Architect/Engineer services in excess of the small purchase limitation shall be obtained by the competitive proposals method for qualifications/based procurement whereby competitor's qualifications are evaluated and the most qualified competitor is selected subject to negotiation of fair and reasonable compensation. This (A/E services) is the only circumstance where price is not required to be (but may be) used as a selection factor. When contracting for A/E services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size

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of the project to compete for the contract. Sealed bidding shall not be used to obtain architect/engineer services. These procedures shall not be used to purchase other types of services even though architect engineer firms are potential sources.

(7) Non-Competitive Exception For Procurement

- (A) 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 where required by regulation or funding agency policy, the funding agency specifically authorizes the use of noncompetitive proposals. In addition, any request for authority for a procurement by noncompetitive proposal must be supported by a written justification for using such procedures submitted to, and approved by, the Tribal Council base on a finding that one of the following applies:
- (i) Emergency. Either a direct Tribal Council finding that an emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the CTSI, as may arise by reason of flood, earthquake, epidemic, riot, equipment failure, or similar event, or a Tribal Council finding that the General Manager was justified in making the same determination under emergency conditions in which the Tribal Council could not be convened.
    - a. In either situation, there must be an immediate and serious need for supplies, services or construction and 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
  - (ii) Limited Source for Procurement. Only one source of supply is available, and the Contracting Officer so certifies in writing; or
  - (iii) After solicitation of a number of sources, competition is determined inadequate; and
- (B) Price reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in sub-section(c)(8) below.

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- (8) Cost And Price Analysis
- (A) General: A cost or price analysis shall be performed for all procurement actions, including contract modifications. The method and degree of analysis shall depend on the facts surrounding each procurement.
  - (B) Submission of Cost or Pricing Information. If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary CTSI (e.g. when contracting for professions, consulting, or architect/engineer services) the Offeror or shall be required to submit:
    - (i) a cost breakdown showing projected cost and profit;
    - (ii) commercial pricing and sales information, sufficient to enable CTSI to verify the reasonableness of proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
    - (iii) documentation showing that the offered price is set by law or regulation.
  - (C) Cost Analysis. Cost analysis shall be performed if an Offeror/Contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted, a cost analysis shall be performed of the individual cost elements. CTSI shall have a right to audit the contractor's book and records pertinent to such costs; with profit being analyzed separately. Cost shall be allowable only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In establishing profit, CTSI shall consider factors such as the complexity and risk of the work involved the contractor's investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area of similar work.
  - (D) Price Analysis. A comparison of prices shall be used in all cases other than those described in sub-section (d).
- (9) Cancellation Of Solicitations
- (A) An invitation for bids, request for proposals, or other solicitation may be



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canceled before offers are due, if CTSI no longer requires the supplies, services or construction; or if CTSI can no longer reasonably expect to fund the procurement, or if proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable.

- (B) A solicitation may be canceled and all bids or proposals that have already been received may be rejected if the supplies, services or construction are no longer required; or ambiguous or inadequate specifications were part of the solicitation; or the solicitation did not provide for consideration of all factors of significance to CTSI; or all bids received exceed available funds and it would not be appropriate to adjust quantities to come within available funds; or there is reason to believe that the bids or proposals may not have been independently arrived at in open competition, may have been collusive, or submitted in bad faith; or a condition for canceling a solicitation and re-soliciting, as specified in(c)(5)(D)(i) or (c)(5)(6)(iii) is met; or, for good cause when it is in the best interest of CTSI.
- (C) 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 Offeror solicited.
- (D) A notice of cancellation shall be sent to all Offerors 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.
- (E) For solicitations that are not restricted to Indian-owned economic enterprises or Indian organizations, and bids received in response to an invitation for bids are unreasonable prices, or only one bid is received and the price is unreasonable, CTSI shall cancel the solicitation and either:
  - (i) re-solicit using a request for proposals, or
  - (ii) complete the procurement by using the competitive proposal method, following paragraphs (c)(6)(B)(ii) and (c)(6)(B)(iii) above (when more than one acceptable bid has been received), or by using the noncompetitive proposal method and following(c)(6)(B)(iii) above (when only one bid is received at an unreasonable price), provided the Contacting Officer determines in writing that such action is appropriate, all bidders are informed of CTSI's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

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(10) Bid Protests

- (A) 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 for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

(11) Protests Involving Indian Preference

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

(12) Cooperative Purchasing

- (A) CTSI may enter into federal, state and/or local inter-governmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. CTSI employees are encouraged to use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(d) Contractor Qualifications And Duties

- (1) Contractor Responsibility. Procurements shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract, CTSI shall review the proposed contractor's ability to perform and contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the U.S. General Services Administration), compliance with any public policy, record of past performance (including contacting previous clients of the contractor such as other Tribes), and financial, administrative, and

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technical capability to perform contract work of the size and type involved and within the time provided under the contract. If a prospective contractor is found to be non responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

(2) Suspension And Debarment

(A) CTSI shall not hire or award any contracts in excess of \$25,000 to any debarred, suspended, or ineligible vendors or contractors and will not hire any employee who has been debarred or suspended by the Federal Government.

(i) On all Tribal contracts in excess of \$25,000, a provision shall state that the vendor or contractor certifies that the vendor or contractor has not been debarred or suspended by the Federal Government.

(ii) Procedures for certifying eligibility (non-debarment):

a. Human Resources shall check the federal website as one part of each employee reference check.

b. Program Directors shall check the federal website prior to issuing a purchasing requisition/purchase order or requesting signing of a contract and shall certify in writing that the vendor has been checked.

(B) CTSI may suspend or debar a contractor under Tribal Law. The Tribe shall track such suspensions and/or debarments on a form accessible to all Tribal entities, which lists the name, identifying information, and term of suspension or debarment. The serious nature of debarment and suspension requires that these sanctions be imposed only in the public interest for the Tribe's protection and not for purposes of punishment. The Tribe shall impose debarment or suspension only for the causes and in accordance with the procedures set forth in this subpart.

**§ 2.020 TRIBAL DEBARMENT**

(a) General.

(1) It is the Tribal Administration General Manager's responsibility to determine whether debarment is in the Tribe's interest. The General Manager may, in the Tribal interest, debar a contractor for any of the causes in **sub-section (C) below**,

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using the procedures in **sub-section (D)**. The existence of a cause for debarment, however, does not necessarily require that the contractor be debarred; the seriousness of the contractor's acts or omissions and any remedial measures or mitigating factors should be considered in making any debarment decision. If a cause for debarment exists, the contractor has the burden of demonstrating, to the satisfaction of the General Manager, its present responsibility and that debarment is not necessary.

- (2) Debarment constitutes debarment of all organizational elements of the contractor, unless the debarment decision is limited by its terms.
  - (3) A contractor's debarment, or proposed debarment, shall be effective for all Tribal entities.
- (b) Definitions. As used in this subpart.
- (1) "Affiliates." Business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly, (1) either one controls or has the power to control the other, or (2) a third party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the debarment, suspension, or proposed debarment of a contractor which has the same or similar management, ownership, or principal employees as the contractor that was debarred, suspended, or proposed for debarment.
  - (2) "Civil judgment" means a judgment or finding of a civil offense by any court of competent jurisdiction.
  - (3) "Contractor" means any individual or other legal entity that:
  - (4) Directly or indirectly (*e.g.*, through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Tribal contract, including a contract for carriage under Tribe or commercial bills of lading, or a subcontract under a Tribal contract; or
  - (5) Conducts business, or reasonably may be expected to conduct business, with the Tribe as an agent or representative of another contractor.
  - (6) "Indictment" means indictment for a criminal offense. And information or other filing by competent authority charging a criminal offense is given the same effect

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as an indictment.

(7) “Legal proceedings” means any civil judicial proceeding to which the Tribe is a party or any criminal proceeding. The term includes appeals from such proceedings.

(c) Causes for Debarment.

(1) The General Manager may debar a contractor for:

(A) Upon the basis of a conviction or plea of no contest to:

- (i) Commission of fraud or a criminal offense in connection with—
- (ii) Obtaining;
- (iii) Attempting to obtain; or
- (iv) Performing a public contract or subcontract.
- (v) Violation of federal or tribal law relating to the submission of offers;
- (vi) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal or tribal criminal tax laws, or receiving stolen property; or
- (vii) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a Tribal contractor or subcontractor.

(B) Where a conviction or plea of no contest has not already been obtained, the General Manager may debar a contractor upon a preponderance of the evidence, for any of the following:

- (i) Subsection above;
- (ii) Violation of the terms of a Tribal contract or subcontract so serious as to justify debarment, such as:
- (iii) Willful failure to perform in accordance with the terms of one or more contracts; or

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- (iv) A history of failure to perform, or of unsatisfactory performance of, one or more contracts.
- (v) Violations of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690)
- (vi) Knowing failure to timely disclose to the Tribe, in connection with the award, performance, or closeout of the contract or a subcontract there under, credible evidence of:
  - (a) Violation of Federal or tribal criminal or civil law involving fraud, conflict of interest, bribery, or gratuity violations or significant overpayment(s) on the contract.
- (C) Any other cause of so serious or compelling a nature that it affects the present responsibility of the contractor or subcontractor.
- (d) Procedures.
  - (1) Investigation and referral. Any potential debarment matter shall be reported to the responsible Department Head and to the General Manager. The General Manager shall designate an investigator for the Tribe.
  - (2) Decision making process.
    - (A) The debarment decision making process shall be as informal as is practicable, consistent with principles of fundamental fairness.
    - (B) The contractor (and any specifically named affiliates) shall be provided full and complete notice of the proposed debarment, and shall be provided with a date and time for a hearing before the General Manager or designee which shall be an opportunity to submit, in person, in writing, or through a representative, information and argument in opposition to the proposed debarment.
    - (C) At the hearing the contractor shall have an opportunity to appear with counsel, submit documentary evidence, present witnesses, and confront any person the Tribe presents; and
    - (D) The Tribe shall make a record of the proceedings and make it available at

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cost to the contractor upon request.

- (3) Notice of proposal to debar. A notice of proposed debarment shall be issued by the General Manager advising the contractor and any specifically named affiliates:
  - (A) That debarment is being considered;
  - (B) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
  - (C) Of the cause(s) relied upon under sub-section (C) above for proposing debarment;
  - (D) That, within ten (10) days after receipt of the notice, the contractor may submit, in person, in writing, or through a representative, a request for a hearing, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts; and
  - (E) A copy of this policy.
- (4) General Manager's decision.
  - (A) In actions where the Tribe has received evidence of a conviction or civil judgment, or in which there is no genuine dispute over material facts, the General Manager shall make a decision on the basis of all the information in the administrative record, including any submission made by the contractor. The decision shall be made within 30 working days after receipt of any information and argument submitted by the contractor, unless the General Manager extends this period for good cause.
    - (i) In actions in which additional proceedings are necessary as to dispute material facts, written findings of fact shall be prepared. The General Manager shall base the decision on the facts as found, together with any information and argument submitted by the contractor and any other information in the administrative record.
    - (ii) The General Manager's decision shall be made after the conclusion of the proceedings with respect to disputed facts.
    - (iii) In any action in which the proposed debarment is not based upon a conviction or civil judgment, the cause for debarment must be established by a preponderance of the evidence.

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- (5) Notice of General Manager's decision.
  - (A) If the General Manager decides to impose debarment, the contractor and any affiliates involved shall be given prompt notice including:
  - (B) Referring to the notice of proposed debarment;
  - (C) Specifying the reasons for debarment;
  - (D) Stating the period of debarment, including effective dates;
  - (E) Advising that the debarment is effective throughout the Tribe; and
  - (F) Providing the forms required by the Tribal Administrative Procedures Ordinance §2.700 et seq.
  - (G) If debarment is not imposed, the General Manager shall promptly notify the contractor and any affiliates involved.
- (6) The General Manager may enter into an administrative agreement with the contractor in order to resolve a debarment proceeding.
- (7) Period of debarment.
  - (A) Debarment shall be for a period commensurate with the seriousness of the cause(s). Generally, debarment should not exceed 3 years. If suspension precedes a debarment, the suspension period shall be considered in determining the debarment period.
  - (B) The General Manager may extend the debarment for an additional period, if the GM determines that an extension is necessary to protect the Tribe's interest. However, a debarment may not be extended solely on the basis of the facts and circumstances upon which the initial debarment action was based.
  - (C) The General Manager may reduce the period or extent of debarment, upon the contractor's request, supported by documentation, for reasons such as:
    - (i) Newly discovered material evidence; or
    - (ii) Reversal of the conviction or civil judgment upon which the debarment was based; or



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- (iii) Bona fide change in ownership or management; or
  - (iv) Elimination of other causes for which the debarment was imposed;  
or
  - (v) Other reasons the General Manager deems appropriate.
- (8) Scope of Tribal debarment.
- (A) The fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval, or acquiescence. The contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
  - (B) The fraudulent, criminal, or other seriously improper conduct of a contractor may be imputed to any officer, director, shareholder, partner, employee, or other individual associated with the contractor who participated in, knew of, or had reason to know of the contractor's conduct.
  - (C) The fraudulent, criminal, or other seriously improper conduct of one contractor participating in a joint venture or similar arrangement may be imputed to other participating contractors if the conduct occurred for or on behalf of the joint venture or similar arrangement, or with the knowledge, approval, or acquiescence of these contractors. Acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- (9) Suspension.
- (A) The General Manager may, in the public interest, suspend a contractor for any of the causes in §2.020(C), pending further investigation.
  - (B) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings (including an action for debarment pursuant to §2.020(D) above), unless sooner terminated by the suspending official or as provided in this subsection.
  - (C) If legal proceedings are not initiated within three months after the date of the suspension notice, the suspension shall be terminated.

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- (D) The scope of suspension shall be the same as that for debarment (see §2.020(D)(8), except that the procedures of §2.020(D) need not be used in imposing suspension

**§ 2.021 QUALIFIED BIDDERS LIST**

At least annually, CTSI shall give interested businesses notice and an opportunity to be included on qualified bidder's lists. Any pre qualified list of persons, firms or products which are used in the procurement of supplies and services shall be kept current and shall include enough qualified sources to ensure competition. Lists of pre-qualified Indians, Indian enterprises, or Indian organizations shall be maintained by CTSI. Contractors and other firms may qualify during any solicitation period.

**§ 2.022 BONDS**

(a) Bid Guarantee – For any construction, rehabilitation, and/or construction equipment contract exceeding \$10,000.00, all bids must be accompanied by a bid guarantee equivalent to 5% of the bid price. The bid guarantee can be in the form of a bid bond, certified check, bank draft, U.S. Government bonds at par value, or other negotiable instrument, and where the work or contract is to be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit comparable to the criteria listed in subsection 2(d) below. Certified checks and bank drafts must be made payable to the order of CTSI. The bid guarantee shall insure the execution of contractual documents and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

(b) Development & rehabilitation contracts: For construction or facility improvement contracts or subcontracts exceeding \$100,000.00, a successful bidder shall be required to submit one of the following forms of assurance of completion, in accordance with the approved method(s) set forth in the solicitation, within 10 days after contract award and as a condition of any contract.

- (1) Performance and Payment bonds in a penal sum of 100% of the total contract price; or
- (2) Separate performance and payment bonds, each for 50% or more of the contract price; or
- (3) a cash escrow deposited with CTSI of not less than 20% of the total contract price; or
- (4) An irrevocable letter of credit for 25% of the total contract price unconditionally payable upon demand of CTSI; or

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- (5) If allowed by regulation of any applicable funding agency, an irrevocable letter of credit for 10% of the total contract price unconditionally payable upon demand of CTSI, subject to compliance with a Monitoring and Disbursements Agreement.

(c) Bonds must be obtained from guarantee or surety companies acceptable to the United State Government, as listed in U.S. Treasury Circular Number 570. Individual sureties are not acceptable. 3. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the General Manager, at his or her discretion, may grant, shall render the bidder ineligible for award. CTSI may then either award the contract to the next lowest responsible bidder, if approved by Tribal Council, or solicit new bids. CTSI may retain the ineligible bidder's bid guarantee.

**§ 2.023 ASSISTANCE TO SMALL AND OTHER BUSINESSES**

(a) Required Efforts

(b) The CTSI shall make efforts to ensure that small businesses and individuals or firms located in or owned in substantial part by persons residing in the area of the CTSI project are used when required by a funding agency, regulation, and whenever possible. Such efforts shall include, but not be limited to:

- (1) Including qualified firms on solicitation mailing lists;
- (2) Encouraging participation through direct solicitation of bids or proposals;
- (3) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation;
- (4) Establishing delivery schedules, where the requirements permits, which encourage participation by such firms;
- (5) Using the services and assistance of the Small Business Administration;
- (6) Including a clause in contracts requiring contractors to the greatest extent feasible to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to

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business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 CFR 135, pursuant to Section 3 of the HUD Act of 1968.

(c) Definitions

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

**§ 2.024 INDIAN PREFERENCE IN PROCUREMENT REQUIREMENTS**

(a) General. To the greatest extent feasible, preference shall be given to Indian organizations and Indian-owned economic enterprises in the award of all contracts and subcontracts.

Preference must be provided in accordance with the methods set forth in 24 CFR 1000.52. Where Indian preference is determined not to be feasible, the responsible department shall document in the procurement file the basis for its findings, along with General Manager approval. Indian preference applies not only on-site, on the reservation, or within the CTSI's jurisdiction, but also to contracts with firms that operate outside these areas.

(b) Eligibility. Eligibility for Indian preference shall be established in accordance with the procedures in 24 CFR 1000.52. If CTSI or its prime contractor determines an applicant ineligible for Indian preference, the CTSI or prime contractor shall notify the applicant in writing before contract award, or filling the position or providing the desired training.

(c) Solicitations shall include all information required by Federal statutes, executive orders, and their implementing regulations, as provided in the relevant funding agency's requirements, including but not limited to, the following:

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- (1) A statement of the applicability of Indian preference to the solicitation, a date and time before the due date for Offerors by which offerors must submit evidence of eligibility for Indian preference, and to whom such submissions must be made.
- (2) the requirements of Section 3 of the Housing and Urban Development Act of 1968.
- (3) Information as to whether CTSI maintains lists of Indian-owned economic enterprises and Indian organizations by trade specialty, which are available to contractors and subcontractors for use in meeting Indian preference responsibilities.

(d) A requirement that Offerors (and their subcontractors) 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.

(e) CTSI's description of how information to be submitted on Indian preference will be evaluated and the factors that CTSI will use in judging the adequacy of the Indian preference information submitted.

(f) A statement that failure to submit the required Indian preference statements on subcontracting, training, and employment shall be grounds for rejection of the offer.

(g) A requirement that such contractor and subcontractor submit a certification with supporting evidence to CTSI whenever it is not feasible to provide Indian preference in subcontracting.

(h) For requests for proposals that are not restricted to Indian-owned economic enterprises or Indian organizations, the percentage or number of points set aside for Indian preference and the method for allocating these points.

(i) A requirement in unrestricted RFP's that subcontractors using request for proposals solicit subcontracts by reserving 15% of the available rating points for Indian preference in subcontracting and the criteria to be used in evaluating subcontractor proposals; and

(j) A requirement that offerors submit a list of core crew employees with their offers 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.

(k) a clause implementing Section 7(b) of the Indian Self-Determination and Education Assistance Act, where applicable:

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- (1) the grounds for termination of a contract or the imposition of penalties for improper subcontracting or false certification as to subcontracting with Indian enterprises or organizations.

(l) **Monitoring and Remedies.** The CTSI shall monitor the implementation of Indian preference in its contracts, subcontracts, training, and employment, and take appropriate remedial action to ensure compliance.

**§ 2.025 ETHICS IN PUBLIC CONTRACTING**

- (1) **General**

The CTSI shall adhere to Tribal codes of conduct.

- (b) **Conflict Of Interest**

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

- (1) An employee, officer or agent involved in making the award;
- (2) His/her immediate family member, as defined in the Tribal Personnel Manual §2.803(i) and Tribal Council Ethics Ordinance §2.200.
- (3) His/her partner (business or personal), or other business associate; or,
- (4) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

- (c) **Gratuities, Kickbacks, And Use Of Confidential Information**

CTSI Employees shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors, and shall not knowingly use confidential information for actual or anticipated personal gain. CTSI Employees shall comply with the requirements of the Tribal Personnel Manual §2.083(h).

- (1) **Prohibition Against Contingent Fees**

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

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(2) Violations Of Ethical Standards

The General Manager and Tribal Council are responsible for enforcing sanctions for violations of ethical standards in accordance with applicable Tribal law (the Personnel Manual and/or Tribal Council Ethics Ordinance).

**§ 2.026 TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION**

(a) Any type of contract which is appropriate to the procurement and which will promote the best interests of CTSI may be used, provided that cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited. A cost reimbursement contract shall not be used. A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

(b) Options

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

(c) Contract Clauses

- (1) In addition to containing a clause identifying the contract type, all contracts must include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in the relevant funding agency's requirements.
- (2) Unless otherwise agreed to by Tribal Council or the General Manager, all contracts or agreements shall, at least, address the following issues:
  - (A) Names of the parties;
  - (B) A description of each party including whether the party is an individual, a business and the type of entity;
  - (C) The term of the agreement, and whether the agreement is automatically renewable;

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- (D) The subject matter of the agreement (what is supposed to be done);
  - (E) The consideration to be paid;
  - (F) The payment of actual expenditures and/or mileage;
  - (G) The names and addresses of each parties' agent for the purpose of receiving notice;
  - (H) The termination of contract or escape clause;
  - (I) The administrative, contractual, and legal remedies available if the contractor violates or breaches the contract. All contracts of \$25,000 or more will also specify the conditions where the contract may be terminated for default or for circumstances beyond the control of the contractor.
  - (J) The clauses regarding Indian preference described in Section VIII.C.3.
- (d) Contract Review and Authorization.
- (1) Legal Review.
    - (A) All contracts presented to CTSI by an outside entity must be reviewed by legal counsel.
    - (B) All contracts generated by CTSI over the amount of \$5,000.00 must be reviewed by legal counsel.
  - (2) All contracts must be reviewed, signed and approved by the General Manager or Tribal Council, as follows:
    - (A) Any contract or agreement for services or supplies in an amount not to exceed \$50,000 during any calendar year may be negotiated by the General Manager or a staff representative delegated such authority, and reviewed by legal counsel.
    - (B) Any contract or agreement for services or supplies in an amount exceeding \$50,000 must be negotiated by the Tribal Chairman, General Manager, or delegate, and reviewed by legal counsel.
    - (C) The General Manager may approve and sign any negotiated contract or



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agreement in an amount not to exceed \$50,000.

- (D) The Tribal Council may approve and the Tribal Chairman will sign any negotiated contract or agreement in any amount. Tribal Council may delegate authority to negotiate contracts to specified staff.
- (E) Except as otherwise specifically provided in the Siletz Tribal Code, only Tribal Council may waive tribal sovereign immunity. Any waiver shall be in accordance with Siletz Tribal Code §2.250, Limited Waiver of Siletz Tribal Sovereign Immunity Ordinance.

(e) Contract Administration. A contract administration system designed to insure that contractors perform in accordance with their contracts shall be maintained. Each department responsible for monitoring the construction or development process must administer the contract to ensure the Tribe receives all the final services and products for which it contracted. The operational procedures required by §2.026 above, shall contain guidelines for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters.

**§ 2.027 PAYMENT METHODS**

(a) Petty Cash/Change Fund. Subject to the following conditions, the General Manager may establish petty cash fund which:

- (1) Will be established with a balance up to \$200.00 dependent on departmental needs and management approval.
- (2) Will be the responsibility of a custodian designated by the General Manager.
- (3) May be used upon approval of the fund custodian for purchases of less than \$20 such as postage, consumable supplies, and other incidental expenses.
- (4) May not be used for the following purchases:
  - (A) Mileage
  - (B) Motor vehicle rentals or repairs
  - (C) Advances or loans to employee, tribal members, or other persons
  - (D) Equipment or facility rentals
  - (E) Lodging, meals, or gasoline
  - (F) Fares for taxis, buses, or other forms of public transportation
  - (G) Any unallowable expense to contracts or grants.
- (5) The petty cash custodian is personally responsible for the funds under his/her

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control and will account to the accounting department each month for all expenditures from petty cash. The tribal finance officer or his designate will periodically, but at least once annually, conduct an unannounced audit to determine the funds status. A custodial agreement will be signed by custodian and a copy will be filed in central administration.

- (6) The accounting department will replenish the petty cash fund upon receipt of each custodian's request for replenishment.
  - (7) The accounting department may refuse to replenish any petty cash fund for which adequate expense records and receipts are not available or from which unauthorized purchases have been made.
  - (8) If a custodian fails to keep adequate control over the petty cash fund, the accounting department may withhold other payments personally due the custodian.
  - (9) Any disputes between a custodian and the accounting department over use of petty cash may be resolved by the General Manager.
  - (10) Before receiving petty cash, the employee will sign the Petty Cash Voucher Form.
  - (11) When the employee turns in documentation, the documentation will include the employee's signature, date, and program line item to be charged and receipt for goods or service: all of which will be attached to the Petty Cash Form.
- (b) Tribal Purchase Orders.
- (1) A tribal purchase order will be used whenever possible for the acquisition of office or program supplies, equipment, furnishings, or materials.
  - (2) A tribal purchase order may be initiated by any tribal employee who exercises responsibility for a program's operations. All employees initiating purchase orders are responsible for ensuring available funding and allowability under program goals.
  - (3) Any person who initiates a purchase order will record the program or account against which the purchase will be charged. The purchase order will record a list of all items to be purchased with the estimated cost and a reason for purchase.
  - (4) All purchase orders must receive the prior approval of the program supervisor before a number is assigned from accounting.

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- (5) Two copies of each purchase order will be furnished to the accounting department. The purchase order form is made up of 4 copies: white - is the vendor's copy; yellow - copy goes to accounting at the time the purchase order is initiated; pink-is the program's file copy; golden rod - initiates payment and will be submitted signed with the vendor receipt to the General Manager for final signature approval.
- (6) Upon receipt in new condition of the property ordered, the person initiating the purchase order will furnish the accounting department with the vendors receipt and the signed received golden-rod copy of the purchase order.
- (7) Purchase orders that provide services to clients must be signed by the client acknowledging receipt of goods or services.
- (8) Purchase orders that provide items (including food and drink) to group activities, must have a signature sheet of participants attached.
- (9) Accounts Payable department matches the invoice received directly from vendors with the receiving report or packing slip, purchase order goldenrod copy and purchase order yellow file copy. If found in order, the accounts payable department processes the check disbursement.
- (10) All purchase orders must receive the approval of the program manager and the General Manager for initiation of payment: except for Contract Health Services purchase orders which require the signature of the designated Health department official.
- (11) Any purchase order which exceeds the amount of \$50,000.00 must have prior approval of a Tribal Council member.

(c) Check Requests. Where purchase orders are not accepted, a check request may be used to initiate payment for tribal expenditures.

- (1) A check request may be initiated by any tribal employee who exercises responsibility for a program's operations.
- (2) Any person who initiates a check request will record the program and budget line item against which the expense will be charged.
- (3) All check requests will receive the prior approval of the program supervisor and the General Manager: except for Alternative Health and Out of Service Area check requests which require the signature of the designated Health department official.

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- (4) Any check request of \$50,000.00 and over must receive the approval of a Tribal Council member.
- (5) The accounting department will not process any check request or issue a check until it receives both the required approvals and adequate documentation to support the expense.
- (6) Check requests must be submitted by date established by the Tribal Council calendar and with adequate time to capture vendor discounts or meet the invoice due dates.
- (7) All check requests must have adequate documentation to complete the process. The accounting department may refuse to process any check request for any employee/representative who has an outstanding check request that is over 30 days old or incomplete.

(d) Reimbursements. With approval from the Chief Executive Officer, tribal services may be given to clients on a reimbursement basis in emergent situations. This may include instances where tribal services cannot be provided timely or due to administrative error. The Tribe shall not otherwise reimburse clients. Tribal employees may be reimbursed only for allowable program expenditures which receive prior approval from the program supervisor.

**§ 2.028      PROPERTY**

(a) The General Manager is responsible for assuring that all tribal property is maintained and protected from loss or damage.

(b) Procedures.

- (1) Definition. As used in this section, the term “tribal property” includes real property, personal property, buildings and facilities, and fixtures, whether acquired by purchase, loan, lease, rental, grant, gift or bequest, in which tribal government has a possessory interest for more than one year.
- (2) The tribal accounting department will identify all personal property with an actual value of \$5,000 or more, and all physical property related to the computer and automated data processing system of the Tribe. (The Tribal Computer Policy sets forth the detailed purchasing requirements for computer equipment and software.) All such property will be marked with an individual property identification tag. The accounting department will maintain a register of such property and of all other tribal property. This register will describe:

(A) The property’s characteristics and condition.

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- (B) The property's tribal identification number as assigned by accounting.
  - (C) Other identification numbers affixed to the property.
  - (D) The property's source and date of acquisition.
  - (E) The property's location.
  - (F) The property's purchase price or actual value.
  - (G) The percent and source of all funds used in the property's acquisition.
  - (H) The property's expected useful life.
  - (I) The property shall be depreciated in accordance with GAAP.
- (3) Under the direction of the General Manager, the accounting department and the Property and Procurement Officer will conduct a physical inventory of all tribal property every two (2) years to verify its condition and location. This inventory will be reconciled with the master inventory list and the general ledger.
- (4) The accounting department will prepare a fixed assets report following the inventory. This report will identify all property that has been lost or damaged, all property that has been moved to another location, all property that is no longer suitable for use by tribal government, and all property that is surplus to the needs of tribal government.
- (5) The General Manager will promptly notify the Tribal Council and appropriate law enforcement agencies of tribal property that has been stolen or intentionally destroyed. The accounting department will remove such stolen or destroyed property from the property register upon notice from the General Manager that the notified law enforcement agencies have completed their investigations.
- (6) Each department will annually identify all personal property with a purchased value of less than \$5,000 but more than \$50.00 in the possession or control of Tribal Government. Each department will maintain an inventory of such property. This inventory will include:
- (A) A physical description of the property.
  - (B) Any identification number.
  - (C) The location of the property.

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- (c) Tribal government property may be loaned to tribal members by the General Manager.
  - (1) A property loan agreement form must be signed by the tribal member and by the General Manager. Dependent upon the value of the property loaned, a deposit may be required.
  - (2) If property loaned to a tribal member is lost, destroyed, damaged, or not returned, the responsible tribal employee will notify the General Manager. The General Manager will report the matter to the Tribal Council.
  - (3) Teepees, tents, and automotive vehicles will not be loaned unless authorized by Tribal Council.
  
- (d) The General Manager shall be responsible to excess property determined to be surplus to the needs of tribal government in such manner as the Council deems appropriate.
  - (1) The process to excess tribal property is the responsibility of the Tribal Property and Procurement Officer.
  - (2) Unless specific applicable federal regulations provide otherwise, the process to excess tribal property is as follows:
    - (A) The Property and Procurement Officer will maintain a list of all excess property of the Tribe.
    - (B) The Property and Procurement Officer shall advertise all excess property valued at \$250 or more for thirty days for sealed bids including at a minimum, a list on the CTSI website.
    - (C) The Property and Procurement Officer will also schedule quarterly excess sales for property of \$250 or less.
  - (3) The Advertisement for excess property shall include:
    - (A) Location of Site
    - (B) Date of Sale.
    - (C) Contact person for description of property and bid method.

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- (4) Any property may also be donated to a nonprofit organization, school, or other similar organization selected by the General Manager in lieu of advertisement when donation is deemed good will.
- (5) All revenue generated from sale of excess property will be allocated through the Tribal Budgeting process.
- (6) The department will identify damaged and/or obsolete property and schedule for disposal upon approval of the General Manager

**§ 2.046 EMPLOYEE TIME REPORTS/SHEETS**

(a) Tribal employees and representatives will submit a completed time report to their supervisor or other designated tribal official before receiving their pay checks. Each tribal employee and representative will keep a daily log of the number of hours worked.

(b) Any employee or representative who is responsible for more than one program area or who is paid from more than one program account will also record the number of hours worked each day in each program on the timesheet. By noon on the date designated on the Tribal Calendar each employee will submit a completed bi-weekly timesheet based on the daily log and forward it to his or her supervisor for approval before receiving payment for the period worked.

(c) The timesheet will reflect the number of hours worked, as well as hours charged for paid leave, leave without pay, or tribal holiday. Timesheets must be certified by the employee and must be signed by the appropriate Tribal Official.

(d) The following tribal employees are authorized to approve time reports/sheets for employees under their supervision: The General Manager and other program managers and supervisors.

Tribal client timesheets will be signed approved by their work site supervisor and program director.

(e) Timesheets that are submitted after the required due date may be processed on the following pay period.

(f) A Tribal Council member is authorized to approve time reports for the General Manager, for members of the Tribal Council, for members or employees of tribal committees who are compensated for their work, for employees of the Tribal Council, and for all other persons whose employment is beyond the responsibility of the General Manager.

(g) The General Manager or his or her delegated personnel may approve time and attendance, travel advances, or travel reimbursements for Tribal Council members in the event that a Tribal Council member is unavailable, or the signature by the member is deemed inappropriate.

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**§ 2.048 USE OF LEGAL SERVICES**

(a) Tribal employees and representatives will use legal services furnished by tribal government when necessary for the operations and programs under their authority.

- (1) The General Manager will approve all requests from tribal employees for assistance from the tribal attorneys.
- (2) The program managers will approve requests from employees for assistance from the Staff Attorney.
- (3) The tribal chairman will approve all requests from tribal representatives for assistance from the tribal attorneys.
- (4) Before providing tribal employees or representatives with legal assistance for which tribal government will be billed, the tribal attorney will verify that necessary approvals have been obtained.
- (5) Tribal Council must approve the Tribal Attorney(s) invoices before submitting to accounting for payment.

**§ 2.053 TRIBAL OFFICE POLICY**

(a) No food of any kind is allowed anywhere in the building other than the Staff Lunchroom, and the conference rooms (with the exception of meeting medical requirement(s)).

- (1) All beverages in office areas of building must be in “spill proof” containers.
- (2) Any dishes or utensils used in the staff lunchroom must be placed in the dishwasher immediately after use, and removed and placed in proper cabinet or drawers the following business day. All spills or messes must be immediately cleaned up.
- (3) Coffee areas are the responsibility of the Department Manager and must be kept clean on a daily basis, including: putting all cups, dishes, and related utensils in proper cabinets or drawers, unplugging electric coffee makers, and wiping off counter space and sink at the end of every business day.
- (4) Spills, trash, etc. are the responsibility of the person creating them. Nothing, whatsoever, can be placed on the “Light shelves” of the southern exposures of the Admin building.



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(b) Smoke Free Workplace Policy

- (1) The Tribe recognizes the health concerns related to the use of Commercial tobacco. Effective 02/19/10, “The use of commercial tobacco products will not be permitted on any tribal campus in and around Siletz Tribal offices, except in designated smoking areas”. The restricted areas where smoking and the use of smokeless tobacco is prohibited and not allowed on or near the grounds. These include the fitness center, gymnasium, Childcare facility and the new health clinic facility.
- (2) It additionally prohibits smoking within 25 feet of tribal building entrances and exits, in tribal vehicles and it generally establishes no smoking zones in, around or near areas where smoke could enter buildings. Designated smoking zones will be established and clearly marked.
- (3) The policy further establishes and supports the Tribe’s efforts to protect the tribal youth from the harmful effects of tobacco use, tobacco smoke, and the use of smokeless tobacco.
- (4) Smoking or the use of smokeless tobacco by Employees while on duty is permitted only in designated smoking areas during the Employee's lunch and two 15-minute breaks.
- (5) Employees will take the responsibility for reminding one another and visitors of the no smoking policy. Also each Employee will be responsible for making sure that refuse is disposed of in a safe and sanitary manner.

**§ 2.054 FACILITY ACCESS POLICY**

(a) In order to assure the safety and security of Tribal employees, clients, visitors and property and to insure that only authorized personnel have access to the Tribe’s facilities, the following policies are adopted:

- (1) Tribal ID badges must be visible at all times. Employees must show an ID badge or use swipe card for access to restricted areas of tribal offices.
- (2) All temporary and WEX employees are to be issued temporary badges with access only to the area they are assigned to work in.
- (3) Tribal Council will be assigned Tribal ID badges and access privileges.

(b) Visitors, Guests and Clients:

- (1) All visitors to the Tribal offices must sign in and out with the front desk

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receptionist.

- (2) All visitors, guests and clients will be announced to the person they are requesting to see. No visitor will be allowed access to any personnel without advanced notification first.
  - (3) All visitors, guests and clients will be escorted to and from restricted areas.
- (c) Suppliers, Contractors, Vendors or Delivery Personnel:
- (1) Delivery personnel (i.e. UPS, Federal Express, Pepsi, Recall, Etc.) will be permitted to make their deliveries to the appropriate areas (based on daily security conditions), provided they do not go outside normal areas.
  - (2) All vendors must have pre-authorization from the designated official in each respective office to set up displays and/or conduct business or sales. All special committees and organizations fall under this rule.
  - (3) No vendor, guest or visitor will be allowed to roam the building unescorted.
- (d) Safety and Security - Visitor/Client/Guest Access and Contacts:
- (1) Physical or verbal abuse, harassment, the use of foul language or intimidation will not be tolerated in any form (in person, telephonic, writings). Bullying, harassment, and/or sexual harassment of Tribal employees, other participants, clients, or community members is prohibited. See Tribal Personnel Manual §2.883 for definitions.
  - (2) Persons under the influence of drugs or alcohol may be excluded from CTSI property or tribal program activities.
  - (3) Consequences for Violations:
    - (a) Any person engaging in any of the above behaviors may be refused services and, when warranted, will be asked to leave the premises.
    - (b) Abusive telephone conversations shall be terminated after one polite warning and the Employee should report the incident to their direct Supervisor.
    - (c) Abusive e-mail or other written correspondence will be closed and immediately forwarded to the Program Manager for response.
    - (d) Violation of this policy may result in an administrative order taken pursuant to the Tribal Administrative Procedures Ordinance barring the violator from the Tribe's facilities for a period of time.

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**§ 2.055      CONDUCT POLICY**

(a) Introduction. All Tribal Employees, Tribal officials, Judges and volunteers for the purposes of this policy shall be referred to as "Employees" and shall adhere to this Conduct Policy or be subject to the enforcement procedures outlined below. Tribal Council will follow their Ethics Policy and are not bound by this conduct policy.

(b) Tribal Identification Badges: All employees, WEX placements, temporary employees, etc., must wear their ID badges so that they are visible at all times. Additionally, employees who work in the administration building are expected to swipe in and out of work at the beginning and end of their shift through the rear entrance of the administration building. This does not take the place of signing in or out according to department or supervisor request, but is in addition to normal procedures.

(c) All Employees shall comply with and/or recognize the laws, policies, priorities and procedures of the Tribe now in effect or issued or developed in the future.

(d) No Employee shall use their position to threaten, intimidate, or attempt to influence an Employee or department in any manner inconsistent with the laws, policies, priorities, and procedures of the Tribe.

(e) No Employee shall deviate from established Tribal policies without written authorization of the Employee's Supervisor, or if the Employee has no Supervisor, the Tribal Council or their delegate.

(f) Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the Tribe. A failure to behave in accordance with such expectations may subject an Employee to disciplinary action. Such conduct includes:

- (1) Complying with all applicable laws (including criminal laws), policies, regulations or procedures. If the General Manager has reasonable grounds to believe an Employee has violated this subsection, where an investigation is ongoing, a conviction, guilty plea or plea of no contest has not been obtained, the General Manager shall have the authority to place the Employee on suspension, with or without pay:
  - (A) Until an investigation is complete (or, if it appears the investigation may last more than two weeks, until the General Manager's request for a longer period of suspension can be presented to the Tribal Council as required per section 2.858 of the Tribe's Personnel Manual, at which time the Tribal Council may approve or deny an extension of the suspension), or
  - (B) When an Employee has been charged with a serious crime, pending resolution of any court proceedings related to the accusation of such crime.

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- (2) Complying with all Tribal safety and security regulations.
- (3) Maintaining work place and work area cleanliness and orderliness.
- (4) Treating all customers, visitors, and fellow Employees in a courteous manner.
- (5) Refraining from behavior or conduct deemed offensive, undesirable, or contrary to the Tribe's best interests, including engaging in activities of a personal nature on paid work time.
- (6) Failing to report to the Employee's Supervisor, and/or a designated management staff person, behavior or evidence indicative of conduct by fellow Employees or clients in violation of any applicable laws, ethical obligations, or policies. The Supervisor shall immediately forward the report to the General Manager.

(g) The following conduct is prohibited and will subject the individual involved to disciplinary action:

- (1) The reporting to work under the influence of alcoholic beverages and/or illegal drugs, including narcotics, or the sale, use, dispensing, or possession of alcoholic beverages and/or illegal drugs or narcotics on Tribal property.
- (2) The use of profanity or abusive language.
- (3) The possession of firearms or other weapons at the workplace, unless authorized otherwise by the General Manager or applicable law.
- (4) Insubordination or the refusal by an Employee to follow a Supervisor's authorized instructions concerning a job-related matter.
- (5) Fighting or assault on a fellow Employee or client.
- (6) Theft, destruction, defacement, or misuse of Tribal property or of another Employee's property.
- (7) Altering without authority, or falsifying any Tribal record or report.
- (8) Threatening or intimidating Supervisors, Tribal officials, co-workers, or clients.
- (9) Violations of the dress code.
- (10) Engaging in any violation of the Productive Workplace Policy.

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- (11) Violating the procedures for disclosing confidential information as outlined in the Personnel Manual, Section 2.811 Confidential/Privileged Information.
- (12) Attempting to enter into a relationship with a client that conflicts with the interest of the client, or one that may impair professional judgment and increase the risk of exploitation of the client.
- (13) Employee are expected to model positive behavior when working with children and youth. This includes but not limited to, personal behavior when they represent the Tribe or Tribal Programs. This behavior includes refraining from smoking and/or alcohol use during an event sponsored by the Tribe.

The examples provided above are illustrative of the type of behavior that will not be permitted, but are not intended to be an all-inclusive listing. Any questions with this policy should be directed to the Human Resources Manager.

(h) Favors or Gifts. Employees shall not accept any favor, service, gift, or other item, excluding meals and food, from any vendor, contractor or individual firm having, or proposing to have business with the Tribe, when the value of such item exceeds \$300. Any Tribal Employee who receives such favor or gift will notify his or her Supervisor immediately and will return the item immediately.

(i) Conflict of Interest. No Employee shall engage in any decision, which would be likely to result in a financial benefit or advantage to them, or their immediate family. Immediate family includes father, mother, son, daughter, husband, wife, sibling, or any other person living in the household. A conflict of interest, for example, exists when an Employee participates in any job interview where a qualified applicant for that job is a member of the Employee's immediate family. A conflict of interest does not exist when an Employee's decision benefits a general class of persons.

(j) Contract Awards. No contract for services to Tribal Government will be entered into if a Tribal Employee has an interest in the contracting entity without full disclosure to the Tribal Council, and approval of the Tribal Council prior to executing such contract.

(k) Supervision of Relatives. No Tribal Employee will directly supervise, or be supervised by, a member of the Employee's immediate family.

(l) Enforcement Procedure. Tribal Employees under the supervision of the General Manager, and Tribal volunteers shall be subject to the disciplinary sanctions identified in the Siletz Tribal Personnel Manual, up to and including termination of employment.

(m) Appeals of Enforcement. Tribal Employees may appeal disciplinary decisions as provided in the Siletz Personnel Manual.

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**§ 2.056      CLIENT INFORMATION SHARING POLICY**

(a) This policy section applies to individual records, whether computerized or manually filed information. It does not apply to Tribal Public Records, which are addressed in the Public Records ordinance, §2.900 *et seq.*

(b) In order for Tribal employees to fulfill their mission of assisting tribal members and program participants (referred to in this section as “clients”) to reach their highest potentials, it is necessary for staff to share information. Information sharing is vital to determine eligibility, provide support, conduct case planning and effectively deliver services.

(c) The Information Sharing Policy governs the collection of information needed to serve clients while protecting them from unauthorized, inappropriate disclosures of personal information.

(d) Employees must exercise care and fairness in the collection and holding of client information. The Tribe does not maintain “secret” files on individuals; clients will be informed at the time information is collected about why it is needed and how it will be used. Individuals shall have access to their own client records (subject to other individuals’ privacy rights) and shall be provided with the opportunity to correct inaccuracies. Programs which have additional guidelines or requirements through their funding agencies or by tribal or federal regulation will adhere to those policies also.

(e) Management/Supervisors - Tribal management is responsible for the implementation and adherence to the Information Sharing policy. Periodic reviews are to be made regarding compliance to the Tribal Law. Incidents of alleged non-compliance will be investigated and appropriate action taken. Supervisors will review client requests for record amendments as described in §2.056(i) below.

(f) With regard to the collection of client information, employees will:

- (1) Insure that information collected is necessary for eligibility determination, providing support, conducting case planning and/or effective service delivery. Only personal information that is relevant and necessary to accomplish a specific objective is to be collected.
- (2) When the employee reasonably anticipates that information will be sought or shared between internal or external programs or providers, the employee must obtain a signed Release of Information form approved for use by their program.
- (3) When an employee seeks to use information for purposes other than originally intended, a valid Release must be on file or must be obtained from the individual.
- (4) Collect information directly from the individual rather than other sources whenever possible.
- (5) Make clear to the client the purpose for collecting the information and the effect of a refusal to give necessary information.

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(g) Information of a confidential nature needs to be protected within a locked area when the file area is not staffed. It is also the employee's responsibility to know and follow proper information disclosure procedures when giving information.

(h) Requests by individuals to see their records must be in writing and should indicate which information they want to see. The employee must verify the client's identity before the requested information can be released. The request needs to be acknowledged within ten working days. Photocopies of information released to a third party will be accompanied by a statement prohibiting use of the information for other than the stated purpose, release to any other party, and that the copies must be destroyed after the stated need has been fulfilled. Duplicating costs will be borne by the individual requesting the records.

(i) Requests to amend factual, verifiable information must be in writing and must state the reason for the desired change. Staff must acknowledge the request within ten working days and advise the individual as to when they can expect a decision. The program supervisor must complete their review within thirty days. If the request for amendment is accepted, the information on file will be changed and the client shall be notified. If the request for amendment is not accepted the client will be given reasons for the decision and advised of their appeal rights. All requests, appeals, and findings will be part of the file.

(j) Exceptions. An employee may request or share client information with any other tribal employee where there is a legitimate business reason and the information is part of the public record of the Tribe, or any other public or Tribal entity, or where the information is necessary to determine the client's eligibility or continued eligibility for Tribal services or to provide such services to the client. In addition, an employee may provide client information when ordered by a court of competent jurisdiction.

(k) Penalties. Willful disclosure of personal information or disregard of the provisions of this policy may result in disciplinary action, up to and including discharge from Tribal employment.

**§ 2.057 TRIBAL CREDIT CARD POLICY**

(a) This policy applies to all Tribal credit card holders, including (credit card charges review and approval by the Tribal Chairman or designate) for Tribal General Manager, the Siletz Tribe Gaming Commission Executive Director, Hearings and Appeals Chairman, the Internal Audit Director and the STBC Director.

(b) Financial Responsibility – individuals receiving credit cards will be required to sign an agreement Form TCC 418-1. The individual assumes direct responsibility for all the expenses on the account while the card is under their responsibility. Any unreceipted, unauthorized or disallowed expenses shall be the personal liability of the individual and must be reimbursed by check within ten (10) working days from the date the expense was incurred or five (5) working days before the billing due date for payment whichever comes first. A deduction / (payroll) for the full amount on the next reimbursement/ (pay period) shall be authorized by the Chairman for Tribal Council, Committee Members and Board, Gaming Commission Executive Director, Internal Audit Director, Hearings and

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Appeals Chairman, STBC Director, General Manager and Executive Secretary to Tribal Council. The General Manager is authorized to deduct from payroll or reimbursements for staff cardholders.

(c) Allowable Expenses – Credit card may be used for budgeted and allowable business and governmental related expenses for the operations of the Tribal government and Tribal programs.

(d) Disallowed Expenses – Under no circumstances shall purchase of personal property, entertainment, or other personal expenses be charged to the account.

(e) Limit – The credit card limit on each card shall be as follows unless tribal needs dictate a temporary increase to be approved by General Manager for Staff; Tribal Chairman for Council and General Manager:

1.	Chairman	\$ 20,000
2.	Vice Chairman	\$ 10,000
3.	Secretary	\$ 10,000
4.	Treasurer	\$ 10,000
5.	Council Member	\$ 10,000
6.	General Manager	\$ 10,000
7.	Internal Audit Director	\$ 10,000
8.	Executive Secretary to Tribal Council	\$ 10,000
9.	Staff	\$ 10,000

(f) Number Of Cards Issued – Only one (1) card shall be issued to each Tribal Council or managerial staff or others as designated by the Tribal Chairman or General Manager.

(g) Official Tribal Business – On certain situations, credit card may be used for other official tribal business expenditures. Approval of the Chairman for Tribal Council Members, Gaming Commission Executive Director, Internal Audit Director, Hearings and Appeals Chairman, STBC Director, General Manager and Executive Secretary to the Tribal Council is required prior to the expenditure. Approval of the General Manager is required for staff prior to the expenditure. Furthermore, the credit card holder shall indicate on the back of the receipt the name of the third party and brief justification of the expenditure.

(h) Documentation – Original detailed receipt must be forwarded to the Executive Secretary to Tribal Council for Tribal Council members and Administration Manager for staff by the 10th working day from the date of arrival or five working days prior to the due date of payment whichever comes first. These receipts shall support the charges shown on the monthly credit card statements of account.

(i) Internal Dispute – Unresolved disputed amount shall be paid and charged against the cardholders accounts receivable account when the due date for payment without service charges is compromised.

(j) Internal Control-Chairman or designate shall review and approve the credit card charges



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of the Tribal General Manager, Internal Audit Director, STGC Executive Director and the Hearings and Appeals Chairman and the STBC Director prior to payment.

(k) Procedure

- (1) Credit card holders forward a check (where applicable) or detailed original receipts to the Executive Secretary to Tribal Council and/or the Administration Supervisor by the tenth working day from the date of arrival (for receipts) (*10<sup>th</sup> working day from the date the expense was incurred for checks*) or five working days prior to the due date of payment, whichever comes first.
- (2) Executive Secretary to Tribal Council and/or Administration Supervisor matches the receipt with the statements of account.
  - (A) If found in order, a check request is prepared and forwarded together with the supporting documentation to pertinent authorized signatories.
  - (B) If not in order and it is five working days before the due date, prepares a check request and charges disallowed and / or disputed items to the cardholder's Accounts Receivable account.
- (3) Authorized signatories approve the check request and forwards to accounting department.
- (4) Accounting department processes the check and mails the check in time to be received by the creditor prior to the due date.

**§ 2.058 FINANCIAL RECORDS POLICY**

(a) All accounting and financial records for tribal government will be maintained by the accounting department under the control of the General Manager.

(b) Tribal government will retain in a locked, fire-resistant safe the following accounting financial records. Backups of the accounting system shall be stored off-site in a protected environment.

- (1) General Ledger
- (2) Accounts receivable journal
- (3) Sales and cash receipts journal
- (4) Accounts payable purchases journal
- (5) Cash disbursement journal

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- (6) Payroll journal
- (7) Payroll labor distribution reports
- (8) Financial statements
- (9) Year-end financial reports
- (10) Bank account reconciliation

(c) Tribal government will retain and safeguard all accounting and financial records according to federal and tribal regulations and policies.

(d) For purposes other than those required or restricted by law, LaserFiche copies shall be accorded the same treatment as original.

**§ 2.059 ACCOUNTING PRACTICES POLICY**

(a) The tribal accounting department will develop and adhere to such accounting practices as the department and the General Manager agree are necessary for the efficient operation of the department and for the effective administration of tribal government in accordance with GAAP, GASB, Circulars A133 and A87. These practices will be documented in a written manual approved by the General Manager.

(b) The tribal accounting manual will elaborate the technical measures necessary to carry out the administrative and financial policies and procedures in this manual, including such forms and materials as are appropriate for maintaining complete and accurate financial records.

(c) The tribal accounting manual will incorporate the following measures to assure adequate internal controls over the handling of tribal funds:

- (1) A double-entry accounting system shall be used.
- (2) Custodial functions should be separate from recording functions.
- (3) Payroll and accounts payable disbursements shall be performed by staff other than the person generating the disbursement.
- (4) All non payroll cash disbursements shall be supported by original invoice or other documents and approved by the appropriate tribal authority.
- (5) All tribal checks and/or electronic funds transfers shall be approved/signed by the appropriate tribal authorities before they are disbursed.

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- (6) All personnel actions which affect payroll, shall be approved by the General Manager or other designated tribal employee or representative.
- (7) All bank and investment accounts shall be reconciled to the general ledger each month and approved by the Tribal Controller.
- (8) All sub-ledgers should be reconciled to the general ledger each quarter.
- (9) All general journal entries shall be fully documented and reviewed by the supervisor and approved by Tribal Controller or his/her designate.
- (10) All financial statements and program reports be reviewed by the Tribal Controller and Administrative Manager of the accounting department and be approved by the General Manager before distribution.
- (11) Separate bank accounts shall be established only when specifically required by the funding agencies and when approved by the Tribal Council upon the recommendation of the Investment Committee.
- (12) All financial records of tribal government shall be externally audited.
- (13) Audit Committee shall recommend to Tribal Council any significant changes in the operations of the accounting department or in the way that financial transactions are recorded or reported.

**§ 2.060 DISBURSEMENTS OF FUNDS POLICY**

- (a) Tribal government and its employees will follow the procedures in this manual when tribal funds are either obligated or paid.
- (b) The accounting department will process any claim, voucher, or invoice for payment only when the required approvals have been obtained and the necessary documentation has been submitted. Payment may take the form of either check or electronic funds transfer.
- (c) All Tribal Council members will be authorized to sign tribal checks. The Tribal Council may authorize the General Manager, Assistant General Manager and Administrative Manager to sign tribal checks.
  - (1) Two signatures will be required for all tribal checks.
  - (2) All persons authorized to sign checks on behalf of tribal government must be bonded.
- (d) Disbursements made in advance of receipt of goods or services become a receivable from

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the Program Manager. Receipts supporting the amount of the disbursement shall be submitted in a timely manner. If receipts and any associated change is not submitted to the accounting department within 45 days of disbursement, a payroll deduction shall be authorized against the responsible party. Appropriate disciplinary action may be instituted.

**§ 2.061 RECEIPT OF FUNDS POLICY**

(a) Except where an approved Tribal Council policy provides otherwise, any Tribal department or program that receives funds for any purpose shall:

- (1) Issue a receipt to the person from whom they receive the funds; and
- (2) By the end of the same business day, bring all funds and copies of receipts to Accounting for deposit into the bank. Accounting will issue a receipt to the department representative turning over the funds.

(b) The Accounting or Patient Accounts Departments shall be responsible for recording and depositing all funds received by the Tribe in a timely manner.

(c) Individuals or entities, which present a check for payment of obligations to the Tribe, will be assessed a fee should the check be returned for non-sufficient funds. The amount of the fee is subject to review and change annually.

(d) Should an individual/entity have checks returned twice in a one-year period, the Tribe will no longer accept checks from that individual/entity for a period of one year from receipt of the 2<sup>nd</sup> check. After the one-year time frame has lapsed, the individual/entity will be placed in a probationary status for one year and will, once more, be permitted to pay by check. If the individual/entity presents no further bad checks while on probation, the “probationary” status will be removed. However, should a check be returned for NSF while on probation, the Tribe will no longer accept checks from the offending individual/entity.

**§ 2.062 PAYROLL PRACTICES POLICY**

(a) Tribal government will compensate tribal employees and representatives for their job-related service on a bi-weekly basis. All employees are required to receive their pay electronically into a checking, savings or investment account, or pre-paid debit card, for example.

(b) The accounting department will prepare all necessary payroll records and disbursements for the work of tribal employees during the previous bi-weekly period, unless otherwise directed by the Tribal Council or by the General Manager because of a financial emergency.

- (1) If the regular pay day falls on a tribal holiday or another day when tribal offices are officially closed, the preceding work day will be considered the pay day.

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- (2) No paycheck shall be released earlier than the regular payday and time unless approved in writing by the General Manager, and in no circumstances may the check be cashed before the date on the check.
  - (A) An early check release may be requested by the employee before the regular pay day if the employee will be on leave or away from the office on Tribal business, and the accounting department has the check processed. The supervisor's and General Manager's approval must be in writing. Employees who violate this provision are subject to disciplinary action.
  - (B) Employees who have automatic deposit of their regular paycheck will not be eligible to receive an early check release or early deposit.
- (3) Emergency payroll draws may be requested by an employee if a situation has occurred, which caused a personal emergency and could not have been predicted, or a catastrophic situation occurs. The amount of the draw request will not exceed 80% of actual hours worked during the current pay period, and it will be fully deducted from the employee's next regular paycheck. This requires General Manager approval and is limited to one per calendar year.
- (4) No pay check will be generated for a tribal employee or representative unless the employee or representative has completed a time distribution report and has it approved by the appropriate tribal official.
- (5) No pay check will be given to a tribal employee or representative if the General Manager has reasonable grounds to believe that the employee or representative is not entitled to the check, in whole or in part, and that tribal government will have difficulty in recovering any amount overpaid on the next regular, or on a final, pay check.

(c) The accounting department will withhold from each pay check such amounts as are necessary to pay an employee's taxes, insurance, and other authorized payroll deductions on a bi-weekly basis. Each employee will receive an itemized statement on the pay stub of all amounts withheld or deducted with each pay check.

- (1) Other payroll deductions may include garnishments issued by Tribal Court and accounts receivable due to the tribe from personal uses of tribal resources.

(d) In the event that an employee's bi-weekly time distribution record reports that the employee worked less than a full pay period, the supervisor will charge the time not worked against the employee's accrued annual, sick, or other leave, as authorized in this manual. If such leave is not available, the accounting department will adjust the employee's pay check to reflect leave without pay.

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(e) Employees who are terminated, whether it be voluntary, involuntary, or mutual consent will be paid following completion of their final working day, subject to offset/reduction for delinquent debts owed to the Tribe or unreturned property. Supervisors of terminated Employees are responsible for forwarding the necessary paperwork to the Accounting Department (See Personnel Manual §2.824)

(f) All leave balance are reflected on pay stubs. Pay stubs only reflect the activity of that pay period and year to date balances.

**§ 2.063 ACCOUNTS RECEIVABLE POLICY**

(a) The accounting department, under the direction of the General Manager, is responsible for assuring that moneys owed tribal government are paid as promptly as possible.

(b) The accounting department will provide the General Manager each quarter with a schedule of accounts receivable that identifies those accounts past due.

**§ 2.064 ACCOUNTS PAYABLE POLICY**

(a) The accounting department, under the direction of the General Manager, is responsible for assuring that tribal government resolves its obligations within 30 days of their receipt of an approved invoice or other document.

(b) The accounting department will provide the General Manager each quarter with a schedule of accounts payable by tribal government that identifies those accounts more than 90 days past due. The schedule will indicate the reason or reasons payments have not been made for all accounts more than 90 days old.

(c) When so directed by the Tribal Council or by the General Manager because of a financial emergency, the accounting department will notify each person for whom payment has been delayed, or will be delayed, longer than 30 days of the reason for the delay and the expected date for payment.

**§ 2.065 FRINGE BENEFITS COMMITTEE POLICY**

(a) Tribal Council Role and Responsibility

(1) Tribal Council shall appoint a Fringe Benefits Committee.

(2) Tribal Council shall approve all of the following material changes or modifications to the Group Benefits Plan:

(A) Change of a financial nature including but not limited to changes to premiums, co-insurance, co-pays, deductibles, and out-of-pocket maximums.

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- (B) Any other change or modification that would affect the liability of the Group Benefits Plan.
- (b) Fringe Benefit Committee Role and Responsibility
- (1) The Committee shall obtain a simple majority vote from the quorum of its members for all material changes or operational decisions to the Plan. Quorum shall be five votes. Committee members may serve for an undefined duration.
  - (2) The Committee shall consist of a total of eight (8) voting members. The voting members and alternates shall be identified by each entity. The breakdown of voting members by entity is as follows:
    - (A) CWCR- 3
    - (B) CTSI- 2
    - (C) STGC- 1
    - (D) STBC- 1
    - (E) Tribal Council- 1
  - (3) The Committee shall meet no less than quarterly. Any two members may call for a Special Committee meeting. Notice of meeting shall be sent out to members seven days before the scheduled meeting date or special meeting date.
  - (4) The Committee shall review and render decision for all Plan contracts and or renewals.
  - (5) The Committee shall review and render decisions for all Plan complaints and grievances that are not resolved at the Plan Administrator level.
  - (6) The Committee shall review and render decisions for all Plan appeals.
  - (7) The Committee shall ensure that any major services or material purchases provided by external vendors shall follow the required CWCR procurement processes.
- (c) Miscellaneous
- (1) The Governmental Entities and or Enterprises may recommend revisions to the general terms of the Official Definition of Authority of the Group Benefits Committee through the Plan Administrator at any time.
  - (2) Waiver of Group Benefits Guidelines: The General Managers of the Tribal Government or its Enterprises may request through Group Benefits Committee a

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waiver of fringe benefits guidelines.

- (A) The waiver shall be made on a case by case basis.
- (B) The waiver shall comply with ERISA rules as well as the insurance providers eligibility requirements.
- (C) The waiver shall be presented to the Group Benefits Committee for review and recommendation for approval by Tribal Council.

(d) Scope

- (1) This policy shall apply to any of the participating CTSI Government Entities and participating Tribal Enterprises.
- (2) This policy covers the following Plans:
  - (A) Group Health Plan - Medical, Dental, Vision and Prescription
  - (B) Group Life, Accident and Dismemberment Plan
  - (C) Group Long Term and Short Term Disability Plan
  - (D) Group Stop Loss Reinsurance Plan
- (3) This policy does not apply to the following:
  - (A) Workers Compensation
  - (B) 401K
  - (C) Property and Casualty Insurance
  - (D) General Liability and Umbrella Coverage
  - (E) Marine Insurance and Business Interruption Insurance
  - (F) Other Governmental Benefits
  - (G) Other Enterprise Benefits



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**§ 2.066      401(k) RETIREMENT PLAN COMMITTEE POLICY**

- (a) Tribal Council
- (1) Tribal Council shall appoint a 401(k) Retirement Plan Committee.
  - (2) Tribal Council approval is required on all material changes or modifications to the Plan.
  - (3) 401(K) Retirement Plan Administrator (Trustee) (herein referred to as “Plan Administrator”).
  - (4) The Plan Administrator is responsible for chairing the meeting, managing all operational decisions, renewals, contractual obligations, plan changes, modifications, deletions and the initiation of such, as well as audit accounts and maintenance of official recordkeeping for all Plan Members.
  - (5) The Plan Administrator shall evaluate, at a minimum once yearly, the Plan design and in turn recommend modifications, additions and deletions to the 401(K) Plan Committee (Committee) for review.
  - (6) The Plan Administrator shall recommend to approval by the Tribal Council all material changes to the Plan.
  - (7) The Plan Administrator shall be responsible for communicating all Tribal Council and Committee decisions to the pertinent Plan Members.
  - (8) The Plan Administrator shall make sure that all government and its Enterprises are represented in the Committee.
  - (9) The Plan Administrator has signing authority for all routine operational documents. E.g. check runs, premium payments and audit findings.
  - (10) The Plan Administrator shall designate an alternate where necessary.
- (b) 401(K) Retirement Plan Committee (herein referred to as “Committee”)
- (1) The Committee shall consist of five voting members, one from each tribal entity (CWCR, CTSI, STBC, STGC, TC). Quorum shall be a simple majority of the voting members. Committee members’ may serve for an undefined duration. Committee membership is approved by Tribal Council. The voting members and

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alternates shall be identified by each entity. The Committee shall meet no less than annually. Any two members may call for a Special Committee meeting. Notice of meeting shall be sent out to members seven days before the scheduled meeting date or special meeting date. The Plan Administrator may waive notice of meeting timeline when necessary as long as all designated entity committee members have been contacted.

- (2) The Committee shall review and render decision for all Plan contracts and/or renewals.
  - (3) The Committee shall ensure that any major services or material purchases provided by external vendors shall follow the required CTSI procurement processes.
- (c) Miscellaneous
- (1) The Governmental Entities and or Enterprises may recommend revisions to the general terms of the Official Definition of Authority of the Committee through the Plan Administrator at any time.
- (d) Scope
- (1) This committee shall include all CTSI Government Entities and Tribal Enterprises.

**§ 2.067 CAPITAL REPLACEMENT RESERVE POLICY**

(a) Provisions shall be made in annual operating budgets for sufficient maintenance and replacement funds to ensure that capital assets are properly maintained and replaced in accordance with the approved capital equipment replacement schedules.

(b) Tribal government and its enterprises shall fund the replacement reserves annually in compliance with the governmental grant requirements where applicable.

(c) Tribal government and its enterprises, through the annual budget process, shall assure that sufficient funds are available to finance planned capital purchases.

**§ 2.068 SILETZ TRIBAL REASONABLE ACCOMMODATION TO DISABILITY POLICY**

- (a) No otherwise qualified person with a disability, as defined herein, shall, solely by reason

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of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any CTSI program or activity.

- (1) “Person with a disability” means: a person who -
  - (A) has a disability as defined in 42 U.S.C. §12102 or;
  - (B) has a developmental disability as defined in section 102 of the United States’ Developmental Disabilities Assistance and Bill of Rights Act;
  - (C) is determined, pursuant to tribal law, to have a physical, mental, or emotional impairment which -
    - (i) is expected to be of long-continued and indefinite duration;
    - (ii) substantially impedes his or her ability to live independently; and
    - (iii) is of such a nature that such ability could be improved by reasonable alteration of a program rule or policy.

(b) “CTSI program, services, or activity” means: such services, offerings, access to benefits and activities offered by and carried out by CTSI administrative programs for the benefit of Tribal members and, where eligible, community members, and does not include employment or public accommodations.

(c) CTSI programs shall promulgate such regulations as may be necessary to carry out this section, with such regulations to be submitted to a Standing Committee, Ad Hoc Program Committee, or Clearinghouse, as appropriate, for review and approval prior to referral to Tribal Council.

(d) The process for requesting and receiving a reasonable accommodation must be accessible, so when information about a program is published, information about reasonable accommodations can be included. The program must make it possible for people with disabilities to access this information.

(e) The process for requesting a reasonable accommodation must be easily accessible to people with disabilities.

(f) Programs will train their staff to ensure that inadvertent discrimination against an individual with disabilities does not occur. This must include training to refer any and all potential reasonable accommodation request to the program’s designated Responsible Party for processing and that the person requesting an accommodation does not have to use the words “reasonable accommodation” in the request.

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(g) The designated Responsible Party shall receive, review, investigate, if necessary, and evaluate the accommodation request (in consultation with the Supervisor and Manager responsible for the program or activity), and document reasonable accommodation requests for the tribal programs and activities.

(1) The Responsible Party for each of the various CTSI programs are hereby designated, as follows:

- (A) STHD: Housing Manager
- (B) Transit/Transportation: Transit Coordinator
- (C) Programs I: 477/SSP Director
- (D) Programs II: Programs II Manager
- (E) Clinic & Health Department: Quality Improvement Manager
- (F) Natural Resources: Assistant Tribal Forester
- (G) All other programs and activities: Assistant General Manager

- (2) The Responsible Party must provide CTSI's written response to the reasonable accommodation request and/or complaint allegations, including the reasons for the response, within thirty (30) days.
- (3) Any person aggrieved by a decision of the Responsible Party designated under sub-section (2), including complaints of non-compliance with, or allegations of violations of, this policy shall have the right to appeal the decision pursuant to the Tribal Administrative Procedures Ordinance.
- (4) This policy is enacted to address, as a matter of tribal law, the same type of concerns addressed by federal law in the American with Disabilities Act, Title II, Part A, Public Services and Section 504 of the Rehabilitation Act of 1973. It does not parallel ADA Title I (Employment), Title II, Part B (Transportation) or Title III (Public Accommodation) and does not make otherwise inapplicable federal or state laws applicable to tribal activities. It does not create any private right of action outside the process described in §2.068(g) (1)-(3).
- (5) The Siletz Tribe shall be guided by and may consider parallel federal law regarding reasonable accommodation to disability, but the basis for decisions

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regarding reasonable accommodation requests and decisions shall be pursuant to tribal authority and tribal precedent.

(h) This policy does not require any significant structural alterations to any existing facilities for the purpose of assuring program accessibility, if alternative methods of providing services are available, nor does it require any accessibility standards or activity beyond those already applicable under federal law.

(i) This policy does not require accommodations that would be an undue financial or administrative burden, and does not require accommodations that would constitute a fundamental alteration of the program or activity.

**Appendix A: ANNUAL TRIBAL CALENDAR**

**Appendix B: TRIBAL SERVICE AREA MAPS**

**Appendix C: OREGON STATE MAP**

**Appendix D: ELEVEN COUNTY MAP WITH CITIES**

**Appendix E: OFFICE EMERGENCY EVACUATION PLAN**