

# Saint Regis Mohawk Tribe

Chief Beverly Cook Chief Michael Conners Chief Eric Thompson Sub-Chief Shelley Jacobs Sub-Chief Agnes Jacobs Sub-Chief Benjamin Herne

#### TRIBAL COUNCIL RESOLUTION

2018 - 57

#### ADOPT THE SAINT REGIS MOHAWK TRIBE GOOD STANDING POLICY

WHEREAS, the Saint Regis Mohawk Tribal Council (the "Tribal Council") is the duly recognized governing body of the Saint Regis Mohawk Tribe (the "SRMT" or "Tribe") and is responsible for the health, safety, education and welfare of all community members; and

WHEREAS, the Tribal Council has a fiduciary responsibility for the administration of the tribal government and all tribal programs; and

WHEREAS, the Tribal Council wishes to adopt a good standing policy to ensure funds owed to the Tribe are collected in a fair and consistent manner.

#### NOW, THEREFORE BE IT RESOLVED:

- 1. The Saint Regis Mohawk Tribal Council hereby adopts the Saint Regis Mohawk Tribe Good Standing Policy, as attached hereto, effective January 1, 2019; and
- 2. The Tribe will not pursue financial obligations dated prior to January 1, 2018 with the exception of obligations owed to the Akwesasne Revolving Loan Fund; and
- 3. The Tribe will not pursue traffic violation judgements dated prior to January 1, 2018.

SAINT REGIS MOHAWK TRIBAL COUNCIL

**Tribal Chief** 

Tribal Chief

Eric Thompson

Tribal Chief

**CERTIFICATION:** This is to certify that the Saint Regis Mohawk Tribal Council pursuant to the authority vested therein duly passed the above resolution.

Summer Bero, Tribal Clerk

December 14,2018

Date

**Helping Build A Better Tomorrow** hijenawá-se' Sénha Ajojanerénhake ne Enjóhrhen'ne

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2019

## Saint Regis Mohawk Tribe



# Good Standing Policy

Saint Regis Mohawk Tribe

Version 001

Effective Date: Tsiothohrkó:wa/January 1, 2019

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## SAINT REGIS MOHAWK TRIBE GOOD STANDING POLICY

#### 1. PURPOSE

1.1 The purpose of the Good Standing Policy is to protect the Saint Regis Mohawk Tribe's resources and the viability of Tribal programs by establishing consistent guidelines that outline how the Saint Regis Mohawk Tribe manages debt owed to the Tribe.

#### 2. POLICY STATEMENT

- 2.1 The Saint Regis Mohawk Tribe (hereinafter referred to as the "Tribe" or "SRMT") aims to provide benefits for the health, safety, welfare and education of the community and wishes to do business with those who are and remain in "Good Standing" with the Tribe to ensure such benefits are available now and in the future to all community members.
- 2.2 It is the policy of the Tribe to ensure there is a consistent, fair, efficient and effective recovery of debts owed to the Tribe and to ensure contractual agreements are fulfilled according to their terms and conditions.
- 2.3 This policy will establish methods of recovery relating to unpaid account receivables, judgments and/or loans. It also establishes methods for the Tribe and the Customer/Vendor to work together to determine when there is a dispute regarding an amount owed to the Tribe.
- 2.4 Regarding contracts, the Tribe is required to provide feedback and proof of any unsatisfactory fulfillment of a contract. The SRMT shall remain diligent in reviewing whether contracts have been satisfactorily completed prior to releasing retainage funds or prior to making final payment.
- 2.5 Divisions/Programs are expected to have proper standing operating procedures for the Good Standing verification and notification requirements.
- 2.6 The Tribe reserves the right to pursue other collection methods for outstanding Traffic Court judgements and Akwesasne Revolving Loan Fund (ARLF) loan defaults.

#### 3. SPECIAL CONSIDERATIONS

3.1 The Tribe continues its efforts to support trauma-informed practices that acknowledge and appropriately address the adverse effects and implications that challenge the lives of our children, families, adults and elders. The Tribe is committed to serving the needs of our community as a trauma-informed service organization. In recognizing that extenuating circumstances and situations may impede an individual or vendor's ability to maintain "Good Standing," the Departments/Divisions/Programs have the discretionary authority to determine one's eligibility for services and to interpret the provisions of this policy.

#### 4. SCOPE OF POLICY

- 4.1 This Policy applies to community members, customers, vendors, employees, potential employment candidates and the general public who may use the following SRMT services or who engage in a business, contractual or employment relationship with the SRMT:
- 4.2 Service and Business relationship to be suspended for delinquent accounts until payment is received or payment agreement is granted and signed by both parties:

Division/Program	Service
Human Resource	Employment Opportunities
Department	
Environment/Transfer	Tipping fees/Trash/Recycling/Pick-up
Station	
Economic Development	Revolving Loan, Business Start-up Grants
Division	
<b>Education Division</b>	Childcare
Compliance Department	Permits, Licenses and Issuance of Tribal D/B/A
Grants and Contract or	Purchases of Goods or Services and Construction
Procurement	Contracts
	This policy shall apply to any benefit provided by the
All Tribal Programs	Tribe; for example, pilot projects, such as, electrical
An imanifograms	assistance, furnace cleanings, or any other temporary or
	seasonal benefit.

4.3 This policy shall apply to Saint Regis Mohawk Tribal Court judgments where the Tribe is the Plaintiff. Please see Section 7 of this policy for invoicing requirements.

#### 5. **RESPONSIBILITIES**

5.1 <u>Potential Employee Candidates, Employees, Customers or Vendors:</u>

It is the responsibility of all who receive a service or conduct business with the Tribe to be in Good Standing at all times. If a potential employee candidate, employee, customer or vendor is not in Good Standing, he/she must seek to regain Good Standing by working with the Finance or Human Resource Department on a repayment agreement or payroll deduction.

#### 5.2 Payment Agreements:

#### a. Finance Director:

When a customer or Vendor is not in Good Standing and is seeking services or to do business with the Tribe, the Finance Director is responsible to negotiate a payment agreement. Payment Agreements must be signed according to the following approval authority:

Agreement Amount	Approving Authority
\$50,000 or less	Executive Director
\$50,000.01 and above	Tribal Council

#### b. Revolving Loan Fund Terms & Conditions:

- i. Business/Community Members who have a loan through the Revolving Loan Fund must meet with the Economic Development Division to establish new payment terms.
- ii. The Economic Development Division is responsible to inform the Finance Department when changes to the payment terms are adjusted.
- 5.3 It is the responsibility of all divisions, departments and programs to comply with the reporting requirements and daily deposits for accounts receivables per the SRMT General Finance Policy. The divisions, departments and programs are required to submit monthly reports of all accounts receivables and any unpaid receivables to the Finance Department.

Divisions and Programs who provide services for which a fee is charged and who accept funds from individuals or Vendors at the Program's location are responsible to:

- a. Issue pre-numbered receipts or program software generated receipts to all individuals or vendor's when payment is received.
- b. Keep copies of the receipts with the Divisions or Program and submit one copy of the receipts in the reconciliation process;
- c. Submit a payment/receipt report, identifying each individual or vendor 's name, address and account number with the payments.
- d. Reconcile the payments to the report and receipts with the Finance Department daily. If the cash/payment collection date falls during the evening or on the weekend, the reconciliation process must take place on the next business day;
- e. Ensure a payment receipt is issued to the Division or Program at the completion of the reconciliation;
- f. Submit Monthly reports of all accounts (outlining payments and non-payment) to the Finance Department by the 15th of each month. Reports must detail the individual or vendor's account number, name and address with a description of the services provided; and
- g. Issue invoices and statements as per the invoice/statement issuance standards for any unpaid accounts.

- 5.4 The Finance Department is responsible for overseeing, tracking and managing the outstanding debt owed to the Tribe in accordance with this Policy. In addition, the Finance Department is responsible for the following:
  - a. Maintain the Account Receivable Report.
  - b. Receive daily cash payments and records as per the Finance Policy.
  - c. Complete reconciliation ensuring Divisions and Programs reconcile by receiving a receipt for funds submitted.
  - d. Receive and reconciling monthly accounts receivable reports from the Divisions, Departments and Programs.
  - e. Import each Customer or Vendor's pertinent information to include name and address to the accounting software to track by each Customer or Vendor.
  - f. Review and confirm good standing status on the forms when required or requested.
- 5.5 It is the responsibility of the Human Resource Department to inform all potential employment candidates of the Good Standing Policy requirements. Further, the Human Resource Department is responsible to administer the Recruitment and Selection Good Standing Process outlined herein.
- 5.6 The Grants and Contracts Department and the Procurement Department are each responsible for the following items:
  - a. Notify Vendors of this Policy and its requirements; and
  - b. Verify with the Finance Department whether Vendors are in Good Standing prior to issuing a Purchase Order (PO) or Contract.
- 5.7 It is the responsibility of all Tribal Employees to remain in Good Standing with the SRMT. If an employee is not in Good Standing, the employee is responsible to work with the applicable Division, Department or Program on a payroll deduction or payment agreement to regain Good Standing.

#### 6. **DEFINITIONS**

- 6.1 <u>Accounts Receivable Record Retention:</u> the SRMT will maintain records and recognize accounts receivables in the current year plus the six (6) previous years.
- 6.2 <u>Amnesty Day:</u> for the purposes of this Policy, means a day for which Tribal Council grants amnesty (forgiveness) for Saint Regis Mohawk Tribal Court, Traffic Court Division ("Traffic Court") judgments for any given time period.
- 6.3 **Bad Debt:** means an accounts receivable that is unpaid after one-hundred and sixty (160) days from the first of the month following the date of the invoice.
- 6.4 <u>Customer:</u> for the purposes of this policy, means an individual or a company who pays for a service provided by the Tribe.

- 6.5 <u>Delinquent Account(s):</u> means an account becomes delinquent after ninety (90) days from the first of the month following the date of the invoice.
- 6.6 <u>Good Standing:</u> means a person (client, customer, individual) or organization (vendor, contractor) is in good standing when he/she/it has complied with all the required obligations.
- 6.7 **Not in Good Standing:** the following are situations which would cause a person or organization to not be in Good Standing with the SRMT:
  - a. Service bill not paid within thirty (30) days (i.e. child care services, tipping fees, trash pickup, revolving loan payment obligation, traffic tickets);
  - b. Misappropriated funds per funding guidelines.
  - c. Failure to fulfill a contractual obligation pursuant to an executed contract;
  - d. Violating a contract term and/or condition that results in harm to the SRMT or its members; and/or
  - e. Failure to pay a Traffic Court judgement.
- 6.8 **Small Balance:** means an account balance under twenty (\$20.00) dollars for which the Tribe will not attempt any of the collections efforts outlined in this Policy.
- 6.9 **Statement:** for the purposes of this policy, means a statement that is a bill or invoice document that shows charges for services provided or for the purchase of goods or services.
- 6.10 <u>Uncollectible Debt/Account Receivable</u>: An account will be considered uncollectible after seven years of the initial invoice date and any one of the following applies to the account receivable:
  - a. The debt is disputed and the Tribe has insufficient documentation to pursue collections efforts;
  - b. The cost of further collection efforts will exceed the established recovery amount;
  - c. The Customer/Vendor cannot be located, nor any of their/its assets;
  - d. The Customer/Vendor has no assets and there is no expectation he/she/it will have any in the future;
  - e. The Customer has died and there is no known estate;
  - f. The Vendor is a company which is no longer in business; or
  - g. The Customer/Vendor's obligation is discharged through legal action (bankruptcy or court judgement).
- 6.11 <u>Vendor</u>: for the purposes of this Policy, an individual or company providing goods or services to the Tribe.

- 6.12 <u>Vendor Verification Process</u>: The SRMT is required to conduct a verification check through GSA, YEI Staff Check and Delinquent Account List when establishing vendor eligibility for the Tribe. At this stage, either Procurement or Grants and Contracts office will verify Good Standing prior to processing a purchase order or contract.
- 6.13 Write Off: a write off is the action whereby the book value of the accounts receivable is deemed an "uncollectible" debt and the book value is declared to be zero. Write Offs will be considered prior to the close of the fiscal year and in accordance with the accounting principles of the Tribe.

#### 7. INVOICE/STATEMENT NOTIFICATION REQUIREMENTS

- 7.1 All Tribal Programs who provide goods or services must submit to the Finance Department monthly reports that recognize all charges incurred. Please see Section 8 for Tribal Court Fines and Fees notice requirements.
- 7.2 The monthly reports are due to the Finance Department no later than the 3<sup>rd</sup> of every month (or the next business day). The report must identify the following: individual or Vendor's account number, name and address with a description of the services provided, date of service or goods provided, invoice date and amount due.
- 7.3 Each Program and/or Department is responsible to issue its own invoices and statements; except for the Tribal Court (see section 8).
- 7.4 When the account is paid, the Program Income will be recorded as per the SRMT General Finance Policy Section 3 (1) and the Program will be notified when payments are received on a weekly basis.
- 7.5 Invoices shall be issued at the time services are rendered unless outlined in a contract or agreement signed by the Tribe and the individual or Vendor.
- 7.6 The Program will then issue the statements on the fifteenth (15<sup>th</sup>) of every month for all open accounts.
- 7.7 A one and one half (1.5%) percent late charge will be added each month to the unpaid balance. All late charges will be calculated on the statement.
- 7.8 The Program and/or Division will continue to send statements to the Customer or Vendor until the debt is paid in <u>full</u>, or until written off, forgiven or amnesty is granted in accordance with this Policy.
- 7.9 The Program must document all correspondence relating to the delinquent account and forward a copy to the Finance Department.
- 7.10 If there is a dispute regarding an invoice/statement, the Customer or Vendor is responsible to raise the issue with the Program/Department within 120 days of the invoice being issued. The Program/Department and Customer or Vendor shall work to resolve the issue. If a resolution cannot be agreed upon, the Program/Department shall bring the issue to the next level in the chain of command for resolution or guidance.

#### 8. PROGRAM INVOICE & STATEMENT ISSUANCE STANDARDS

- 8.1 Some Programs have a different invoice/statement cycle due to operational standards; please refer to the attached exhibits for invoicing requirements for these programs.
- 8.2 All other Programs must meet the following minimum statement issuance standards below:

Invoice Age	Status	Invoice/Statement Notice
30 Days	Active Account	- Balance Due
60 Days	Second Notice	<ul><li>Late Notice</li><li>1.5% late charge monthly thereafter</li></ul>
90 Days	Delinquent Account	<ul> <li>Delinquent Account Notice</li> <li>1.5% late charge monthly continue</li> <li>Services Suspension Notice</li> </ul>
120 Days	Delinquent Account	<ul> <li>Delinquent Account Notice</li> <li>1.5% late charge monthly continue</li> <li>thereafter Services Suspended</li> </ul>
160 Day	Delinquent Account	<ul> <li>Delinquent Account Notice</li> <li>1.5% late charge monthly continue</li> <li>Services Suspended</li> </ul>
12 Months	Bad Debt	<ul> <li>Annual Debt Notice</li> <li>1.5% late charge monthly continue</li> <li>Services are Suspended</li> </ul>
Year 2	Bad Debt	<ul> <li>Annual Debt Notice</li> <li>1.5% late charge monthly continue</li> <li>Services are Suspended</li> </ul>
Year 3	Bad Debt	<ul> <li>Annual Debt Notice</li> <li>1.5% late charge monthly continue</li> <li>Services are Suspended</li> </ul>
Year 4	Bad Debt	<ul> <li>Annual Debt Notice</li> <li>1.5% late charge monthly continue</li> <li>Services are Suspended</li> </ul>
Year 5	Bad Debt	<ul> <li>Annual Debt Notice</li> <li>1.5% monthly late charges continue</li> <li>Services are Suspended</li> </ul>
Year 6	Bad Debt	<ul> <li>Annual Debt Notice</li> <li>1.5% monthly late charges continue</li> <li>Services are Suspended</li> </ul>

8.3 The Finance Department will maintain all records in the Accounting System to track account dates.

#### 9. REVOLVING LOAN INVOICE & STATEMENT ISSUANCE STANDARDS

9.1 The SRMT's Revolving Loan Fund (ARLF) is managed by the Office of the Economic Development (OED). The fund is to promote economic self-sufficiency through the provision of training, technical assistance and financing to support the development of new and expanding businesses, which shall support a strengthened and diversified economy, while creating new employment opportunities.

#### 9.2 The OED must submit ARLF invoice/statement as follows:

Invoice Age	Status	Invoice/Statement Notice
30 Days	Active Account	- Balance Due
60 Days	Second Notice	<ul><li>Second Notice</li><li>1.5% late charge monthly thereafter</li></ul>
90 Days	Delinquent Account	<ul> <li>Third Notice</li> <li>Delinquent Account Notice</li> <li>Services Suspension Notice</li> <li>Notice of Collateral Collection</li> </ul>
160 Days	Bad Debt	<ul> <li>Final Notice</li> <li>Notice of debt will be given to a collection Agency on the 180<sup>th</sup> days of debt</li> <li>Services are Suspended</li> <li>The Guaranteed Collateral collected.</li> </ul>
180 Days	Bad Debt	<ul> <li>Collection Agency Submission for the remaining account balance</li> <li>Services are Suspended</li> </ul>
16 Months	Bad Debt	<ul><li>Legal Action Notice</li><li>Services are Suspended</li></ul>
18 Months	Bad Debt	<ul><li>Tribal Court</li><li>Services are Suspended</li></ul>

#### 9.3 The Finance Department will ensure the following:

- a. The Finance Department will provide the Standard Final Notice forms with the Economic Development Director or designee to enter the outstanding debt with the name, account number and address with revolving loan terms and conditions.
- b. The OED will complete the notice and send to the business.
- c. Once all notice periods and collection of collateral has been completed by the OED, the Finance Department will send the debt to the collection agency.

#### 10. TRIBAL COURT INVOICE & STATEMENT REQUIREMENTS

- 10.1 Failure to satisfy Traffic Court judgements within the agreed upon time between defendant and the Tribal Court will result in a delinquent account with the SRMT.
- 10.2 As outlined in the SRMT Traffic Code: after Tribal Court has exhausted all of its remedies and more than six (6) months has passed since a payment was received, the Court may transfer that judgment debtor's name to the SRMT Tribal Council or its designee (Finance Department) who may issue a reminder notice to the judgment debtor and follow the Tribe's procedures regarding this Good Standing Policy; as long as the Tribal Court can provide proof of three reminder notices to the judgment debtor.

10.3 When Traffic Court judgements are transferred to the Tribal Council (Finance Department) will issue the notices of debt owed per the schedule below:

Invoice Age	Status	Invoice Notice
180 Days	Bad Debt	- Final Notice
		<ul> <li>Notice of debt will be given to a</li> </ul>
		Collection Agency within 30 days
		of this notice
		<ul> <li>Services are Suspended</li> </ul>
210 Days	Bad Debt	<ul> <li>Collection Agency Submission</li> </ul>
		<ul> <li>Services are Suspended</li> </ul>
16 Months	Bad Debt	<ul> <li>Legal Action Notice</li> </ul>
		<ul> <li>Services are Suspended</li> </ul>
18 Months	Bad Debt	- Tribal Court
		<ul> <li>Services are Suspended</li> </ul>

- 10.4 The Finance Department will ensure the following:
  - a. The Finance Department will provide the Standard Final Notice forms with the Tribal Court to enter the outstanding fees and fines, name, address with the case date and number.
  - b. Tribal Court will complete the notice and send to the Finance Department.
  - c. The Finance Department will verify the amount and mail the notice letters and send the debt to the collection agency.

#### 11. TRIBAL SERVICES ELIGIBILITY VERIFICATION REQUIREMENTS

- 11.1 When a Customer or Vendor is applying for services, the Program, Department, Division will ask the Customer or Vendor to complete the Good Standing Policy Clearance Form at the time of request for services.
- 11.2 If the Customer or Vendor is in Good Standing, services will be provided without delay.
- 11.3 If the Customer or Vendor is not in Good Standing, the Customer or Vendor will be given the option to enter into a payment arrangement that indicates the intent to pay the debt in question.
- 11.4 If a repayment agreement is agreed upon, monthly statements will continue to be sent to the Customer or Vendor until the account is paid in full.
- 11.5 If the payment agreement is violated, services or business with the Tribe will cease until the account is paid in full.

#### 12. VENDOR CLEARANCE REQUIREMENTS

12.1 Prior to purchasing or contracting with a Vendor, the Procurement and Grants and Contracts offices will contact the Accounts Receivable Clerk to verify the Vendor's Good Standing status.

- a. If a Vendor is identified as not in Good Standing, the Vendor will be given the option to enter into a payment agreement that indicates the intent to pay the debt in question.
- b. If a payment agreement is agreed upon, monthly statements will continue to be sent to the Vendor until the account is paid in full. If the payment agreement is violated, services or business with the Tribe shall cease until the account is paid in full.
- 12.2 If there is a balance owed to the Tribe by a Vendor who has a current contract or purchase order, the Vendor must agree to repay the Tribe prior to the final payment to the Vendor.

#### 13. RECRUITMENT & SELECTION CLEARANCE REQUIREMENTS

- 13.1 For employment purposes during the Recruitment and Selection Process, the Human Resources Department will ensure Employment Candidates are in Good Standing with the Tribe.
- Human Resources Department will provide the <u>successful</u> employment candidate with a Good Standing Policy Clearance Form. Once it is completed, the Human Resources Department will submit the form to the Finance Department for verification.
- 13.3 If the candidate is in Good Standing, the Candidate is eligible to be employed, however, all other Recruitment and Selection Policies continue to apply.
- 13.4 If the candidate is not in Good Standing, the Human Resources Department will inform the candidate that he/she must pay the delinquent account in a lump sum or establish a payroll deduction payment plan.
- 13.5 If the candidate pays the delinquent account, he/she must provide the Human Resources Department with a receipt to confirm payment prior to the Employment Letter of Offer being executed.
- 13.6 If the candidate chooses to establish a payroll deduction payment plan, the candidate is deemed eligible to receive an Employment Letter of Offer. The Good Standing Policy Clearance Form must indicate a payment plan has been established and submitted to the Human Resources Department.

#### 14. EMPLOYEE GOOD STANDING REQUIREMENTS

14.1 Each Program/Department that provides services will send its Open Accounts Receivable report to the Human Resources Department on a monthly basis. The Human Resources Department will review the report to identify any Tribal Employees with obligations to the Tribe. Once it has identified such Tribal Employees it will send those names to the applicable Program/Department. The Program/Department will then send the next Statement with a payroll deduction form.

- 14.2 If the service is continued and further invoices will be incurred (for example, Day Care payments), the employee will have the option to set up a regular payroll deduction to pay for the service and for any delinquent amount.
- 14.3 The Tribal Employee shall submit the payroll deduction form to the HR Department for processing.
- 14.4 For outstanding Traffic Court fines/judgments, Tribal Court must provide to the Human Resources Department an outstanding fines/judgments report on a monthly basis to identify any potential Tribal Employees with outstanding obligations. Tribal Court shall then notify the Tribal Employee that payroll deduction is an option to pay the outstanding Traffic Court fine/fee and to maintain Good Standing.

#### 15. WRITE-OFF POLICY

- 15.1 At the end of the Tribal Fiscal Year (FY), Programs/Departments must notify the Finance Department of all bad debt accounts.
- 15.2 The Finance Department will develop a Write-Off Report of all the debts that are considered uncollectable. The report must identify the Customer or Vendor's name, account balance, due date, brief description of the receivable type, criteria under which the account was deemed uncollectable; account number of the receivable in the Tribe's Accounting System; the number of invoices/statements sent to the Customer or Vendor for collection; and, if applicable, any Tribal Court judgement issued on behalf of the Tribe.
- 15.3 The Write-Off Report will be reviewed by the Executive Director who will certify/recommend/confirm that the debt is uncollectible and recommend a write-off to Tribal Council.
- 15.4 The Tribal Council reserves the right to approve and authorize the debt write-off per the timelines set forth within this Policy.

#### 16. AMNESTY DAY

- 16.1 The Tribal Council may grant amnesty (forgiveness) to judgement holders at any one given time or timeframe, called an Amnesty Day.
- 16.2 Amnesty shall be administered consistently and fairly.

#### 17. POLICY VIOLATION CONSEQUENCES

17.1 Failure to comply with this Policy may result in the discontinuance of services, render one ineligible for employment until payment arrangements are made, or unqualified or ineligible for services or to conduct business with the Tribe.

- 17.2 The Tribe is committed to serving the needs of our community as a trauma-informed service organization. In recognizing that extenuating circumstances and situations may impede a Customer or Vendor's ability to maintain "Good Standing," the Departments/Divisions/Programs have the discretionary authority to determine one's eligibility for services and to interpret the provisions of this Policy.
- 17.3 The Tribe reserves the right to file any claims with a court of competent jurisdiction of its choosing.

#### 18. REFERENCES

- 18.1 SRMT General Finance Policy
- 18.2 SRMT Contract Policy

#### 19. ATTACHMENTS

- 19.1 Good Standing Policy Clearance Form
- 19.2 Payment Plan Agreement
- 19.3 Payroll Deduction Form

#### 20. AMENDMENT

20.1 This policy may be amended from time to time by the Executive Director with the approval of Tribal Council.

#### 21. EXHIBITS

21.1 Exhibit A: Early Childhood Program Re-occurring Fee Invoice/Statement Issuance Timeline

**EXHIBIT A**Early Childhood Program Re-occurring Fee Invoice/Statement Issuance Timeline:

Invoice Age	Status	Invoice Notice
14 days	Active Account	<ul><li>Bi-weekly Billing</li><li>Balance Due</li></ul>
14 days	Delinquent Account	<ul> <li>Second Notice</li> <li>Delinquent Account Notice</li> <li>Service Suspension Notice</li> </ul>
30 Days	Bad Debt	<ul><li>Third Notice</li><li>Termination Notice (Services Suspended)</li></ul>
60 Days	Bad Debt	<ul> <li>Fourth Notice</li> <li>1.5% late charge monthly thereafter</li> <li>Delinquent Account Notice</li> <li>Services Suspended</li> </ul>
90 Days	Bad Debt	<ul> <li>Delinquent Account Notice</li> <li>1.5% late charge monthly continue</li> <li>Services Suspended</li> </ul>
120 Days	Delinquent Account	<ul> <li>Delinquent Account Notice</li> <li>1.5% late charge monthly continue</li> <li>Services Suspended</li> </ul>
160 Day	Delinquent Account	<ul> <li>Delinquent Account Notice</li> <li>1.5% late charge monthly continue</li> <li>Services Suspended</li> </ul>
12 Months	Bad Debt	<ul> <li>Annual Debt Notice</li> <li>1.5% late charge monthly continue</li> <li>Services are Suspended</li> </ul>
Year 2	Bad Debt	<ul> <li>Annual Debt Notice</li> <li>1.5% late charge monthly continue</li> <li>Services are Suspended</li> </ul>
Year 3	Bad Debt	<ul> <li>Annual Debt Notice</li> <li>1.5% late charge monthly continue</li> <li>Services are Suspended</li> </ul>
Year 4	Bad Debt	<ul> <li>Annual Debt Notice</li> <li>1.5% late charge monthly continue</li> <li>Services are Suspended</li> </ul>
Year 5	Bad Debt	<ul> <li>Annual Debt Notice</li> <li>1.5% monthly late charges continue</li> <li>Services are Suspended</li> </ul>
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