

APPROVED

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BY ymo

CHITIMACHA TRIBE OF LOUISIANA



RIVERCANE SENIOR CENTER

OCCUPANCY & PROGRAM POLICIES

APPROVED BY THE CHITIMACHA TRIBAL COUNCIL ON:

JANUARY 13, 2011

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February 08, 2012

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RIVERCANE CENTER
OCCUPANCY & PROGRAM POLICIES

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RECORD OF CHANGES**

Section Title:	Subsection(s) if any:	Page Number:	Description of Change:	Approved by Tribal Council on Date:
RiverCane Senior Center Occupancy & Program Policies			Approved	1/13/2011
Addendums	Part Nine	Table of Contents	Changed Title from "Lease Agreement" to Temporary License Agreement"	9/14/2011
Policy Definitions		Page 2	Changed "Administrator" Title to "Chief Administrative Officer"	9/14/2011
Policy Definitions		Page 3	Added Definition of "Senior Director"	9/14/2011
Part I. Occupancy Criteria	A. Priority of Occupancy; Section 1. (d.) & (e.) (New Subsection)	Page 4	Updated terms for Priority for Occupancy: included to this section, (d.) Non-Tribal maternal/paternal parents/grandparents or the current legal mother/father-in-law of a Tribal Member; and moved "Non-Tribal members ages fifty five (55) and up to the new subsection (e.).	9/14/2011
Part I. Occupancy Criteria	A. Priority of Occupancy; Section 3. (New Subsection)	Page 4	Updated terms for RiverCane to accommodate those qualified under Sections (I.) (A.) (a, b, or c) seeking residency and give a (6mos.) notice first to those under Section (e.), and if applicable, those under Section (d.) to relocate pursuant to CHI-TC #49-05.	9/14/2011
Part II. Basic Services (For Occupants and/or Program Members)	G. Transportation (Tribal)	Page 10	Changed the term "The Senior Program staff" to "The RiverCane staff"	9/14/2011
Part IV. Payments	B. Payments, Subsection D. Terms	Page 15	Removed word "RiverCane" from "RiverCane Senior Director's Office" to phrase "Senior Director's Office".	9/14/2011
Part V. Grievance Procedure/Dispute Resolution	A. Informal Resolution of Disputes	Page 17	Reworded the first paragraph and removed the word "Program" from the second paragraph.	9/14/2011
Part V. Grievance Procedure/Dispute Resolution	B. Grievance Hearing	Pages 17-18	Removed the words "Tribal" and "Program" from the entire section.	9/14/2011
Part VI. Records		Pages 18-19	Removed word "RiverCane" & "Program" from the term "Senior Director"	9/14/2011
Part VII. Rules for Occupancy	9)	Page 19	Included the word "ninety" with the (90) days of occupancy.	9/14/2011
Part VII. Rules for Occupancy	9) & 10)	Page 19	Included that after three (3) unsuccessful attempts to request and schedule routine maintenance and/or repair, RiverCane is authorized to conduct such services with or without the presence of the occupant and without further request at a reasonable time.	9/14/2011
Part VII. Rules for Occupancy	11)	Page 20	Included to this section "meeting conditions setforth within this section, subsections 7 & 8.	9/14/2011
RiverCane Temporary Residential License Agreement			Updated by Bob Carroll & Guy Michael to correspond with the updated policies.	9/14/2011

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Section Title:	Subsection(s) if any:	Page Number:	Description of Change:	Approved by Tribal Council on Date:
Part II. Basic Services	E. Meals	Page 9	Included the purpose for the meal program and also stipulations on eligibility for delivery and pick-up services; and that only the Program Member or his/her spouse (if applicable) can be the only ones who can pick up meals on their behalf except for when they are sick or have no means of transportation.	2/8/2012
Part VII. Rules for Occupancy	15) (New Section)	Page 20	Added a new rule regarding occupants with young children ages 12 and under shall monitor them at all times and includes liability terms and conditions.	2/8/2012
Addendums	Part Nine	Table of Contents	Updated & Added New Sections: A-I (Forms for RiverCane)	5/22/2014
Policy Definitions		Page 2	Added Definition of "Deputy Administrator" and changed "Chief Administrative Officer" title to "Administrator".	5/22/2014
Part I. Occupancy Criteria	B. Admission Process; Subsection 5, Observation	Page 7	Replaced "Program Administrator" with "Deputy Administrator."	5/22/2014
Part II. Basic Services	E. Meals	Page 9	Updated stipulations on eligibility for delivery services to include those who have no means of transportation and that Program Members may send someone to pick up meals on their behalf when they are sick, at a doctor's appointment or have no means of transportation.	5/22/2014
Part III. Occupancy/Discharge/Termination/In-House Move	C. In-House Move (New Section)	Pages 11-12	Changed Title from "Occupancy Discharge/Termination" to "Occupancy Discharge/Termination/In-House Move" Added an In-House Move Policy.	5/22/2014
Part IV. Payments	A. Deposits	Page 14	Changes Amount of Direct Deposit Due.	5/22/2014
Part VII. Rules for Occupancy	16) (New Section)	Page 20	Added new rule regarding Outdoor Appearance Policy.	5/22/2014

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Section Title:	Subsection(s) if any:	Page Number:	Description of Change:	Approved by Tribal Council on Date:
Part I. Occupancy Criteria	A. Priority of Occupancy; Section 1. (d.)(New Subsection)	Page 4	Revised this Section to prioritize eligible occupants in the following manner: (a.) Chitimacha Tribal Member ages 55 & up (including their spouse); (b.) Disabled Chitimacha Tribal Members under the age of 55 meeting the conditions set forth in Sections B(2), and when necessary, the Responsible party providing required care; (c.) Non-Tribal Spouses of deceased Tribal Members, ages 55 & up and whom were legally married at the time of the Tribal Member's death; (d.) Long-term Life Partner of a tribal member who is age 55 & up and has been living together in the same household for a period of 5 consecutive years and must sign a testimony form attesting the term of their relationship; (e.) Non-Tribal maternal/paternal parents/grandparents or the current legal mother/father-in-law of a Tribal member; and (f.) Non-tribal members ages 55 & up.	3/5/2015
Part II. Basic Services	E. Meals	Page 9	Included to the eligibility criteria for delivery services will be granted to individuals with other physical/mental conditions and will be determined by the Senior Director on a case by case basis.	3/5/2015
Appendices	Part Nine	Table of Contents	Changed Title from "Addendum" to "Appendices"	6/21/2018
Appendices	Part Nine	Table of Contents	Updated & Added New Sections: A-N (Forms for RiverCane)	6/21/2018
Policy Definitions		Page 2	Deputy Administrator - Replaced "Deputy" with "Program" Program Member - Inserted "(iii) a long-term life partner of a tribal member who is age fifty five (55) and over and has been living together in the same household for a period of five (5) consecutive years." Tribal Administrator - Changed title to "Chief Administrative Officer"	6/21/2018
Section I. Occupancy Criteria	Section A. Eligibility	Page 4	Section A. Changed title to "ELIGIBILITY" Section (A)(3) - Added individuals in Section (A)(1)(d) to be eligible for occupancy requirement in this section and removed "any" and "who".	6/21/2018

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Section Title:	Subsection(s) if any:	Page Number:	Description of Change:	Approved by Tribal Council on Date:
Part I. Occupancy Criteria	Section B. Admission Process & Rental Criteria	Pages 5-6	Section B. - title changes to "ADMISSION PROCESS AND RENTAL CRITERIA" Rephrased the first paragraph and added 3 subsections. Subsection 1: Requires applicants to provide income verification. Subsection 2: Background check requirement. Subsection 3: Drug policy.	6/21/2018
Part II. Basic Services (For Occupants and/or Program Members)	Section B.(a.)	Page 8	Inserted a subsection regarding waste disposal.	6/21/2018
Part III. Occupancy/Discharge/Termination/In-House Move	Section C.	Page 12	Section (C)(2) removes "as determined by the Senior Director" and inserts a set amount for the cleaning fee. Section (C)(3) - Inserted "and cleaning fee."	6/21/2018
Part IV. Payments	Sections A. through I.	Pages 13-17	Section A. - Inserted Rent Rate Structure. Section B. - Inserted Waiting list policy and procedures for accommodating individuals listed in Section (I)(A)(1)(a, b, c, and d.) Sections C. through I. - No changes were made, just renumbered and reformatted. Section G. - Inserted "sixteenth." Section I. - Inserted "(15th)."	6/21/2018
Part VII. Rules for Occupancy	Section 3	Page 19	Inserted work request form procedures.	6/21/2018
Part VII. Rules for Occupancy	Section 8	Page 19	Inserted Surveillance policies & procedures.	6/21/2018
Part VII. Rules for Occupancy	Section 16	Page 20	Corrected spelling of the word "barbecue".	6/21/2018
Appendix H. Pet Policy - RiverCane Residential Center	Appendix H.	Page 2	Removed the terms and conditions regarding declawing pet cats.	6/21/2018
Appendix L. Drug & Alcohol Policy			Inserted language "illegal use and/or abuse" under the first section (where occupant has to read & initial); revised to include testing procedures; inserted terms that provide consideration for those testing positive on the first offense, to be able to seek treatment and an agreement must be made; inserted stipulations for occupants who are going to be evicted due to a positive result, that they must complete a treatment program at an approved facility prior to being considered for future residency at RiverCane, and included that all drug screenings are held at the utmost confidence.	2/28/2019

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Section Title:	Subsection(s) if any:	Page Number:	Description of Change:	Approved by Tribal Council on Date:
Grammar & Punctuation Corrections		Pages 1-20	Unless otherwise highlighted in other sections below, minor punctuation, word replacement (for uniformity), subsection reference numbers have been changed to reflect the proper section being referenced (Pg. 7, Pg. 10, Pg.11, & Pg. 13), and typos have been revised within these pages. Also replaced the word "elder" with "senior" for uniformity.	8/5/2021
Policy Definitions		Page 2	Changes were made to the following definitions: 1.) Deposits - Added definitions of the different types of deposits to this section. 2.) Program Administrator - This definition was removed from the policies due to it being mentioned once within the document [Page 7: I§(B)(7)(5)] of which is currently conducted by the Senior Director.	8/5/2021
Part I. Occupancy Criteria	Section A. Eligibility (2.)	Page 4	Provides conditions that in the event there are no single apartment units available, single Occupants may be given the option to rent a two (2) bedroom unit; however, once a single unit becomes available, RiverCane Residential Center may, upon written notice, require the single Occupant to relocate into a one (1) bedroom unit should the need arise. The single Occupant must relocate to the one (1) bedroom unit within sixty (60) days of receiving said notice or within a longer timeframe provide in writing by the RiverCane Residential Center.	8/5/2021
Part I. Occupancy Criteria	Section B. Admission Process & Rental Criteria; (2), (2c.), (4), (7§5-Observation)	Pages 5-7	Section B(2) - Changed the Background Check Fee from \$49.95 to \$50.00. Section B(2c) - Included RiverCane Occupants as stated on page 11, Section III.(B.). Section B(4) - Added additional month to month lease agreements to be considered on a case by case basis. Section B(7)(5) replaces "Program Administrator" with "Senior Director" to conduct observation of occupant(s).	8/5/2021
Part II. Basic Services (For Occupants and/or Program Members)	Section A. Living Accomodations	Page 8	Inserted a clause with a policy regarding the facility grounds regarding parking anywhere on the property and added in this policy to include that the parking lot at RiverCane will only be limited to one (1) vehicle/golf cart per occupant with a maximum of two (2) vehicle(s)/golf cart(s) per apartment unit. Boats, trailers, and/or large objects are not permitted on the parking lot.	8/5/2021

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Section Title:	Subsection(s) if any:	Page Number:	Description of Change:	Approved by Tribal Council on Date:
Part II. Basic Services (For Occupants and/or Program Members)	Section B. Utilities (Occupants): First Paragraph & Section B.(a.)	Page 8	Section B. - Inserted in the first paragraph that internet services are not included in the monthly rental fee. Section B.(a.) – Inserted that non-RiverCane residents are not allowed to dispose of their personal waste in the community dumpster.	8/5/2021
Part II. Basic Services (For Occupants and/or Program Members)	Section E. Meals	Page 9	Under Pick Up: Removed “at the close of the business day” to “of the scheduled serving times.”	8/5/2021
Part II. Basic Services (For Occupants and/or Program Members)	Section F. Planned Activities	Pages 9-10	Included a policy where in order for program members to participate in the program activities at no cost (or when required the small fee/financial participation), the <u>Chitimacha Tribal program member</u> must be age fifty-five (55) years and up. Tribal Members and their spouses who are eligible for the program due to their Non-tribal Spouses meeting the age requirements may participate; however, it will be at their own expense. This rule will only apply to dinner outings, overnight trips, bingo events, and other activity events hosted by the RiverCane program. This rule does not apply to the meal service. Members will be able to receive the daily meals because their Non-Tribal Spouse who is age 55 years/up is counted in the AOA participation numbers to the Institute for Indian Development for grant purposes. Also, replaced the word “tribal” with “program.” in reference to non-tribal members participating in activities at their own expense; it will still also be based upon availability, and approved by the Senior Director.	8/5/2021
Part III. Occupancy/Discharge/Termination/In-House Move	Section A. Discharge §(5.)	Page 11	Added a clause for additional terms and conditions that can be found in the next section.	8/5/2021

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Section Title:	Subsection(s) if any:	Page Number:	Description of Change:	Approved by Tribal Council on Date:
Part III. Occupancy/Discharge/ Termination/In-House Move	Section B. Eviction Terms & Conditions for Policy Violations (New Section)	Pages 11- 12	Included procedures in the event an Occupant has been arrested for illegal action resulting in a misdemeanor arrest charge, violation of the RiverCane Drug & Alcohol Policies, or has conducted behavior that interrupts the health, safety, or peaceful lodging of the occupants of RiverCane resulting in an eviction, the following terms and conditions shall apply: a. First Offense Violation: Occupant will not be eligible to reside at RiverCane for a period of one (1) consecutive year after the eviction. b. Second Offense Violation: Occupant will not be eligible to reside at RiverCane for a period of ten (10) consecutive years after the eviction. c. Third Offense Violation: Occupant will be permanently prohibited from residing at RiverCane Senior Center. Then, there are more stringent consequences in the event an occupant has violated more than one (1) of the terms and conditions set forth within all RiverCane policies and/or has conducted detrimental behavior that resulted in the personal injury and/or crime against any other occupant(s) of RiverCane, the following terms and conditions shall apply: a. First Offense Violation: Occupant shall not be eligible to reside at RiverCane for a period of seven (7) consecutive years effective from the date of eviction. (I chose 7 years due to my research on background investigations on apartment rentals, any eviction within 7 years will show up on a tenant application in a background check.) b. Second Offense Violation: Occupant will be permanently prohibited from residing at RiverCane Senior Center.	8/5/2021
Part III. Occupancy/Discharge/ Termination/In-House Move	Section E. Effect of Voluntary Termination (New Section)	Page 13	Adds effect of voluntary termination for a Tribal member who voluntarily terminate his/her Occupancy Agreement prior to its natural term expiring to lose priority otherwise afforded to Tribal Members under Section I(A)(1)(a)-(b) for the purposes of placement on the waiting list. Such persons shall be treated as those listed under Section I(A)(1)(f).	8/5/2021
Part IV. Payments	Section A. Rent Rate Structure	Page 13	Added further stipulations to the rent rate structure and set occupancy limitations and additional fees for additional occupants exceeding the max occupancy in both the one- and two-bedroom units.	8/5/2021
Part IV. Payments	Section B. Waiting List	Pages 13- 14	Section B.(2.) Inserted revised implementation to 6 months' notice for non-tribal occupants to relocate in the event we have to provide housing for occupants qualified under Section(I)(A)(1)(a)(b)(c) or (d).	8/5/2021

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Section Title:	Subsection(s) if any:	Page Number:	Description of Change:	Approved by Tribal Council on Date:
Part IV. Payments	Section C. Deposits	Page 15	Provides reference to the "Definitions" section for more information on the different types of deposits.	8/5/2021
Part IV. Payments	Section D. Terms	Page 15	Inserted a clause for NSF Fees	8/5/2021
Part IV. Payments	Section E. Refunds	Page 15	Inserted a clause to deduct any expenses incurred in tar removal from nicotine damage and repairing damages due to excess holes in the walls due to picture frames.	8/5/2021
Part IV. Payments	Section F. Adjustment to Fees	Page 16	Inserted a clause that the thirty (30) day notice does not apply to adjustments to monthly rental fees for eligible recipients of the Chitimacha Tribal Housing Authority subsidy. Fee adjustments for said Occupants are subject to change at any time, but not to exceed the monthly amount stated on the Lease Agreement.	8/5/2021
Part IV. Payments	Section H.	Page 16	Removed Legal Action in bold. Further clarifies that while Occupants are entitled to an opportunity to cure a breach based on non-payment, RiverCane enjoys the discretion to determine, based on the nature and severity of the breach, whether or not an Occupant can cure other breaches of the Occupancy Agreement; further, nothing in this section prevents or prohibits RiverCane from immediately terminating an Occupancy Agreement based on serious breaches that have nothing to do with non-payment.	8/5/2021
Part V. Grievance Procedure/Dispute Resolution	Section A. Informal Resolution of Disputes	Page 17	Except as provided in Section V(D), all Occupants, as well as a person whose application has been denied under Section I(B)(2) (commission of a Disqualifying Crime) or Section III(B) (temporary loss of eligibility based on violations), are allowed the opportunity to dispute actions performed by RiverCane or failure to act and to receive within a reasonable period of time a response to the dispute.	8/5/2021
Part V. Grievance Procedure/Dispute Resolution	Section B. Grievance Hearings	Pages 17-18	Throughout this section it states that grievance hearings may be disputed and addressed to the Chief Administrative Officer (CAO) and/or his/her designee. Also in Subsection B.(1.) there is a cut-off period for Occupants requesting a Grievance Hearing and such request will now have to be submitted within fifteen (15) days from the date of the action or inaction giving rise to the grievance.	8/5/2021

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Section Title:	Subsection(s) if any:	Page Number:	Description of Change:	Approved by Tribal Council on Date:
Part V. Grievance Procedure/Dispute Resolution	Section D. Limitation on Grievances. (New Section)	Page 18	This section provides terms addressing that requesting or filing a Grievance shall not suspend, negate, delay, or disrupt the implementation of any RiverCane decision or action, including RiverCane's decision to terminate an Occupancy Agreement. The Grievance Procedures shall not apply to RiverCane's decision pursue an eviction in the Chitimacha Tribal Court.	8/5/2021
Part VII. Rules for Occupancy	Section 1.)	Page 19	Inserted a clause to this section stating that each eligible Occupant residing in the unit must be listed on the Lease Agreement. Occupants who are not listed in said agreement are not allowed to occupy the unit for more than (10) days. If such occurs, the Occupant may be subject to paying additional monthly rental fees. In the event family and/or friends plan to visit for more than ten (10) days, then the Occupant must obtain approval from the Senior Director.	8/5/2021
RiverCane Temporary Residential License Agreement	Appendix B.		Updated & Revised by Michael Murphy (JLG) to correspond with the updated policies and forms.	8/5/2021
RiverCane Residential Center Drug & Alcohol Policy	Appendix L.	Pages 1-2	Updated & Revised by Michael Murphy (JLG) to correspond with the updated terms & conditions in the RiverCane Occupancy & Program Policies.	8/5/2021
Notice of Immediate Termination of Occupancy Agreement Notice And Notice to Quit Document	Document		This document was created to serve to occupant(s) who have breached the terms of the Temporary Residential License Agreement and is being served for immediate eviction due to the severity of the violation.	8/5/2021
Notice of Termination of Occupancy Agreement, Opportunity to Cure, And Notice to Quit Document	Document		This document was created to serve to occupant(s) who have breached the terms of the Temporary Residential License Agreement and is given the opportunity to cure the breach or quit.	8/5/2021

Mission Statement of the Chitimacha Tribe of Louisiana:

The Mission Statement of the Chitimacha Tribal Council is:

“We the people of the Sovereign Nation of the Chitimacha, in order to proclaim and perpetuate our vision, hereby embrace these beliefs, now and always – Waxt me cun nucmidinaka (we will work for tomorrow)

- **We must preserve and protect our natural resources, our people and all Native Americans;**
- **We must promote a harmonious and prosperous existence among ourselves and within our community;**
- **We must maintain the highest level of integrity, honor and authenticity in all our endeavors; and**
- **We must always exist as a Nation by preserving our cultural heritage.”**

RiverCane’s Mission Statement:

“In addition to upholding the mission statement of the Chitimacha Tribal Council, the staff at RiverCane strives to provide housing for community seniors ages fifty-five (55) and up in a safe, supportive and caring environment, utilizing the available support services to assure independence while maintaining a high quality of life in an efficient and cost-effective manner.”

Introduction:

The facility and program described herein was created pursuant to TC Resolution No. CHI-TC #49-99 and designed to serve community seniors by providing housing for “independent” persons desiring safe and efficient housing without the maintenance and upkeep worries that accompany owning your home (“Occupant”). Available tribal support services will be provided and coordinated so as to maximize the occupants’ independence for as long as possible. RiverCane is not intended for those with problems which necessitate care (medical or otherwise) which is more than is currently being provided by tribal staff and tribal programs. Occupants or their families are permitted to arrange and pay privately for services that are not provided or arranged by RiverCane.

POLICY DEFINITIONS

CHIEF ADMINISTRATIVE OFFICER – The official responsible for the overall administrative activities and functions of the Tribal programs.

DEPOSITS (Revised: 08/05/2021)

PET DEPOSIT - The additional one-time charge an occupant pays upfront for having a pet(s) live in the apartment unit. This deposit is refundable within thirty (30) days upon termination of the Occupancy Agreement except when there are damages caused by the pet. Any expenses incurred due to repair and/or cleaning of damages caused by the pet will be deducted from this deposit and the occupant is also responsible to reimburse the Tribe for all excess costs incurred for the repairs.

RESERVATION DEPOSIT – In the event there is a need for housing for individuals listed under Section I.(A.)(1.)(a.)(b.)(c.), or (d.) and there are no vacant apartment units available at the time, this is the deposit that is required to be paid upfront prior to the Senior Director submitting “a six (6) month notice to relocate” to Occupant(s) listed under Section I.(A.)(1.)(e.) and/or (f.).

SECURITY DEPOSIT – The one-time charge that an occupant pays upon signing of the Occupancy Agreement and it is retained for the duration of the Occupancy Agreement. This non-interest bearing deposit may not be considered as an advance to the license fee. This deposit is refundable within thirty (30) days upon termination of the Occupancy Agreement except to cover expenses including, but not limited to, any damages to the licensed premises and/or equipment (other than normal wear and tear), it may also be deducted to cover any unpaid license fee amounts and late fees upon termination of the Occupancy Agreement. Full terms and conditions regarding security deposit expenses are stated on the Occupancy Agreement.

OCCUPANCY AGREEMENT – The written agreement between the Occupant(s) and RiverCane that establishes the terms and conditions concerning the use and occupancy of an apartment unit at RiverCane. The Occupancy Agreement is the document named the “RiverCane Temporary Residential License Agreement”.

OCCUPANT – A person who has an Occupancy Agreement with the RiverCane Residential Center.

PROGRAM MEMBER – (i) a member of the Chitimacha Tribe of Louisiana who is age 55 and up and/or the person to whom they are legally married; (ii) A non-tribal spouse of a deceased tribal member who is age fifty five (55) and up; or (iii) a long-term life partner of a tribal member who is age fifty five (55) and over and has been living together in the same household for a period of five (5) consecutive years.

RESPONSIBLE PARTY – A person acting on behalf of the licensed occupant and is also responsible for the occupant should the need arise.

SENIOR DIRECTOR – The official responsible for direction and supervision of RiverCane Senior Center. (Added: 09/14/2011)

I. OCCUPANCY CRITERIA:

A. ELIGIBILITY (Revised: 06/21/2018):

1. Occupancy will be granted in the following order of priority:
 - (a.) Chitimacha Tribal Members ages fifty-five (55) years and up (including spouse).
 - (b.) Disabled Chitimacha Tribal Members under the age of fifty-five (55) years, and when necessary, the responsible party providing required care. For purposes of this provision, "Disabled" shall mean any condition that prevents an Occupant from performing the activities listed in Section B(2) below.
 - (c.) Non-Tribal spouses of deceased tribal members, ages fifty-five (55) and up whom were legally married at the time of the tribal member's death.
 - (d.) Long-term life partner of a tribal member who is age fifty-five (55) and up who have been living together in the same household with the tribal member for a period of five (5) consecutive years. This individual must sign a testimony form attesting the term of their relationship (Added 03/05/2015).
 - (e.) Non-Tribal maternal/paternal parents/grandparents or the current legal mother/father-in-law of a Tribal Member (Added 09/14/2011) who are ages fifty-five (55) years and up (Revised 08/05/2021).
 - (f.) Non-tribal members ages fifty-five (55) years and up.
2. Two (2) bedroom apartments will be granted to married couples and residents with live-in caretakers meeting eligibility criteria above and hereafter. One (1) bedroom apartments are reserved for single occupants meeting the eligibility criteria.

In the event there are no single apartment units available, single Occupants may be given the option to rent a two (2) bedroom unit; however, once a single unit becomes available, RiverCane Residential Center may, upon written notice, require the single Occupant to relocate into a one (1) bedroom unit should the need arise. The single Occupant must relocate to the one (1) bedroom unit within sixty (60) days of receiving said notice or within a longer timeframe provide in writing by the RiverCane Residential Center. (Revised: 08/05/2021)
3. Pursuant to TC Resolution No. CHI-TC Resolution #49-05; whereas Non-Indians ages fifty five (55) years and older are permitted to temporarily reside at RiverCane Residential Center; and as approved by the Chitimacha Tribal Council, in the event an individual qualified for occupancy under Section (I)(A)(a, b, c, or d) above is pursuing occupancy/housing at RiverCane Residential Center and has met the eligibility requirements set forth in Section (I)(A) above; occupants qualified under Section (I)(A)(1)(e) or (f) shall be

notified by the Senior Director that a vacancy is needed and said occupant shall be given a period of six months to relocate and vacate residency at the RiverCane Residential Center. The first occupants to be given notice shall be those qualified under Section (I)(A)(f) followed then, if necessary by occupants who are qualified under Section (I)(A)(e). If there is more than one (1) occupant in either such category, the occupant who has been a resident for the shortest period of time shall be the first notified (Added: 09/14/2011).

B. ADMISSION PROCESS AND RENTAL CRITERIA (Revised: 06/21/2018):

Any eligible applicant seeking to rent an apartment unit at RiverCane must:

1. Have a steady source of income and be able to provide income verification of ability to afford monthly rent if needed (Added: 06/21/2018).
2. Authorize RiverCane Residential Center to perform a credit and/or criminal background check and submit a non-refundable processing fee in the amount of \$50.00 (Revised: 08/05/2021) for the following reasons:
 - (a.) **Credit History.** Applicants must not have had bankruptcies or foreclosures within the last thirty six (36) months. If an eviction and/or previous negative landlord debt reflects within the last sixty (60) months, the applicant may be declined. Applicant must not have any unpaid balances to electric, gas, or water utility company.
 - (b.) **Past Residency.** Up to three (3) years of past occupancy history will be reviewed and must exhibit no derogatory references. Rents/Mortgages paid on time, NSF Checks, Occupancy terms completed, sufficient notice given, and verification of premises condition.
 - (c.) **Criminal History.** A person who holds a conviction, including a conviction with a deferred adjudication, for any of the following types of crimes is not eligible for a unit at the RiverCane Residential Center and their application will be denied: crimes of violence; crimes involving a firearm; crimes involving illegal drugs; crimes involving the destruction of property; sexual crimes; crimes involving minors or vulnerable adults; or of any nature that could reasonably be perceived, in the judgment of the Senior Director, to threaten the safety or well-being of other Occupants, visitors, or employees of the RiverCane Residential Center (collectively referred to as a “Disqualifying Crime”). RiverCane also has the discretion to deny the application of a person who has been charged or arraigned for a Disqualifying Crime. A person may appeal a denial under this Section by utilizing the Grievance Procedure in Section V. During the Grievance Hearing,

consideration may be given to the length of time that has passed since the conduct at issue, or to evidence presented by the applicant of mitigating factors, efforts at rehabilitation, and the nature and severity of the offense. (Added Entire Section (2): 06/21/2018; Revised:08/05/2021)

3. RiverCane Residential Center has an established drug free policy (Appendix L.). An applicant must agree to and sign that policy prior to occupancy (Added: 06/21/2018).
4. Complete and submit an application for occupancy. Occupancy and services are limited to parties who are eligible and have signed the Occupancy Agreement. At the time of signing the Occupancy Agreement, each occupant shall designate a person who will be responsible and act on behalf of the occupant should the need arise (“Responsible Party”). The Responsible Party shall sign the Occupancy Agreement agreeing to accept this designation. Subject to the plenary cancellation right as set forth in the Occupancy Agreement unless otherwise provided in the Occupancy Agreements shall be renewed annually. Month to Month Occupancy Agreements may also be considered on a case by case basis (Revised: 08/05/2021).
5. Must have a pre-admission physical and obtain a physician’s certification that they are capable of performing the following activities of daily living:
 - (a.) Must be self-sufficient in:
 - (i) Mobility
 - (ii) Dining
 - (iii) Dressing
 - (iv) Hygiene and Grooming (neatly dressed, well-groomed and free of odors.)
 - (v) Bathing
 - (vi) Toileting (all needs)
 - (vii) Operating a telephone
 - (viii) Shopping
 - (ix) Meal preparation
 - (x) Housekeeping (maintains house along with occasional assistance for heavy work.)
 - (xi) Laundry
 - (xii) Transportation (travel independently, drive own car and arranges own travel)
 - (xiii) Medication Intake (responsible for administering own medication at the correct time and correct dosage)
 - (xiv) Ability to handle finances.
6. Must complete an annual physical or as deemed necessary.
7. The requirements of paragraph 5 herein shall not apply to applicants

designated as “Disabled” under Section A (1)(b) above. In these cases, a Responsible Party shall be designated to provide necessary assistance.

Notwithstanding the foregoing, RiverCane is not intended to serve persons with a condition (physical, cognitive, or behavioral) that creates a danger to themselves or others or that significantly infringes upon the rights of other occupants and under no circumstances can applicants with these conditions be accepted.

Additionally, the following conditions may prevent occupancy or precipitate discharge (unless proper care is provided at occupant’s expense) and will be evaluated on their own merits:

- 1) Incontinence, if the occupant cannot or will not participate in management of the problem.
- 2) Immobility
- 3) Skilled nursing interventions needed 24 hours per day.
- 4) Symptoms of dementia that exceed manageability.

The Facility may allow for an exception to these conditions if other occupant or family resources are available to ensure 24-hour support.

- 5) Observation:

The staff shall regularly observe the occupants for changes in functioning that require attention and notify the family/responsible party as such. The family members/Responsible Party and the occupant (if applicable) will be required to meet with the Senior Director and/or their personal doctor/social services case worker to determine whether the occupant can remain in the facility or if additional care can and will be provided by occupant or his/her family. (Revised: 08/05/2021)

If it is determined that the Occupant no longer meets the occupancy criteria and is unable or unwilling to obtain the needed assistance, the Occupant and/or Responsible Party shall arrange for a change in residency for the Occupant. This shall take place as soon as possible but no longer than 30 days from the notice of the decision. In the interim between notice and transfer, care for the Occupant shall be the sole responsibility of the Responsible Party.

II. BASIC SERVICES (For Occupants and/or Program Members):

A. Living accommodations:

RiverCane contains one (1) and two (2) bedroom apartments having outside access as well as access from interior hallways. Main hallways lead to the common room. Each apartment has a kitchen and laundry area. All utilities are fully electric. The occupant shall provide appliances and other furnishings. Each unit is provided with central air and heating. Entryways and hallways are wheelchair accessible.

The facility grounds at RiverCane are property of the Chitimacha Tribe of Louisiana. Parking on the grass or anywhere on the premises is not permitted unless the Occupant receives approval from the Senior Director. Violation to this policy will result in legal action to seek restitution for damages to the property. The parking lot at RiverCane will only be limited to one (1) vehicle/golf cart per occupant with a maximum of two (2) vehicle(s)/golf cart(s) per apartment unit. Boats, trailers, and/or large objects are not permitted on the parking lot (Added: 08/05/2021).

B. Utilities (Occupants): The monthly rental fee will include the following utilities: electricity, water, pest control, building insurance, dumpster collection and sewer service. NOT included in the monthly fee are cable TV, telephone service, internet services (Added: 08/05/2021), and content insurance.

- (a.) A facility dumpster is provided for proper food and waste disposal. Any waste disposal on the premises is not permitted. RiverCane does not provide trash collection services, each Occupant and/or their Responsible Party is responsible for disposing his/her personal waste in said dumpster. If disposing perishable food items, the contents of the waste must be completely sealed in a bag to ensure pest control of the area (Added: 06/21/2018). Non-RiverCane residents are not permitted to dispose their personal waste in this dumpster (Added: 08/05/2021).

C. Maintenance (Occupants): Maintenance of apartments and common areas will be provided by a full-time maintenance worker. Maintenance (as opposed to housekeeping duties) include plumbing repairs, A/C repairs, changing light bulbs and air filters, grounds maintenance, etc.

D. Common Facilities: Located in the center of the facility are the dining room, laundry room, and parlor. The dining room is designed as a gathering place for dining, activities, speakers, and other social functions. Occupants are free to utilize the common areas and facility grounds for activities such as family activities, barbeques, and picnics. These activities must be arranged with and approved by the Senior Director prior to occupant's use of the dining room.

E. Meals: The purpose of the meal program is to allow program members to come together in fellowship and dine-in with one another. Lunch will be provided by the RiverCane staff five days per week, excluding holidays and will be available in the dining area. Of course, special circumstances may hinder members from coming to dine in, however lunch may still be provided via delivery or pick up.

Delivery: Meals will be delivered to RiverCane occupants and program members on the reservation based on need i.e. clients who are non-ambulatory, are physically unable to drive, have no means of transportation, or are terminally ill. Delivery may be approved by the Senior Director for individuals with other physical/mental conditions and will be determined on a case by case basis (Added: 03/15/2015).

Pick Up: Should any program member request RiverCane to prepare and package their meals for pick up, the program member (or if applicable, their spouse) must be the ones to pick up their meals (Added: 02/08/2012). Exceptions will be made to members who are sick or at a doctor's appointment; they may then send someone to pick up their dinner(s) (Added: 05/22/2014) before the end of the scheduled serving times. (Revised: 08/05/2021)

Meals may be provided for non-Indians and guests for a fee, and after program members have been served, to be determined by the Senior Director.

F. Planned Activities (Revised: 08/05/2021): Social and educational activities will be coordinated by the Senior Director for tribal occupants and seniors. Such activities may include, but are not limited to bingo, day and overnight field trips, dances, cultural activities, crafts, etc. (Certain events may require a small fee/financial participation by the participant.)

In order for program members to participate in said activities at no cost or when required, a small fee/financial participation, the Chitimacha Tribal program member must be age fifty-five (55) years and up (Added: 08/05/2021).

The non-tribal program member spouse who is age of fifty-five (55) may participate, however, it will be at his/her own expense until their tribal spouse has reached the age of fifty-five (55). This rule does not apply to the meal service (Added: 08/05/2021).

Tribal spouses under the age of (55) and their spouse may participate in the Bingo activities and other senior events, however, they will be required to pay a fee for Bingo participation and all of their expenses in other activities such as dinner outings and overnight trips (Added: 08/05/2021).

Non-program members (i.e. guests/grandchildren) may participate in activities at their own expense, based on availability and approved by the Senior Director (Revised 08/05/2021).

- G. Transportation (Tribal):** The RiverCane staff will provide transportation services for such things as shopping (at Wal-Mart & Raintree Market), banking (within close proximity), hair appointments (within close proximity), etc. Specific days and/or times will be determined by the Senior Director. (Revised: 09/14/2011)
- H. Emergency Response System (Occupants):** Located in each apartment are emergency call buttons and cords. These call buttons and cords are available for use only during normal operating business hours of the RiverCane Center. Should an emergency occur during business hours, the Occupant or Responsible Party should contact 9-1-1 immediately and then activate the system by pulling the cord or pressing the button. Once activated, the Senior Director is alerted and will respond and will notify the proper authorities. Should an emergency occur after RiverCane business hours, call 9-1-1 immediately.
- I. Fitness/Recreation Activities:** Occupants may be allowed to utilize the Recreation Center on the approved hours set by the Recreation Director or Coordinator.

ALL SERVICES TO BE PROVIDED ONLY DURING THE NORMAL BUSINESS WEEK UNLESS OTHERWISE NOTED.

- J. Other Services:** Occupants or their families are permitted to arrange and pay privately for services that are not provided or arranged by RiverCane.

III. OCCUPANCY DISCHARGE/TERMINATION/IN-HOUSE MOVE (Revised: 05/22/2014):

A. Discharge from the facility may occur because the occupant:

1. Pursuant to provision set forth in Part I.(A)(3).
2. No longer desires to live at RiverCane.
3. Has service needs that exceed the ability of the program to meet them and is unable or unwilling to arrange for the provision of services.
4. Has failed to make proper payment as set forth in Section IV D.
5. Has engaged in illegal activities or in behavior that is deemed detrimental to the health, safety, or peaceful lodging of the occupants of RiverCane, including as identified in Section III.(B.), below. (Revised 08/05/2021)
6. Has failed to comply with the *RiverCane Occupancy Policies, The RiverCane Drug & Alcohol Policies*, and/or the Occupancy Agreement.
7. Upon death.

B. Eviction Terms & Conditions for Policy Violations (Added: 08/05/2021):

In the event an Occupant has been arrested or convicted for illegal action resulting in a misdemeanor or greater arrest charge, violated the RiverCane Drug & Alcohol Policies, engaged in behavior that interrupts the health, safety, or peaceful lodging of the occupants of RiverCane, or otherwise violated the terms and conditions of their Occupancy Agreement, in each case resulting in an eviction, the Occupant shall lose eligibility for future residence for the following specified time periods:

1. First Offense Violation: Occupant will not be eligible to reside at RiverCane for a period of one (1) consecutive year after the eviction. An Occupant who violates the Terms and Conditions for Violation of the RiverCane Drug & Alcohol Policy is also subject to the additional requirements imposed therein (completion of an approved substance abuse program and consent to pay for random drug screening for one (1) year).
2. Second Offense Violation: Occupant will not be eligible to reside at RiverCane for a period of ten (10) consecutive years after the eviction. An Occupant who violates the Terms and Conditions for Violation of the RiverCane Drug & Alcohol Policy is also subject to the additional requirements imposed therein (completion of an approved substance abuse program and consent to pay for random drug screening for one (1) year).

3. Third Offense Violation: Occupant will be permanently prohibited from residing at RiverCane Senior Center.

For combined violations where an Occupant has violated more than (1) of the terms and conditions set forth within all RiverCane policies and/or has conducted detrimental behavior that resulted in the personal injury and/or crime against any other Occupant(s), visitors, or employees of RiverCane, the following terms and conditions shall apply:

1. First Habitual Offense Violation: Occupant shall not be eligible to reside at RiverCane for a period of seven (7) consecutive years effective from the date of eviction.
2. Second Habitual Offense Violation: Occupant will be permanently prohibited from residing at RiverCane Senior Center.

C. Couples:

Should one party of a married couple become deceased, the remaining spouse may continue to live at RiverCane provided that they meet the occupancy criteria set forth in these policies.

If the couple was residing in a two (2) bedroom unit, the remaining spouse may be asked to move to a one (1) bedroom unit, if available. If a one bedroom unit is requested by the remaining occupant but one is not available, they will be placed on a list and moved as soon as possible.

D. In-House Move (Added: 05/22/2014): Occupants requesting to move from one apartment to another will be allowed to do so under the following terms and conditions:

1. Priority for In-house moves will follow the criteria set forth in *Part I(A)(1). Occupancy Criteria*, of the RiverCane Occupancy & Program Policies.
2. Occupant will be required to pay a cleaning fee in the amount of \$75.00. (Revised: 06/21/2018)
3. First month's rent and cleaning fee will be required prior to the in-house move.
4. If applicable, Occupant will be required to pay for any damages stated in the final inspection report prior to the in-house move. Occupant's current Security Deposit will be transferred to the new apartment and any damages in prior apartment will not be applied to the Security Deposit.

- E. Effect of Voluntary Termination:** A Chitimacha Tribal Member Occupant who voluntarily terminates their Occupancy Agreement before its natural term expires shall lose the priority otherwise afforded to Chitimacha Tribal Members under Section I(A)(1)(a)-(b). For the purposes of placement on the waiting list, such persons shall be treated as a non-tribal members under Section I(A)(1)(f). (Added: 08/05/2021)

IV. PAYMENTS:

A. Rent Rate Structure (Added: 06/21/2018):

One Bedroom: \$500.00 per month

Occupant(s) living in the unit must be listed on the Occupancy Agreement. Max occupancy for the one (1) bedroom unit is two (2).

Two Bedroom: \$550.00 per month

Occupant(s) living in the unit must be listed on the Occupancy Agreement. The monthly fee provides The monthly license fee for the two (2) bedroom unit includes coverage for the first two (2) occupants listed on the Occupancy Agreement. An additional \$50.00 per month/per additional occupant shall be applied to those listed on the Occupancy Agreement and the max occupancy for the two (2) bedroom units is four (4). (Revised Entire Section: 08/05/2021)

B. Waiting List (Added: 06/21/2018; Revised: 08/05/2021):

The following procedures shall take place in the event there are no vacancies available.

- 1) Eligible applicants will placed on a waiting list in accordance to the order of priority set forth in Section (I)(A)(1).
- 2) Should a need for housing arise for those qualified under Section (I)(A)(1)(a)(b)(c) or (d), and there is no vacancy, the procedure set forth in Section(I)(A)(3) will be conducted in the following manner:
 - a. The individual seeking residency will be required to submit a completed application along with the non-refundable \$50.00 processing fee for his/her background check.
 - b. Once the individual has been deemed eligible to reside at RiverCane, the individual will have thirty (30) days to submit a reservation deposit in the amount of \$300.00 prior to the Senior Director proceeding with the

procedures set forth in Section(I)(A)(3). Refer to the “Definitions” page for more information on the different types of deposits.

- c. Once the Occupant who was given the six (6) month notice to relocate has vacated the apartment unit, the individual will be required to submit the first month’s rent payment prior to relocating into the apartment. The individual is encouraged to submit this payment prior to the six (6) month waiting period in the event the apartment becomes available sooner.
- d. Once the individual moves into the recently vacated apartment, the reservation deposit will then be applied toward the individual’s security deposit.
- e. If the individual does not submit the first month’s payment and occupy the recently vacated apartment thirty (30) days after the six (6) month waiting period, the \$300.00 reservation deposit then becomes non-refundable and the individual will be placed on the bottom of the waiting list.
- f. The reservation deposit will not be refunded in the event actions set forth in Section (I)(A)(3) has been conducted and the individual withdraws his/her request to reside at RiverCane.
- g. Individual(s) who withdraw his/her request twice and after the six (6) month notice has been given to an Occupant(s), that individual will be placed on the bottom of the waiting list and will be required to wait until a vacant unit is available.

C. Deposits:

A deposit of \$300.00 will be collected upon signing the Occupancy Agreement (Revised: 05/22/2014). An additional deposit of \$100.00 will be collected if the occupant has a pet. Refer to the “Definitions” page for more information on the different types of deposits (Revised: 08/05/2021).

D. Terms:

All payments are due and payable on or before the fifteenth (15th) day of every month. Payments are considered delinquent after the fifteenth (15th) day of each month and a late charge of fifty dollars (\$50) shall be assessed. This late charge must then be made with the payment. Payments are accepted at the Senior Director’s Office from 7:00 a.m. until 2:00 p.m. Monday through Thursday excluding holidays (Revised: 09/14/2011). Payments may be mailed to the

Chitimacha RiverCane Department, P.O. Box 661, Charenton, LA 70523. Cash, checks and money orders for payment are acceptable, but RiverCane **WILL NOT** assume responsibility for cash sent through the mail. Please make checks payable to the Chitimacha Tribe of Louisiana or RiverCane. Payments will be accepted on an annual basis when requested by the occupant. Should the occupant vacate the facility for any reason prior to utilizing the full annual payment, a refund will be made in accordance with Section IV(E), of this policy and the Occupancy Agreement.

Non-Sufficient Funds (NSF) Fee: In the event a check payment is returned due to insufficient funds, the Occupant will be required to correct the payment by submitting the original payment due, plus a \$25.00 NSF fee within ten (10) days of receipt of the NSF Notice (Revised: 08/05/2021). Further, all future payments must be made in the form of cash and/or money order.

E. Refunds:

1. Vacating Unit. Upon any termination of the agreement described in this Section, Occupant, Occupant's estate, or Responsible Party shall vacate and remove all property from the Unit. Occupant or Occupant's estate/Responsible Party will remain liable for the monthly fee until the unit is vacated, all property is removed from it, and it is restored to its original clean condition (except for normal wear and tear).
2. Amount of *Refund*. Within thirty (30) business days after the Unit has been vacated, the property has been removed from it, and it has been restored to its original clean condition, RiverCane shall pay the Occupant or the Occupant's estate a refund equal to any unused portion of the final monthly fee, minus (i) the amount of any unpaid monthly fees or other charges that Occupant owes to RiverCane under the Occupancy Agreement; (ii) the costs of any repairs to the unit not caused by normal wear and tear (including tar removal as a result of Nicotine damage and excess picture frame holes in the walls) (Added: 08/05/2021), (iii) any expense incurred to remove and dispose of any of Occupant's property that was not removed when Occupant vacated the unit. If Occupant paid a pet deposit under the Occupancy Agreement, RiverCane shall refund the deposit to the Occupant, minus any deductions for damage caused by the pet. If the amount Occupant owes exceeds the sum of

Occupant's final monthly fee and the pet deposit (if any), the Occupant or Occupant's Estate will be billed for the difference.

F. Adjustments to Fees:

RiverCane shall give the Occupant thirty (30) days written notice of any change in the monthly fee. (Adjustments to the monthly fee will be made no more than once per year.) This does not apply to eligible recipients of the Chitimacha Tribal Housing Authority subsidy. Fee adjustments for said Occupants are subject to change at any time, but not to exceed the monthly amount stated on the Occupancy Agreement (Added: 08/05/2021).

G. Action to be Taken for Nonpayment:

In the event payment is not received by the sixteenth (16th) day of the month, a Notice of Termination of the Occupancy Agreement shall be sent to the Occupant by Certified Mail – Return Receipt requested, or by personal delivery to the Occupant. Nonpayment of the required monthly payment, plus any late charges shall constitute a breach of contract and shall be addressed in the following manner:

- 1) The Notice of Termination shall contain the specific breach which has occurred, and shall give the Occupant thirty (30) days to cure the breach by rendering payment in full and presenting assurance of continued compliance with all contractual obligations, where applicable.
- 2) Notice of Termination shall also inform the Occupant of their rights to a Grievance Hearing (see Section V).
- 3) No legal action or further correspondence during the thirty-day period shall occur.

H. While the Occupant is entitled to an opportunity to cure a breach that is based on nonpayment, as provided in this Section IV G., RiverCane enjoys the discretion to determine, based on the nature and severity of the breach, whether or not an Occupant can cure other breaches of the Occupancy Agreement. Nothing in this Section IV G prevents or prohibits RiverCane from immediately terminating an Occupancy Agreement based on serious breaches of the Occupancy Agreement that have nothing to do with nonpayment. (Revised: 08/05/2021)

Failure on the part of an Occupant to cure the breach and/or provide assurance of continued compliance shall result in legal action being brought against the

Occupant to collect all money owed to RiverCane and evicts the occupant from the dwelling unit.

I. Late Charges

The Senior Director shall, at the close of business on the fifteenth (15th) day of the month, or the next working day thereafter, assess late charges in the following manner:

When an Occupant is late with a payment, a late charge of \$50 shall be assessed. Should an Occupant be repeatedly late with payments, The Senior Director shall consider the ability of the occupant to meet the financial obligations in a timely manner, and may take steps to terminate the Occupancy Agreement for breach of contract.

V. GRIEVANCE PROCEDURE/DISPUTE RESOLUTION:

A. Informal Resolution of Disputes:

Except as provided in Section V(D), all Occupants, as well as a person whose application has been denied under Section I(B)(2) (commission of a Disqualifying Crime) or Section III(B) (temporary loss of eligibility based on violations), are allowed the opportunity to dispute actions performed by RiverCane or failure to act and to receive within a reasonable period of time a response to the dispute. (Revised: 08/05/2021)

The Senior Director shall make every effort to respond to Occupant problems, requests for assistance, requests for action, or requests to reconsider decisions so as to avoid the necessity for formal Grievance Hearings before the Chief Administrative Officer.

B. Grievance Hearing (Revised 08/05/2021):

- 1) A complainant must request a Grievance Hearing in writing to the Chief Administrative Officer or his/her designee. To receive a Grievance Hearing, the written request must be submitted within fifteen (15) days from the date of the action or inaction giving rise to the grievance (Added: 08/05/2021).
- 2) When a request for a Grievance Hearing is received, a Hearing will be scheduled at the earliest convenience of the Chief Administrative Officer or his/her designee, the Senior Director, and the complainant.

- 3) If the complainant requesting the Hearing does not appear or is not excused from appearing, for reasons deemed valid by the Chief Administrative Officer or his/her designee at a scheduled Grievance Hearing, the matter in dispute will not be considered further. The complainant will be required to adhere to the action specified in the original response to his/her request.
- 4) At a formal Grievance Hearing before the Chief Administrative Officer or his/her designee:
 - a) There will be an opportunity for both the Senior Director and the complainant to present their case.
 - b) The Chief Administrative Officer or his/her designee will make a decision in writing on the grievance within ten (10) business days of the Hearing. The decision shall be binding upon the Senior Director and the complainant.

C. Escrow Deposits of Rent or Monthly Payments:

Where a grievance involves payment of rent or monthly payments, the complainant may not withhold payment pending a grievance hearing by the Chief Administrative Officer or his/her designee. The complainant must make monthly payments and payments for other charges when due; the Senior Director shall place these payments in an escrow account and shall not use them for any purpose until a grievance hearing is held and a decision is rendered.

D. Limitation on Grievances (Added: 08/05/2021):

Requesting or filing a Grievance shall not suspend, negate, delay, or disrupt the implementation of any RiverCane decision or action, including RiverCane's decision to terminate an Occupancy Agreement. The Grievance Procedures shall not apply to RiverCane's decision pursue an eviction in the Chitimacha Tribal Court.

VI. RECORDS:

All documentation relating to occupancy will be maintained by the Senior Director and shall be kept confidential. This information will be updated regularly and will remain confidential.

Each occupant shall be required to provide the name, address, and phone number of an **emergency contact**. This information will be kept with your occupancy file at the RiverCane Office.

VII. RULES FOR OCCUPANCY:

- 1.) Occupant is required to use the home as his/her primary residence. Each eligible Occupant residing in the unit must be listed on the Occupancy Agreement. Occupants who are not listed in said agreement are not allowed to occupy the unit for more than (10) days. In the event family and/or friends plan to visit for more than ten (10) days, then the Occupant must obtain written approval from the Senior Director. (Added: 08/05/2021)
- 2.) No occupant shall make any material modifications or additions to the unit without prior approval of the Senior Director.
- 3.) Occupants shall report in writing, either utilizing the work request form (Appendix K. of Part IX of the RiverCane Occupancy and Program Policies) or on a separate sheet of paper, to the Senior Director any damages to the licensed premises within twenty-four (24) hours. After and upon his/her failure to do report said damages, the Occupant shall be bound to repair or repay for repairs towards any damage resulting from negligence of the Occupant. (Revised: 06/21/2018)
- 4.) Occupants and/or guests shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the facility. If such occurs, the Occupant shall be responsible for any and all repairs or replacement costs required.
- 5.) The Occupant is responsible for all actions of the persons residing in the unit and/or guests, and may be accountable for such actions.
- 6.) The Occupant is responsible for keeping the unit in an acceptable condition – clean and sanitary, free from trash, clutter and debris and shall be monitored periodically to ensure same.
- 7.) Occupants may only have pets in accordance with the RiverCane Apartments Pet Policy (Appendix H. of Part IX of the RiverCane Occupancy and Program Policies.)
- 8.) RiverCane has surveillance security cameras installed for the purpose of providing added security to the occupants, visitors, and staff. Any complaints or disputes may be filed as set forth in the Surveillance Camera Policy (Appendix M. of Part IX of the RiverCane Occupancy and Program Policies.) (Added: 06/21/2018)
- 9.) Occupants shall permit RiverCane to inspect the unit within ninety (90) days of occupancy and at least annually thereafter and/or as deemed necessary. After three (3) unsuccessful attempts to request and schedule an inspection in the unit, RiverCane is authorized to conduct such inspection with or without the presence of the Occupant and without further request at a reasonable time. (Revised: 09/14/2011)
- 10.) For the safety and comfort of the Occupant, staff must be permitted to enter the unit to respond to emergencies, make repairs and improvements and spray for pest control as Senior/Housing staff deems necessary or advisable. Therefore, additional locks

are not permitted on the exterior doors of each apartment unit. Whenever feasible, staff will attempt to give you reasonable notice before entering the unit. After three (3) unsuccessful attempts to request and schedule routine maintenance and/or repair in the unit, RiverCane is authorized to conduct such services with or without the presence of the occupant and without further request at a reasonable time.

- 11.) A key to each unit will be kept in a locked, central location accessible for emergency purposes or to meet the conditions set forth within this section § 9 & § 10.
- 12.) Any involvement in illegal activities by the Occupant, other members of the unit, and/or guest may be considered grounds for immediate eviction in accordance with the Occupancy Agreement.
- 13.) RiverCane shall not be responsible for the loss of any personal property belonging to the Occupant due to theft, fire or any other cause. It shall be the occupant's responsibility to provide insurance to protect against personal loss.
- 14.) Each Occupant shall confirm or change their "Responsible Party" information at least once each year or as it changes. The responsible party shall acknowledge acceptance of this role by timely signing the appropriate form accordingly.
- 15.) Occupants with young children ages twelve (12) and under shall monitor them at all times. Children of said age are not to be loitering on the premises without adult supervision. Occupants will be fully responsible for any damages or defacing of property caused by the children regardless if child(ren) live with the Occupant or not. The Chitimacha Tribe of Louisiana shall not be liable for injury or damage to the children or property of the Occupants occurring anywhere on the premises (please refer to your signed Occupancy Agreement under "Non-Liability of Tribe/Licenser.") (Added: 02/08/2012)
- 16.) Occupants will also be required to maintain the appearance of their apartment units outside. For safety and emergency access, acceptable items should not block the walkway where walkers/wheelchairs or emergency response equipment is not accessible. Acceptable items that may be placed near or in front of the occupant's apartment are: door mats, chairs, garden hoses, wind chimes, small racks or shelves (for plants), and/or a small barbecue pit. All items must be kept neatly and away from the walkway. Items may not be in bulk and clutter is not acceptable. No other indoor/household items should be kept outside of the occupant's apartment. If the occupant has hanging plants or other hanging décor, the occupant must ensure that it does not obstruct the walkway where it will cause persons walking by to injure their heads. (Added: 05/22/2014)

Failure to comply with the Rules for Occupancy may result in termination of the Occupancy Agreement.

VIII. OCCUPANT RIGHTS:

Each Occupant has the right to the following:

- 1) The right to be treated with consideration and respect for personal dignity, individuality and privacy.
- 2) The right to exercise civil and religious liberties.
- 3) The right to live in a peaceful, safe and sanitary environment.
- 4) The right to engage in private communication. This shall include receiving and sending unopened correspondence, having access to a telephone or having a private telephone at personal expense, and visiting with persons of the Occupant's choice.
- 5) The right to participate in and benefit from community services and activities to achieve the highest possible level of independence, autonomy and interaction with the community.
- 6) The right to have his or her records treated confidentially and to have reasonable access to those records, subject to the constitutional right of privacy of other Occupants.
- 7) The right to present grievances to the facility and to recommend changes in the facility's policies, procedures or services.
- 8) The right to be free from abuse, neglect, and exploitation.

Each Occupant shall be given a copy of the RiverCane Occupancy Policies at the time the Occupancy Agreement is signed or when these policies have been revised and approved by the Chitimacha Tribal Council; and each Occupant shall sign the Occupancy Acknowledgment form attesting that they received the policies and agreements to comply with the terms therein.



RiverCane Residential Center

Occupant Application

APPENDIX A.

Occupant Information

Full Name: _____
Last First M.I.

Mailing Address: _____
Street Apt./Unit #

City State Zipcode

Check Box if you plan on using your new RiverCane address as your new mailing address.

Date Of Birth: _____ / _____ / _____ Marital Status: _____

Home Phone Number: _____ Cell Phone Number: _____

Other Number: _____ Social Security No: _____ - _____ - _____

Please Check the one that applies to you:

- I am a member of the Chitimacha Tribe.
- I am a Disabled Tribal Member under the age of 55 but meet the living requirements as stated in the RiverCane Center Occupancy & Program Policies.
- I am a Non-Tribal Spouse of deceased Tribal member.
- I am not a member of the Chitimacha Tribe but I have children/grandchildren who are members of the Tribe.
- I am not a member of the Chitimacha Tribe nor do I have children/grandchildren who are members of the Tribe.

Spouse's Name: _____ Social Security No: _____ - _____ - _____

Spouse's Date of Birth: _____ / _____ / _____

Responsible Party Contact Information

This person will be contacted in the event of an emergency or should any concerns regarding the Occupant(s) listed above occur.

Full Name: _____
Last First M.I.

Physical Address: _____
Street Apt./Unit #

City State Zipcode

Mailing Address: _____
Street Apt./Unit #

City State Zipcode

Home Phone Number: _____ Cell Phone Number: _____

Other Number: _____

RENTAL/RESIDENCE HISTORY

	Current Residence	Previous Residence	Prior Residence
Street Address			
City			
State & Zip			
Last Rent Amount Paid			
Owner/Manager and Phone Number			
Reason for Leaving			
Is/Was Rent Paid in Full?			
Did You Give Notice?			
Were You Asked to Move?			
Name(s) in which your Utilities are Now Billed:			
	From/To	From/To	From/To
Dates of Residency			

EMPLOYMENT HISTORY

	Current Employment	Previous Employment	Prior Employment
Employed By			
Address			
Employer's Phone			
Occupation			
Name of Supervisor			
Monthly Gross Pay			
	From/To	From/To	From/To
Dates of Employment			

Other Income Source: _____

CREDIT HISTORY

	Bank/Institution Name	Balance on Deposit or Balance Owed
Savings Account		
Checking Account		
Credit Card		
Auto Loan		
Other		
Other		

VEHICLES (Include vehicles belonging to other proposed occupants)

Make	Model	Color	Year	License Plate

GENERAL INFORMATION

Have you ever been served a late rent notice?	Do any of the people who would be living in the apartment smoke?	How long do you think you will be renting form us?
Have you ever filed for bankruptcy? If so, when?	When would you be able to move in?	Have you ever been convicted of a felony?
Have you ever been served an eviction notice? If so, when?	How many pets do ou have (list type, breed, approximate age and weight)?	
Have you had reoccurring problems with your current apartment or landlord? If yes, please explain:		
Why are you moving from your current address?		
List any verifiable sources and amounts of income you wish to have considered (optional):		
A credit and criminal background check will be conducted, is there anything negative we will find that you want to comment on?		

AGREEMENT AND AUTHORIZATION SIGNATURE

I believe that the statements I have made are true and correct. I hereby authorize a credit and/or criminal check to be made, verification of information I provided and communication with any an all names listed on this application. I understand that any discrepancy or lack of information may result in the rejection of this application. I understand that this is an application for an apartment and does not constitute a rental or lease agreement in whole or part. I further understand that there is a **non-refundable** fee to cover the cost of processing my application and I am not entitled to a refund even if I do not get the apartment. Any questions regarding rejected applications must be submitted in writing and accompanied by a self-addressed stamped envelope.

Applicant Signature

Date

Responsible Party Signature

Date



CHITIMACHA

TRIBE OF LOUISIANA
428 Chitimacha Loop P.O. Box 661
Charenton, LA 70523

RiverCane Temporary Residential License Agreement

USE OF PREMISES: The purpose of this limited license is to enable licensee meeting eligibility requirements set forth in the RiverCane Occupancy & Program Policies to occupy and utilize a unit within the structure of the RiverCane Residential Center located at 428 Chitimacha Loop Road, Charenton, Louisiana, 70523. The Licensee agrees not to use any part of the licensed premises for any unlawful conduct or purpose and will comply with all applicable Tribal and/or Federal laws and regulations.

PARTIES: Chitimacha Tribe of Louisiana (to be referred to as "Tribe" or "Licensor") hereby grants to _____ (to be referred to as "Occupant"), subject to the terms herein, a limited license to possess and use the following described property:

PREMISES: Unit No. _____ of the premises known as **RiverCane Residential Center**, located at **428 Chitimacha Loop** City **Charenton** State **Louisiana** Zip Code **70523** for use by resident as a temporary private residence only, as agreed by both parties.

TERM: This license is for a term commencing on the _____ day of _____, 20____, and ending on the last calendar day of _____, 20_____.

PLENARY CANCELLATION RIGHT: The Tribe/Licensor may revoke this license at will for any reason, provided that if such action is taken by the Tribe without cause or not as a result of any unacceptable action by the Occupant, the Occupant shall be entitled to a return of a prorata share of the license fee.

LICENSE FEE: This license is made for and in consideration of a monthly fee of _____ Dollars (\$_____), which is due by the 15th day of each month.

All license fee payments shall be remitted to: The RiverCane Director located at:
428 Chitimacha Loop
Charenton, Louisiana 70523 or mailed to
P. O. Box 661
Charenton, LA 70523

Please make checks/money orders payable to: **Chitimacha Tribe of Louisiana or RiverCane**

Tribe/Licensors acknowledges receipt from Occupant the sum of _____ Dollars (\$) _____) which is a prorated license for _____ days from the date of commencement of this limited license to the first day of the following month.

If Occupant pays by check and said check is not honored at the time of presentation for any reason whatsoever, Occupant agrees to pay an additional sum of \$25.00. This penalty provision is not to be considered a waiver or relinquishment of any of the other rights or remedies of Tribe/Licensors. Occupant will be required to make future payments in cash or money order if at any time check payment does not clear his/her bank.

The license fee shall be due on or before the 15th day of each month and if not paid by the 15th day of the month, a late charge of \$50.00 shall be assessed.

DEFAULT OR ABANDONMENT: Should the Occupant fail to pay the license fee or any other charges arising under this limited license promptly as stipulated, or should voluntary or involuntary bankruptcy proceedings be commenced by or against Occupant, or should Occupant breach any of the Rules and/or Regulations as referred to further herein, or should Occupant breach any other covenant of the limited license, Occupant shall be, at the option of the Tribe/Licensors, in default without the necessity of demand or putting in default. In the event of default hereunder, Tribe/Licensors may elect any remedy allowed under Louisiana or Tribal law, including but not limited to declaring the license fee for the whole unexpired term of the license together with the attorney's fees immediately due and payable, or to proceed later for the remaining term of the license or to cancel the license and obtain possession of the licensed premises.

ATTORNEY FEES: Occupant further agrees that if an attorney is employed to protect any rights of the Tribe/Licensors hereunder, Occupant will pay the fee of such attorney. Such fee is hereby fixed at twenty-five percent (25%) of the amount claimed or \$400.00 whichever is greater. Occupant further agrees to pay all Court costs and Law Enforcement charges, if any.

EVICTON WAIVER OF NOTICE: Occupant does hereby waive any and all notices of eviction required by the Chitimacha Tribe of Louisiana.

SECURITY DEPOSIT: Upon execution of this limited license, Occupant agrees to deposit with Tribe/Licensors the receipt of which is hereby acknowledged. The sum of _____ Dollars (\$) _____) which will be the subject to the attached SECURITY DEPOSIT RECEIPT. This deposit, which is non-interest bearing, is to be held by the Tribe/Licensors as security for the full and faithful performance of all of the terms and conditions of this limited license and any renewals of same. The security deposit is not an advance license fee and Occupant may not deduct any portion of the security deposit from the license fee due to the Tribe/Licensors. In the event of forfeiture of the security deposit due to Occupant's failure to fully and faithfully perform all of the terms and conditions of the license, Tribe/Licensors retains all of his/her other rights and remedies. Occupant does not have the right to cancel this license and avoid his/her obligations hereunder by forfeiting the said security deposit.

Occupant shall be entitled to return of the said security deposit within thirty (30) days in accordance with the terms of attached SECURITY DEPOSIT RECEIPT after the licensed premises are returned to Tribe/Licensor and, after inspection, found to be in as good condition as they were at the time Occupant first occupied same subject only to normal wear and tear and after all keys are surrendered to Tribe/Licensor. Tribe/Licensor agrees to deliver the premises clean and free of trash at the beginning of this license and Occupant agrees to return same in like condition at the termination of license.

In the event of any damage to the licensed premises or equipment therein, reasonable wear and tear excepted, caused by Occupant, his/her family, guest or agents, Occupant agrees to pay Tribe/Licensor, when billed, the full amount necessary to repair or replace the damaged premises or equipment.

Deduction may be made from the security deposit to reimburse Tribe/Licensor for the cost of repairing any damage to the premises or equipment, or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing at the termination of license. Deductions may also be made to cover any unpaid amounts owed to the Tribe/Licensor for any such damages or loss occurring prior to termination of the limited license and for which Occupant has been billed. In the event that such damage or cleaning charges exceed the amount of the security deposit, Occupant agrees to pay all excess costs to Tribe/Licensor. In the event there has been a forfeiture of the security deposit, charges for damages and cleaning shall be paid in addition to the amount of the said security deposit. Deductions will also be made to cover any unpaid license fee amounts and late fees.

Notwithstanding any other provisions expressed or implied herein, it is specifically understood and agreed that the entire security deposit aforesaid shall be automatically forfeited should Occupant vacate or abandon the premises before the expiration of this limited license, except where such abandonment occurs during the last month of the term, if Occupant has paid all license fees covering the entire term and either party has given the other timely written notice that this license will not be renewed under its automatic renewal.

SUBLEASE: Occupant is not permitted to sublet, assign or grant use of the licensed premises without the express written consent of Tribe/Licensor and then only in accordance with this limited license.

OCCUPANTS: The licensed premises shall be occupied as a temporary residence by the following persons only:

WARRANTY: Tribe/Licensor warrants that the licensed premises are in good condition unless otherwise noted, and that the roof, heating, air conditioning, electrical and plumbing are in proper working order. Occupant accepts them in such condition and agrees to keep

them in such condition during the term of the limited license at his/her expense and to repair any damage caused by Occupant, Occupant's family, guest or invitee.

REPAIRS AND MAINTENANCE: No repairs shall be due to the Occupant by the Tribe/Licensors unless otherwise agreed to. Occupant agrees to report, in writing, to Tribe/Licensors any damages to the licensed premises within twenty-four (24) hours after its occurrence and upon his/her failure to do so, Occupant shall be bound to repair any damage resulting from negligence of Occupant.

PETS: Occupant may have pets in accordance with the RiverCane Apartments Pet Policy.

OTHER VIOLATIONS AND NUISANCE: Should Occupant at any time violate any of the conditions of this limited license or should the Occupant discontinue the use of the premises for the purposes for which they are licensed, or fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other tenants in the unit, complex and building or neighborhood, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, engaging in unlawful or immoral activities including but not limited to illegal substance possession, use, or abuse (as identified in the RiverCane Residential Center Drug & Alcohol Policy), and should such violation occur again after written notice to cease and desist from such activity or disturbance, then Occupant may be declared in default by Tribe/Licensors and Tribe/Licensors shall have the option to demand the license fee for the whole unexpired term of the limited license which shall at once become due and payable or to immediately cancel this limited license and obtain possession of the premises or elect any other remedy allowed by law.

ACCESS: Occupant will permit Tribe/Licensors to have access to the licensed premises for the purpose of inspection, maintenance, and security in accordance with the provisions of the attached rules and regulations.

RULES & REGULATIONS: Occupant acknowledges receipt of a copy of the *RiverCane Occupancy & Program Policies* and its Appendix, which documents are all attached to and incorporated within this limited license. Occupant agrees to comply with all such rules and regulations and with all reasonable rules and regulations hereafter adopted by the Tribe/Licensors and posted in or about the residences and/or mailed or delivered to Occupant and failure to comply may be considered a default of this limited license. Single Occupant grantees of a two (2) bedroom unit expressly acknowledges that RiverCane may, upon notice, require the single Occupant to relocate to a one (1) bedroom unit. Should any terms of this limited license conflict with the attached policies, the interpretation most favorable to the Tribe/Licensors shall control.

NON-LIABILITY OF TRIBE/LICENSOR: Occupant agrees that Tribe/Licensors shall not be liable for injury or damage to person or property of Occupant, his family, guest, employees or invitees, occurring in, on or about the licensed premises, or occurring anywhere in or on the unit, complex or building or area in which the licensed premises are located, or in any other building or structure on said grounds, however caused or arising and

agrees to indemnify and hold Tribe/Licensor harmless therefore.

Tribe/Licensor will not be responsible for damage caused by leaks in the roof, by bursting pipes, by freezing or otherwise, or by any vices or defects of the licensed property or consequences thereof, nor will Tribe/Licensor be liable in damages for injury caused by any vices or defects of the licensed property to the Occupant or to anyone in the building or on the premises, except in case of positive neglect or failure to make action toward the remedying of such defects within reasonable time after having written notice from the Occupant of such defects and the damage caused by thereby. Should Occupant fail to so notify Tribe/Licensor promptly, in writing, of any such defects, Occupant will become responsible for any damage or injury resulting to Tribe/Licensor or other parties. It is recommended that the said Occupant shall maintain renter's insurance coverage on Occupant's possessions to be placed within and on the licensed premises. Tribe/Licensor shall be required to maintain the proper structural insurance only.

OCCUPANCY BY TENANT: Should Occupant be unable to obtain occupancy on the date of the beginning of the limited license due to causes beyond the control of the Tribe/Licensor, this limited license shall not be affected thereby, but shall be entitled to credit for the unexpired term of the limited license.

SPECIAL STIPULATIONS: Payment must be in the form of cash or one (1) money order/check payable to Chitimacha Tribe of Louisiana or RiverCane.

NON-WAIVER AND PRESUMPTION OF TRIBAL SOVEREIGNTY: By executing this limited license document, the Occupant expressly acknowledges that the Tribe/Licensor expressly preserves all authority and sovereign rights over the licensed premises. Nothing in this document creates either a direct or implied waiver of the Tribe's sovereign authority in any manner whatsoever, nor does this document create nor extend any civil or criminal jurisdiction of the State of Louisiana over the licensed premises.

The Tribe/Licensor, the Occupant, and the Occupant's Responsible Party signing below certify that they have read and understood this contract, the attached RiverCane Occupancy & Program Policies and consent to become parties to all the obligations expressed herein:

Occupant

Occupant

Date

Date

Responsible Party

RiverCane Senior Director
Chitimacha Tribe of Louisiana

Date

Date

RiverCane Occupant Assessment (Physician)

Occupant Name: _____

Date: _____

ACTIVITIES OF DAILY LIVING

COMMENTS

A. Mobility

Independent_____

Assistive Device Needed_____

Immobile and Unable to Transfer_____

B. Dining

Independent_____

Assistance Needed_____

Requires Supervision_____

Unable to Feed Self_____

C. Dressing

Independent_____

Assistance Needed_____

Unable to Dress Self_____

D. Hygiene & Grooming

Well-groomed_____

Assistance Needed_____

Requires Total Assistance_____

E. Bathing

Independent_____

Assistance Needed_____

Requires Total Assistance_____

F. Toileting

Independent_____

Has Occasional Accidents_____

Uses a Catheter or is Incontinent_____

G. Telephone

Operates Telephone Independently_____

Answers Telephone but Cannot Dial_____

Unable to Use Telephone_____

H. Shopping

Shops Independently_____

Needs Transportation but Shops Independently_____

Needs Transportation and Assistance with Shopping_____

Unable to Shop for Self_____

I. Meal Preparation

Plans Adequate Meals Independently_____

Needs Assistance with Preparing Meals_____

Needs to Have Meals Prepared and Served_____

J. Housekeeping

Independent with Housekeeping Duties_____

Performs Light Daily Tasks_____

Unable to Perform Housekeeping Tasks_____

K. Laundry

Does Laundry Independently_____

Unable to do Laundry_____

L. Transportation

Drives Own Car_____

Arranges Transportation_____

Unable to Travel_____

M. Medication Management

Responsible for Taking Medication Correctly_____

Needs Reminder and/or Set Up Medication in Advance_____

Unable to Dispense Own Medication_____

N. Ability to Handle Finances

Manages Financial Matters Independently_____

Needs Assistance_____

Incapable of Handling Money_____

O. Orientation

Normal _____
Mild Impairment _____
Moderate Impairment _____
Severe Impairment _____

PHYSICAL EXAMINATION

_____ **Initial** _____ **Annual**

Name: _____ Age: _____

Ht: _____ Wt: _____ B/P: _____ T _____ P _____ R _____

Check if normal. Please explain abnormal findings.

Mental Status _____

Skin _____

Head _____

Eyes _____

Ears _____

Nose _____

Mouth _____

Nervous System _____

Throat _____

Neck _____

Chest _____

GI System _____

Urinary/Bladder _____

Circulatory System _____

List all medications patient is on at the present time (include dosage and frequency):

Physician's Overall Assessment

FUNCTIONS INDEPENDENTLY IN THE FOLLOWING AREAS:

REQUIRES ASSISTANCE IN THE FOLLOWING AREAS:

UNABLE TO FUNCTION INDEPENDENTLY IN THE FOLLOWING AREAS:

Physician's Signature

Occupant's Signature

Date

Date

RiverCane Occupant Assessment (Senior Director)

Occupant Name: _____

Date: _____

ACTIVITIES OF DAILY LIVING

COMMENTS

A. Mobility

Independent_____

Assistive Device Needed_____

Immobile and Unable to Transfer_____

B. Dining

Independent_____

Assistance Needed_____

Requires Supervision_____

Unable to Feed Self_____

C. Dressing

Independent_____

Assistance Needed_____

Unable to Dress Self_____

D. Hygiene & Grooming

Well-groomed_____

Assistance Needed_____

Requires Total Assistance_____

E. Bathing

Independent_____

Assistance Needed_____

Requires Total Assistance_____

F. Toileting

Independent_____

Has Occasional Accidents_____

Uses a Catheter or is Incontinent_____

G. Telephone

Operates Telephone Independently_____

Answers Telephone but Cannot Dial_____

Unable to Use Telephone_____

H. Shopping

Shops Independently_____

Needs Transportation but Shops Independently_____

Needs Transportation and Assistance with Shopping_____

Unable to Shop for Self_____

I. Meal Preparation

Plans Adequate Meals Independently_____

Needs Assistance with Preparing Meals_____

Needs to Have Meals Prepared and Served_____

J. Housekeeping

Independent with Housekeeping Duties_____

Performs Light Daily Tasks_____

Unable to Perform Housekeeping Tasks_____

K. Laundry

Does Laundry Independently_____

Unable to do Laundry_____

L. Transportation

Drives Own Car_____

Arranges Transportation_____

Unable to Travel_____

M. Medication Management

Responsible for Taking Medication Correctly_____

Needs Reminder and/or Set Up Medication in
Advance_____

Unable to Dispense Own Medication_____

N. Ability to Handle Finances

Manages Financial Matters Independently _____

Needs Assistance _____

Incapable of Handling Money _____

O. Orientation

Normal _____

Mild Impairment _____

Moderate Impairment _____

Severe Impairment _____

Senior Director's Overall Assessment

FUNCTIONS INDEPENDENTLY IN THE FOLLOWING AREAS:

REQUIRES ASSISTANCE IN THE FOLLOWING AREAS:

UNABLE TO FUNCTION INDEPENDENTLY IN THE FOLLOWING AREAS:

Senior Director Signature

Date

RIVERCANE RESIDENTIAL CENTER Authorization for Pet Ownership Form

Occupant Name: _____ Date: _____

Apartment Number: _____ Pet's Name: _____

Pet Type: Dog _____ Cat _____ Bird _____ Fish _____ Other _____

Pet's Gender: _____ Pet's Color: _____ Pet's Age (MM/YYYY): _____

Breed of Dog, Cat, or Bird: _____ Projected Adult Weight: _____ lbs.

License or ID Number: _____

Veterinarian Utilized: _____

Address: _____ Phone No: _____

The following Sponsor has agreed to care for my pet named above, should I for any reason become unable to care for my pet:

Name: _____

Address: _____ Phone No: _____

I have read the Pet Policy - RiverCane Apartments of RiverCane Senior Center and I agree to comply with those policies.

Occupant: _____ Date: _____

Signature: _____

**** Attach a Photo of Pet to the
back of this page.**

Occupant has paid a pet deposit of \$_____.

RiverCane Senior Director

Date

FOR OFFICIAL USE ONLY:	
_____	Date Received
_____	Director's Initial

RiverCane



**OCCUPANT ACKNOWLEDGMENT
RECEIPT OF RIVERCANE OCCUPANCY & PROGRAM POLICIES**

I _____, an eligible occupant as selected to reside in the RiverCane Senior Center by the Chitimacha Tribe of Louisiana hereby acknowledge;

That as pursuant to the RiverCane Occupancy & Program Policies applicable to this program, I have been provided a copy of these policies. Further, that these policies have been reviewed during this orientation meeting and that I clearly understand my responsibilities as an occupant of this facility and agree to the terms and conditions therein.

Acknowledged and Signed on this _____ day of _____, _____.

Responsible Party

Occupant

Occupant

ACKNOWLEDGEMENT OF RECEIPT OF KEYS

FACILITY: RIVERCANE SENIOR CENTER

KEY TYPE (APT/POSTAL/MASTER): _____

IF APT., ROOM NUMBER: _____

IF POSTAL, BOX NUMBER: _____

NUMBER OF KEYS: _____

PERSON/DEPARTMENT RECEIVING KEYS: _____

PRINT

SIGNATURE

KEY(S) ISSUED BY: _____

SIGNATURE

TITLE

DATE RETURNED: _____

ALL KEYS ACCOUNTED FOR: _____

RECEIVED BY: _____

SIGNATURE

TITLE

Occupant: _____

Apartment Number: _____

RiverCane will not perform or provide any medical services to the occupants. The purpose of this form will be used to provide information to Emergency Response Personnel. If Occupant agrees to share information, he/she may provide information and sign for authorization below. This form will remain confidential and stored safely in the Occupant's file.

Please list any medical condition that you may have:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list any medications you currently take:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please list any allergies:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If we are unable to contact your Responsible Party, please list anyone that we may contact in the event of an emergency:

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

If you need more space to provide further information, please use the reverse side of this page.

I, the undersigned hereby agree to release the above medical information to RiverCane and emergency service personnel in the event of a medical emergency.

Occupant Signature

Date

PET POLICY – RiverCane Residential Center

APPENDIX H.

DATE ADOPTED: January 13, 2011

DATE REVISED: June 21, 2018

PURPOSE: The purpose of this policy is to establish procedures for RiverCane and its occupants regarding pets.

PETS:

RiverCane allows for pet ownership in its developments with the written pre-approval of the Senior Director. Occupants are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. Dog owners are subject to the Chitimacha Tribal Laws in regard to liability. All State and local laws shall be enforced regarding pets.

APPROVAL:

Occupants **must have prior written approval** of the Senior Director **before moving** a pet into their unit. Occupants must request approval on **the Authorization for Pet Ownership Form** that must be fully completed before the Senior Director will approve the request. Occupants must give the Senior Director a picture of the pet so it can be identified if it is running loose.

PETS PERMITTED:

Common household pets are acceptable as follows: The only pets allowed are a dog, cat, bird, hamster, guinea pig, gerbil and fish that are traditionally kept in the home for pleasure rather than commercial purposes. All other animals, insects, rabbit or reptiles including but not limited to a ferret, rat, mice, pot-bellied pig and a snake are not allowed.

Occupants are not permitted to have more than two pets (unless the pet is fish). In the case of fish, an occupant can have one or two of the following types of pets.

Dog - maximum number: 2

Cat - maximum number: 2

Birds - maximum number: 2 (must be caged at all times)

Rodents (guinea pig, hamster or gerbil ONLY) - maximum number: 2 (Must be caged at all times)

Fish - maximum number is one 55-gallon fish tank

SECURITY DEPOSIT:

Should there be any damage to the licensed premises, or equipment therein, reasonable wear and tear, caused by the Pet owner's pet, occupant agrees to pay Tribe/Licensors, when billed, the full amount necessary to repair or replace the damaged premises or equipment. Deduction may be made from the security deposit received by the occupant to reimburse the Tribe/Licensors for the cost of repairing any damage to the premises or equipment, or the cost of replacing any of the articles or equipment that may be damaged beyond repair, lost or missing caused by the Pet owner's pet.

RULES AND REGULATIONS:

The Pet Policy and the right of ownership shall be subject to a pet review by the Senior Director upon every annual recertification. The occupant of the rental unit where the animal is fed and sheltered is defined as the owner, and shall be responsible for meeting the requirements of this Pet Policy. The occupant's responsible party shall be responsible to care for the pet should its owner die or become unable to provide care.

The pet owner shall be solely responsible for damage, destruction or injury caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner. RiverCane reserves the right to exterminate and charge the occupant.

When an animal is taken outside of the owner's rental unit, the animal must be on a leash or caged. At no time shall the animal be left unaccompanied in the yard of the rental unit.

The Pet owner must show proof annually of license, distemper and rabies boosters for dogs and cats. A pet owner shall physically control or confine his/her pet during the times when RiverCane employees, agents or others must enter the pet owner's unit to conduct business, provide services, enforce lease terms, etc.

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas. Repeated substantiated complaints by neighbors or the RiverCane personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owners having to remove the pet or move him/herself. Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more to the disturbance of any person at any time of night or day shall be considered a nuisance.

REQUIREMENTS FOR APPROVAL OF OWNERSHIP OF DOGS AND CATS:

A dog or cat over five months of age shall be licensed in accordance with the applicable Tribal Laws/Codes. Dogs and cats must wear a tag at all times. All dogs must be spayed/neutered, except when a written opinion by a veterinarian confirms that such action would be detrimental to the animal's health and well-being.

All pet owners will be subject to a screening process by RiverCane personnel, which will include, but not be limited to, the suitability of the pet for the rental unit. No vicious or intimidating dogs are allowed. The following is a list of some of the dogs that are not allowed: Doberman, Rottweiler, Pit Bull, German Shepherd, etc.

The maximum size of a dog is twenty inches from the top of the shoulders to the floor when the dog is standing.

Occupants that fail to follow the screening process of a pet are subject to eviction.

All pet owners shall have a sponsor to be responsible for the pet in the event disability or absence of the owner occurs. Sponsors shall remove the pet from the rental unit within 24 hours of notification by the RiverCane Director.

Occupants owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter must be disposed of by placing it the pet waste container outside. The litter box must be changed and litter disposed of at least once a week. RiverCane will impose a separate waste removal penalty of \$5 per occurrence for failure to comply with pet rule on waste removal.

REQUIREMENTS OF OWNERSHIP OF CAGED PETS:

All guinea pigs, gerbils, hamsters or birds must be caged at all times.

UNAUTHORIZED PET AREAS AND ANIMAL CONTROL:

Dogs and cats shall remain inside the occupant's licensed unit unless they are on a leash and directly controlled. Pet owners must clean up after their pet and dispose of pet waste in a designated receptacle. Pets shall be prohibited from the common areas such as the parlor, rest rooms, kitchen, laundry room, dining room, nurse's station, and hallways.

Should a pet in a rental unit create a sanitation problem, RiverCane will reserve the right to contact Animal Control they may order removal of the pet. Pet bedding shall not be washed in the RiverCane laundry room.

PROCEDURES WHEN PET RULES ARE VIOLATED:

If the Senior Director determines on the basis of clear evidence, supported by written statements, that a pet owner has violated a pet rule, the Senior Director may serve a written notice of pet rule violation to the pet owner.

The notice must contain: the pet rule(s) alleged to be violated; a brief factual statement of how the pet violation was determined; a statement that the pet owner has 10 days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it; a statement that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting; and a statement that the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's Lease Agreement.

Meeting with the occupant: If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Senior Director must establish a mutually agreeable time and place for the meeting. The meeting must take place no later than 15 days from the effective date of the notice, unless the Senior Director agrees to a later date. As a result of the meeting, the Senior Director may give the pet owner additional time to correct the violation.

Notice of pet removal: The Senior Director may issue a notice for the removal of a pet if the pet owner and Senior Director are unable to resolve the pet rule violation at the meeting; or it is determined that the pet owner has failed to correct the pet rule violation.

ANIMAL BITES:

The pet owner must report all animal bites to the Chitimacha Police Department and Senior Director within twenty-four (24) hours of occurrence. Should a pet bite a person, the pet must be isolated at a veterinarian's office for ten (10) days for rabies observation at the owner's expense.

REMOVAL OF PET:

The Senior Director shall require the removal of any pet from the RiverCane facility if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the premises or of other persons in the community where the unit is located. In event of illness or death of pet owner, or in the case of emergency which would prevent the pet owner from properly caring for the pet, the Senior Director permission to call the Occupant's Responsible Party to take the pet and care for it until the sponsor would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

RIVERCANE APARTMENT INSPECTION FORM

COMPLETION DATE: _____	OCCUPANT: _____
APARTMENT NO: _____	(O) CONTACT INFO: _____
INSPECTOR: _____	RESPONSIBLE PARTY: _____
PRESENT: _____	(RP) CONTACT INFO: _____

ROOMS ASSESSMENT					
KITCHEN	QUANTITY / SPECIFIC LOCATION	CONDITION			NOTES:
		POOR	FAIR	GOOD	
RANGE HOOD					
WALLS SURROUNDING THE STOVE					
COUNTER SURFACES					
TOP CABINETS					
BOTTOM CABINETS					
FAUCET/SINK/PIPES					
CABINET UNDER SINK					
FLOORS					
EXTERNAL DOOR & LOCKS, PEEPHOLE					
LIGHT FIXTURES					
WALLS/CEILING					
BASEBOARDS/MOLDINGS					
OTHER					
UTILITY ROOM	QUANTITY/ SPECIFIC LOCATION	CONDITION			NOTES:
		POOR	FAIR	GOOD	
SHELVES					
WALLS/CEILING					
FLOORS					
WASHING MACHINE/DRYER FIXTURES					
LIGHT FIXTURES					
BASEBOARDS/MOLDINGS					
DOOR					
OTHER					

LIVING ROOM	QUANTITY/ SPECIFIC LOCATION	CONDITION			NOTES:
		POOR	FAIR	GOOD	
WALLS/CEILING					
FLOORS					
WINDOWS/BLINDS					
EXTERNAL DOOR & LOCKS, PEEPHOLE					
LIGHT FIXTURES					
CEILING FAN					
BASEBOARDS/MOLDINGS					
OTHER					
BEDROOM ONE	QUANTITY/ SPECIFIC LOCATION	CONDITION			NOTES:
		POOR	FAIR	GOOD	
WALLS/CEILING					
FLOORS					
WINDOW/BLINDS					
DOOR					
LIGHT FIXTURES					
CEILING FAN					
BASEBOARDS/MOLDINGS					
CLOSET					
WALLS/CEILING					
DOOR(S)/TRACKS					
SHELVES					
FLOORS					
BASEBOARDS/MOLDINGS					
OTHER					
BEDROOM TWO	QUANTITY/ SPECIFIC LOCATION	CONDITION			NOTES:
		POOR	FAIR	GOOD	
WALLS/CEILING					
FLOORS					
WINDOW/BLINDS					
DOOR					
LIGHT FIXTURES					
CEILING FAN					

BEDROOM TWO - CONT.	QUANTITY/ SPECIFIC LOCATION	CONDITION			NOTES:
		POOR	FAIR	GOOD	
BASEBOARDS/MOLDINGS					
CLOSET					
WALLS/CEILING					
DOOR(S)/TRACKS					
SHELVES					
FLOORS					
BASEBOARDS/MOLDINGS					
OTHER					
BATHROOM	QUANTITY / SPECIFIC LOCATION	CONDITION			NOTES:
		POOR	FAIR	GOOD	
WALLS/CEILING					
FLOORS					
LIGHT FIXTURES					
VENT/HEATER					
DOOR					
FAUCET/SINK/PIPES					
CABINET UNDER SINK					
DRAWERS					
TOILET/TOISSUE HOLDER					
SHOWER/TUB					
TOWEL RACKS					
WATER (HOT & PRESSURE)					
BASEBOARDS/MOLDINGS					
OTHER					
OTHER AREAS: SPECIFY	QUANTITY / SPECIFIC LOCATION	CONDITION			NOTES:
		POOR	FAIR	GOOD	
OUTSIDE LIGHTS					
YARD/PATIO/DECK					

APPENDIX J.

FOR OFFICIAL USE ONLY:

_____ Date Received

_____ Director's Initial

RiverCane



PROGRAM MEMBER ACKNOWLEDGMENT TESTIMONY OF LONG TERM RELATIONSHIP

I _____, an eligible program member as selected to reside in the RiverCane Senior Center by the Chitimacha Tribe of Louisiana and/or participate in the Tribal Elder program activities hereby attest;

That I have been residing with _____, a member of the Chitimacha Tribe, who is age fifty five (55) and over and considered my life partner, for a term of five (5) or more consecutive years.

Acknowledged and Signed on this _____ day of _____, _____.

Life Partner

I _____, an eligible program member as selected to reside in the RiverCane Senior Center by the Chitimacha Tribe of Louisiana and/or participate in the Tribal Elder program activities hereby attest that the above statement is true to the best of my knowledge.

Tribal Elder

RiverCane Senior Center

Service Order/Work Request Form

Date of Request: _____

Requestor's Name: _____

Apt. No./Location: _____

Please Describe Service(s) Requested or Nature of Issue Below:

**OFFICIAL USE ONLY
(Do Not Write Below)**

Services Rendered and/or Maintenance Technician's Remarks:

Status after Service
(Please Circle): Complete / Incomplete / Pending for _____
_____ / Under Observation / Working Soluion Provided

Date Completed: _____

Maintenance Worker
Signature _____

Senior Director's
Signature _____

RIVERCANE RESIDENTIAL CENTER
DRUG & ALCOHOL POLICY
APPENDIX L.

In consideration of the execution or renewal of a lease of the dwelling unit identified in the RiverCane Temporary Residential License Agreement ("Occupancy Agreement"), Licensor and Occupant agree as follows:

RiverCane respects every individual's right to health and well-being, and acknowledges their ability to take responsibility for their own behavior as it affects them, their loved ones, and the community. Because some of the behaviors associated with drug and alcohol use can create harm in a community, the following policy must be adhered to at RiverCane by the Occupant.

Please read and initial each section below:

- ___ Drug dealing, distribution, manufacturing, illegal use and/or abuse is prohibited. This includes, but is not limited to, the buying and selling of any illegal drugs or prescription medication that is a controlled substance on or immediately surrounding the building by the Occupant and their guests/visitors.
- ___ It is prohibited for an Occupant or their guests/visitors to possess or use illegal drugs, possess or use drug paraphernalia (or equipment used primarily to consume illegal drugs), or abuse prescription medication that is a controlled substance and possessed or used without a valid prescription anywhere on or off the RiverCane premises. (Revised: 08/05/2021)
- ___ It is prohibited for an Occupant and their guests/visitors to consume alcohol, smoke, or become publicly intoxicated in the community areas, which include the parlor, hallways, dining room (alcohol will be permitted during private parties/events only if written consent is provided by the Tribal Council or its designee), Nurse's Station, and laundry room. (Revised: 08/05/2021)
- ___ All Occupants must respect the rights of other Occupants to the peaceful enjoyment of the premises. Violent, threatening, or substantially disruptive behavior – whether or not it is related to substance use – will not be tolerated in public or private areas. This includes, but is not limited to, threatening other residents or staff and any other violent behavior towards others, destruction of property, making excessive noise, and having high volume visitor traffic in your unit.
- ___ Occupants are responsible for ensuring that their guests/visitors comply with the above standards.
- ___ An Occupant who fails a drug test or screen has violated this Policy. RiverCane will terminate an Occupancy Agreement for such a violation, pursue eviction, and deny future residence at RiverCane, as delineated below. (Added: 08/05/2021)
- ___ THE VIOLATION OF THE STANDARDS IDENTIFIED ABOVE SHALL BE A MATERIAL VIOLATION OF THE OCCUPANCY AGREEMENT AND GOOD CAUSE FOR TERMINATION OF THE LIMITED LICENSE GRANTED THEREIN. RiverCane may terminate an Occupancy Agreement for violating this Policy regardless of whether the Occupant has been criminally charged or convicted. Unless otherwise required by Tribal or federal law, proof of violation shall not require criminal conviction, but shall be by a preponderance of evidence (e.g., the evidence demonstrates that it is "more likely than not" that a violation occurred). (Added: 08/05/2021)

Testing Procedures:

1. Occupant must show up within the allotted time frame at the time of the drug screening.
2. If the occupant misses a screening outside the allotted time frame, it is considered an automatic positive.
3. If at any time the Occupant has a positive finding on the first offense, they may be offered to seek treatment in accordance with the RiverCane Residential Center Substance Abuse Treatment Agreement.
4. If the occupant has been evicted on grounds for violating this policy, the procedures listed in the Terms & Conditions section below shall be enforced. (Revised: 08/05/2021)

RiverCane Surveillance Camera Policy

APPENDIX M.

DATE ADOPTED: June 21, 2018

A. GENERAL

1. The surveillance security camera system is installed for the purpose of providing security to the occupants, visitors and staff of RiverCane.
2. The data will only be viewed by the RiverCane Senior Director, law enforcement, and/or attorneys and Tribal Administration of the Chitimacha Tribe of Louisiana.
3. Occupants are not permitted to view the recorded data.
4. Occupants, staff, and visitors may report concerns according to the procedures established in this policy.
5. Law enforcement agencies may request to view the data and/or request a copy of footage that is directly connected to an investigation of a complaint and/or criminal activity.

B. REQUESTS TO VIEW AND/OR THE GENERATION OF ARCHIVED VIDEO

1. Lease Violations

- a. Video that documents reported or alleged lease violations will not be shown to other occupants, including the reporting or complaining occupant. Rather, it will be saved and discussed with the offending occupant as appropriate.

2. Criminal Activity

- b. If an occupant reports a criminal act, such as theft, assault, vandalism, etc., they will be instructed to file a police report and informed that the video will be reviewed and any pertinent video or images will be provided to law enforcement, and they can share it or review it with them.

3. Occupant Disputes

- c. Occupant requests for video involving disputes with other occupants that do not involve lease infractions or criminal activity will be politely declined. The Senior Director, at his/her discretion, may review the video and proceed consistent with the above guidelines and other authority policies.

C. PROCEDURES FOR REQUESTS BY OCCUPANTS, STAFF, OR VISITORS

1. Occupants:

Occupants who wish to file a complaint against another occupant, staff member, or visitor must do so in writing using the Surveillance Complaint Form - Addendum N. of the RiverCane Senior Center Occupancy & Program Policy. Occupants who wish to file any suspicious or criminal activity must file a police report.

Staff Members and/or Visitors:

Staff Members and/or Visitors who wish to file a complaint against another occupant, staff member, visitor or program member, must do so in writing to the using the Surveillance Complaint Form.

2. All complaints (except for criminal) must be completed and submitted directly to the Senior Director.
3. Upon receipt, the form/written document will be dated and time-stamped.
4. The Senior Director will review the video footage and if anything pertinent appears in the video, the results will be discussed with the parties involved.

D. PROCEDURES FOR REQUESTS BY LAW ENFORCEMENT PERSONNEL

1. A law enforcement official may request to view video footage of criminal complaints filed.
2. A law enforcement official may request to view video of activity that relates to a criminal investigation.
3. Video shall be archived to a designated storage device and may be released to the law enforcement official upon request or upon receipt of a subpoena.

E. PROCEDURES FOR REQUESTS BY ATTORNEY

1. An attorney may request to view video of occupant criminal complaints and/or video of activity that relates to a criminal investigation by filing a request with the Chitimacha Police Department.
2. Video shall be archived to a designated storage device and released to the Chitimacha Police Department upon the receipt of a subpoena.



RiverCane Senior Center

Surveillance Complaint Form

The Information contained in this complaint form is completely confidential, unless legal actions are pursued, then it may become necessary to present this documentation to the Court of Law.

Property Name: RiverCane Senior Center

Person Submitting the Complaint: _____

Apartment No.: _____ Date/Time Filed: _____

Person Complaint is Against: _____

Date/Time of Occurrence: _____

Please check the appropriate box that best fits the nature of your complaint along with a DETAILED description of the grievance.

- | | |
|--|--|
| <input type="checkbox"/> Excessive Noise | <input type="checkbox"/> Foul Language |
| <input type="checkbox"/> Neighborhood Disturbance** | <input type="checkbox"/> Loitering |
| <input type="checkbox"/> Violent Behavior** | <input type="checkbox"/> Damage to Property** |
| <input type="checkbox"/> Illegal Criminal Activity** | <input type="checkbox"/> Inappropriate/Unprofessional Behavior |
| <input type="checkbox"/> Other: _____ | |

**If any of these items were checked, a police report must be filed!

Please provide a detailed description of the nature of the incident. Attach additional pages if necessary.

Complainant Signature: _____

Date: _____

OFFICIAL USE ONLY:
Received By: _____
Date/Time: _____