

'inhimiyu'nm (My Relatives) Home
CONTRACT

Successful Transitions

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Pathways & Wellness
Pathways to Wellness

'inhimiyu'nm Home is a five (5) bedroom home, two and half (2½) bathrooms with shared kitchen, laundry room, living room and dining room.

You will be renting one (1) bedroom for you and your child(ren) with the expectation to abide by this Contract and all Policy & Procedures set forth.

PROGRAM REQUIREMENTS

1. Eligibility Requirements:

- a. Must meet the following categories:
 - Must be 18 years or older
 - Female
 - One (1) OR more child.
 - One Child must be an enrolled member or eligible for enrollment with any federally recognized tribe.
- b. Current client of the Nez Perce Tribe Indian Child Welfare Program
- c. Must pass a drug test administered by 'inhimiyu'nm Program within 24 hours of move-in
- d. Must meet with your 'inhimiyu'nm Coordinator once per week as scheduled.
- e. Must attend weekly life skills, self-help, and/or recovery groups.
- f. Must complete a Comprehensive Diagnostic Assessment for mental health/substance abuse, and all recommended assessments per ICW case plan. Participant must maintain compliance with those recommendations and/or have graduated an inpatient/residential treatment center
- g. Applicant must be on NPTHA regular rental and/or Idaho Section 8 Housing waiting list or fill out required forms to be on list.

2. Criminal History. To the best of your knowledge, there are no warrants for your arrest for any criminal activities or for failure to comply with court-ordered conditions. You clearly disclosed any pending criminal charges and/or currently being on probation on your application for admittance into the ihimiyu'nm Program.

3. Individual Service Plan. You must meet with the 'inhimiyu'nm Coordinator to work on your Individual Service Plan specific to your home schedule and other productive time.

- a. You must meet with your 'inhimiyu'nm Coordinator on a weekly basis to work on your ISP goals.
- b. You must stay in compliance all other recommendations from NPT ICW, weekly Self Help groups, and counseling.
- c. You are required to complete all necessary mental health, dental, physical, and chemical dependency assessments, reviews, and any other requested documents and/or activities.
- d. You are required to participate in all education, employment and entitlements programs determined in your ISP. You must provide your 'inhimiyu'nm Coordinator with all required documentation.

4. Schedule. You will be required to be in compliance with all recommendations through designated service providers and attending a minimum of two (2) outside meetings, which may include but is not limited to self-help, AA, NA, Wellbriety, Sweat Lodge, Cultural Gatherings, Ceremonies and Church of any denomination.

You should either be working, attending school, or performing some kind of community/volunteer service. Based on identified needs, your education schedule could/should also include, but not limited to: Positive Indian Parenting, White Bison Curriculum, Financial Literacy, Life Skills, Steps to Self-Sufficiency, Health and Nutrition, Mental Health & First aid, Culture, Furthering Education, CPR/First Aid, etc.

You must maintain at least 40 hours of productive time each week, as specified in your ISP. You must turn in your “Productive Hours” worksheet for the previous week by Friday at 3pm, or otherwise specified by ‘inhimiyu’nm Coordinator.

5. **Sobriety Conditions.** You cannot knowingly associate with anyone using or actively under the influence of drugs and/or alcohol; please think of your own recovery and safety in high risk situations with family or friends who are not actively seeking sobriety. Exceptions for safe places are Outpatient Groups and Recovery Related Meetings.
 - a. You cannot patronize establishments that serve liquor, such as bars or liquor stores.
 - b. You cannot use, abuse, possess, or sell any illegal substances, drugs, or alcohol while in the ‘inhimiyu’nm Program.
6. **Legal Drugs.** You must notify your ‘inhimiyu’nm Coordinator of **ALL PERSCRIPTION DRUGS** in your possession or kept on the premises; this is to include prescription medications for children.
 - a. You are strictly forbidden to share your prescription drugs with anyone else.
 - b. Controlled substances will be kept in a locked safe and signed out upon prescription instructions. **Medication Sheet**
 - c. You must consult your prescribing physician before discontinuing or changing any dosage of any prescribed medication.
 - d. Over the counter medications such as Tylenol, Ibuprophen, vitamins or other non-controlled medications are expected to be kept in a safe location out of reach of children
7. **Participation in Recovery Activities.** You are expected to remain in compliance with your outpatient treatment recommendations at all times. You are expected to actively work your recovery through cultural gatherings, ceremonies, meetings, outpatient treatment, counseling, and/or other means beneficial to your personal growth. Failure to comply with all treatment recommendations or with any provision of your ISP, including but not limited to failing to appear for appointments, may result in termination from the program.
8. **Drug Tests.** You are subject to random UAs/mouthswabs. If your chemical dependency counselor and/or caseworker reports that you have had a positive drug screening result or that you are out of compliance with your treatment recommendations, you may be dismissed from the house immediately.

This is a **ZERO TOLERANCE** home and program.

 - a. If you refuse a mouth swab drug test, you are permitted to seek a urine sample through Valley Drug Testing
 - b. If you refuse any forms of drug testing, your test is presumptive positive for all substances.
9. **Personal Safety Disclosure.** If you, your children or another household member struggles with thoughts of self-harm/suicide/homicide, you are strongly encouraged to seek assistance. As mandatory reporters on the Nez Perce Reservation, all staff and house members are required to take action. **Please see Appendix A**
10. **Length of Stay.** Your length of your stay with the ‘inhimiyu’nm Program is dependent on the tasks you need to do to complete in order to become self-sufficient.
 - a. You need to set a prospective exit date with your ‘inhimiyu’nm Coordinator upon intake, which will be reviewed every three months in your quarterly review appointment.

11. Violations of agreements/contract. The process house/rule/program violations are outlined in the ‘inhimiyu’nm Policies and Procedures.

- a. You may be subject to a corrective action plan to resolve various different issues.
- b. You may submit a written grievance if you disagree with any decisions in regards to those violations; those grievances will be staffed with Coordinator, Wrap Around Team and ICW.

12. Grievances/Household Member Conflicts. It is highly encouraged for you to utilize your conflict resolution skills with other household members first. If that brings no solution, you may submit a written grievance for any unresolved disputes and they will be staffed with Coordinator and ICW.

- a. Chain of Command
 - ‘inhimiyu’nm Coordinator
 - ICW Caseworker
 - Director of ICW
 - Social Services Manager
 - Executive Director
 - HR Subcommittee (NPTEC)

13. Termination. Termination by ‘inhimiyu’nm Program staff will result in your removal from the program.

- a. If you are terminated, you will be given a **Termination Notice** indicating the program rule violation(s) and a specified date of exit.
- b. If you do not comply or leave the premises when asked, ‘inhimiyu’nm Program staff will seek police assistance and/or legal action.
- c. ‘inhimiyu’nm Program staff reserve the right to terminate you from the ‘inhimiyu’nm Program without notice.
- d. If terminated, you will not be allowed on the premises of the ‘inhimiyu’nm Home for any reason after your termination date
- e. Termination from the program can lead to removal of children from your care.

‘inhimiyu’nm HOUSE REQUIREMENTS

14. Room rental payments are expected on time and in full. This is part of your commitment to wellness and success.

- a. Rent is calculated at a set management fee of **\$ 300.00**.
- b. Set Management Fee will be based on a calculation of utilities and cost of living divided up between families.
 - Once the set management fee is established, participants have the option to pay extra per month in efforts to save money for their transition out of the home. i.e. Set rent is \$300.00 and participant pays \$400.00 per month; the extra \$100.00 would be placed in a delegated account to be drawn upon with successful completion of program requirements.
- c. All changes in income and/or household composition must be reported on an **interim certification** within 14 days of occurrence. If ‘inhimiyu’nm determines that a participant has failed to timely update household composition, ‘inhimiyu’nm shall retroactively charge the participant for all increases in rent that would have been due under the new household composition.

- d. Set Management Fee is due and payable by the 5th (fifth) of each month. It is your responsibility to notify the office and make satisfactory payment arrangements if you cannot pay the full amount on this date.
- e. If you do not pay your rent, you may be placed on a “Probationary Contract”, or this Contract may be voided and you will be asked to leave.
- f. There will be a \$35 charge for any NSF returned checks.
- g. Rent must be paid directly to: **Nez Perce Tribe Finance Department**
“Vets Building”
120 Bever Grade
Lapwai, ID 83540.
- h. Rent is not refunded at any time.

15. Security Deposits. All participants in the ‘inhimiyu’nm Home are required to pay a security deposit of **\$ 500.00** prior to occupancy.

- a. Within 14 days of a participant’s relinquishment of a ‘inhimiyu’nm shall conduct a **move-out inspection** and determine if there is any damage to the unit for which the participant is responsible.
 - If there is damage to the room for which the participant is responsible, ‘inhimiyu’nm shall retain an amount of the participant’s security deposit necessary to defray the estimated cost of repairs.
 - ‘inhimiyu’nm shall also retain funds from the security deposit necessary to cover other debts owed by the participant to ‘inhimiyu’nm.
- b. If monies are withheld from the participant’s security deposit, ‘inhimiyu’nm shall make reasonable attempts to notify the participant of the reason(s) the monies were withheld.
- c. Any security deposit not retained to cover the estimated costs of repairs or other debts to ‘inhimiyu’nm shall be returned to the participant within 30 days of the final move-out inspection.

16. Search and Seizure. The room you are assigned, personal items (including personal belongings of the children) and vehicles can be searched and/or entered at any time by the ‘inhimiyu’nm Program/ICW staff with reasonable suspicion of drug/alcohol use, possession of weapons or any other violation of ‘inhimiyu’nm Home rules. If you refuse, you will be terminated from the ‘inhimiyu’nm Home and ordered to leave immediately. In the event you fail to leave voluntarily, ‘inhimiyu’nm may invoke the assistance of Nez Perce Tribal Police or Nez Perce Tribal Court.

17. Vehicles. You may only have one working, legally licensed and insured, vehicle on the premises. No vehicle may be under repair for more than two days. Please Policy and Procedure Manual for more information regarding vehicles.

18. Fire and Safety. Smoking/Vaping is allowed outside in a designated smoking area ONLY. There is absolutely no smoking/vaping inside the house at any time. Smoking/vaping inside the house is a direct violation of this contract and is grounds for a fine and/or immediate dismissal.

- a. Do not leave candles burning at night or when you leave the house.
- b. Make sure all smudge bowls/ceremonial items are fully extinguished when leaving the home or over night

- 19. Weapons.** You may not possess any weapons in or near the ‘inhimiyu’nm Home. Weapons include, but are not limited to: guns/firearms (including BB guns, paintball guns, potato guns), and any knife that is not intended for food preparation.
- 20. Pets.** There are no pets of any kind allowed on the premises at all.
- 21. Alterations/Decorations.** Any decorating, painting or altering of the ‘inhimiyu’nm Home must first be discussed with your ‘inhimiyu’nm Home Coordinator. Decorations, posters, etc. containing obscene or pornographic pictures, profane language, weapons, drugs or alcohol will NOT be tolerated.
- a. A designated spot in the room will provided for personal decoration/use.
- 22. Maintenance & Repairs.** Participants in the ‘inhimiyu’nm Home shall provide the basic upkeep of the home; this to include the overall structure, attached out buildings and major appliances. ‘inhimiyu’nm shall detail these **cleaning and maintenance standards** in a written document that is provided, along with a policy manual, to all participants at the time of occupancy. Repairs which are not the responsibility of ‘inhimiyu’nm shall be requested and performed in accordance with the maintenance chapter of the ‘inhimiyu’nm Policy and Procedures. **See attached**
- 23. Release of Information forms.** Participants must sign all required Release of Information forms as requested by the service providers and can rescind those documents for any reason during the duration of this program.
- 24. Exit.** You must give written notice of your intent to vacate at least 10 days in advance. You must surrender your keys to staff and complete a move-out inspection. Upon exiting the program, you must clean, repair, and restore the unit to the condition it was when you entered the program. ‘inhimiyu’nm will not store participants’ personal belongings when they are terminated from the **‘inhimiyu’nm Home** or when a participant leaves the program voluntarily. All personal belongings must be removed by the date and time given by the **‘inhimiyu’nm Coordinator** or the date stated in the participant’s notice of intent to vacate. Any belongings left in the unit for more than two business days will be considered abandoned, regardless of whether the person was terminated or voluntarily left the program. Abandoned items will become the property of **‘inhimiyu’nm** or otherwise will be disposed of or donated to charity.
- 25. Visitors. NO VISITORS**
- 26. House Rules.** Abide by all house rules and resident guidelines. **See attached**
- a. House rules will also be posted on wall in ‘inhimiyu’nm Home

PARTICIPANTS AGREE TO THE FOLLOWING:

_____ I understand that, as a member of this Clean & Sober residence, I am required to read and familiarize myself with the ‘inhimiyu’nm Program Policies and Procedures and house rules.

_____ If I don’t understand something, I will ask for assistance.

_____ I understand that by living in the ‘inhimiyu’nm Home, I am not covered by the **State of Idaho nor Nez Perce Tribal Landlord Tenant Laws**.

_____ I understand that any future additions or updates to this Contract will be brought to my attention and I will be bound to those changes.

_____ I understand that by signing this Contract, I am bound to all of the terms and conditions in this Contract, as well as the ‘inhimiyu’nm Program Policies and Procedures and ICW Program guidelines.

_____ THIS CONTRACT DOES NOT CONSTITUTE A LEASE OR CONVEY A LEASEHOLD INTEREST UNDER NEZ PERCE TRIBAL CODE.

_____ PARTICIPANTS DO NOT RECEIVE AN EXCLUSIVE RIGHT OF OCCUPANCY IN THIS PARTICULAR HOUSING UNIT BUT ARE SUBJECT TO PROGRAM RULES.

_____ PARTICIPANTS ARE NOT PARTICPANTS OF THE NEZ PERCE TRIBE HOUSING AUTHORITY.

_____ PARTICIPANTS AGREE THAT EVICTION PROCEDURES UNDER NEZ PERE TRIBAL CODE AND/OR NEZ PERCE TRIBAL HOUSING AUTHORITY DO NOT APPLY TO THE TERMINATION OF THIS AGREEMENT OR TO THEIR OCCUPANCY OF ‘INHIMIYU’NM HOME.

Participant

Date

‘inhimiyu’nm Coordinator

Date

ICW Caseworker

Date

ICW Director

Date