

CHICO RANCHERIA HOUSING CORPORATION

Elders' Owner-Occupied Health & Safety Assistance Policy

Subject: Chico Rancheria Housing Corporation Elders' Owner-occupied Health & Safety Assistance Policy	Number: 1
	Effective Date: 05/27/2009
Statute: Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) (25 U.S.C. 4101 et seq.); Regulations 24 CFR § 1000	Supersedes: None
Authority: CRHC Resolution 09-11 MIT Ordinance: No. 1, Article VI, e.	File Reference:
	Approved: 05/27/2009

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1 **SECTION I. PURPOSE**

2
3 The purpose of this policy is for administering Chico Rancheria
4 Housing Corporation's (CRHC's) Elder Owner-Occupied Health &
5 Safety Assistance Program funded through the Native American
6 Housing Assistance and Self Determination Act (NAHASDA), and
7 other funding sources when available.

8
9 The purpose of the Elder Owner-Occupied Health & Safety
10 Assistance program is to provide assistance to low-income elder
11 homeowners whom have a Health & Safety need when there is no
12 other source of funding to meet their need. The Elder Owner-
13 Occupied Health & Safety Assistance program shall NOT be
14 confused with CRHC's Owner-Occupied Rehabilitation Program.
15 UNDER NO CIRCUMSTANCES SHALL ANY CONSTRUCTION OCCUR
16 UNDER THIS PROGRAM. The specifics identifying "Health & Safety
17 Assistance" are defined in Section II, B., 2.
18

19 **SECTION II. POLICY**

20 **A. Definitions**

21 See CRHC's Eligibility & Admissions Policy to review a more
22 comprehensive list of definitions.

23 **1. Annual Income:**

24 Annual income is the anticipated total income from all sources
25 received by the family head of household and spouse (even if
26 temporarily absent) and by each additional adult member of the
27 family during the coming 12-month period, as defined for HUD's
28 Section 8 programs in 24 CFR part 5, subpart. Annual income
29 includes Tribal Revenue Share Disbursements.

30 **2. Children:**

31 Persons under 18 years of age or under 24 years of age if living at
32 home and attending school full time.

33 **3. Disabled Family:**

34 Family in which the Head of Household is a disabled person as
35 defined in this section.

36 **4. Elderly Family**

37 The terms '*elderly family*' means a family whose head (or his or
38 her spouse), or whose sole member, is an elderly person. Such

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1 term includes two or more elderly persons living together, and
2 one or more such persons living with one or more persons
3 determined by CRHC to be essential to their care or well being.
4 An elderly family is NOT a family in which the head of household
5 or spouse is NOT an elderly person but an elder does resides in
6 the home (i.e., grandparent living with family).

7 **5. Elderly Person**

8 The term '*elderly person*' means a person who is at least 62 years
9 of age.

10 **6. Extended Family**

11 Family lineage, which may include: aunts, uncles, siblings,
12 grandparents, nieces, nephews, cousins, etc...as determined by
13 the family

14 **7. Family**

15 Family consists of one of the following scenarios (all other
16 scenarios are considered Extended Family as defined in this
17 section):

- 18
- 19 (a) a single adult or emancipated minor;
- 20
- 21 (b) a single adult with child/children;
- 22
- 23 (c) a CRHC recognized domesticated partnership (i.e.,
24 marriage);
- 25
- 26 (d) a CRHC recognized domesticated partnership with
27 children;
- 28
- 29 (e) a parent or parents (i.e., grandparents) of a single
30 person or a parent or parents of one partner in a tribally
31 recognized domesticated partnership with or without
32 children.

33 **8. Head of Household**

34 The term "*Head of Household*" means, the adult member of the
35 Family who is actually accountable for the Family. The "*Head of*
36 *Household*" also assumes legal and moral responsibility for the
37 household. Furthermore, the "*Head of Household*" must be
38 eighteen (18) years of age or legally emancipated by the State.

39 **9. HUD**

40 The U.S. Department of Housing and Urban Development.

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1 **10. Indian**

2 Any person recognized as being an Indian or Alaska Native by an
3 Indian Tribe, the Federal government or any state.

4 **11. Indian Service Area**

5 CRHC's Indian area is the jurisdiction authorized by the
6 Mechoopda Indian Tribe for CRHC to operate affordable housing
7 programs. Each program may have different Indian Service Area
8 defined in the annual Indian Housing Plan. The service area for
9 the Elder's Owner-Occupied Health & Safety Assistance Program
10 is defined as all areas of the United States.

11 **12. Indian Tribe**

12 (a) The term '*Indian tribe*' means a tribe that is a federally
13 recognized tribe or a State recognized tribe.

14 (b) The term '*federally recognized tribe*' means any Indian
15 tribe, band, nation, or other organized group or community
16 of Indians, including any Alaska Native village or regional or
17 village corporation as defined in or established pursuant to
18 the Alaska Native Claims Settlement Act, that is recognized
19 as eligible for the special programs and services provided
20 by the United States to Indians because of their status as
21 Indians pursuant to the Indian Self-Determination and
22 Education Assistance Act of 1975.

23 (c) The term '*State recognized tribe*' means any tribe, band,
24 nation, pueblo, village, or community that has been
25 recognized as an Indian tribe by any State and for which an
26 Indian Housing has, before the effective date under section
27 705 of NAHASDA, entered into a contract with HUD
28 pursuant to the United States Housing Act of 1937 for
29 housing for Indian families and has received funding
30 pursuant to such contract within the 5-year period ending
31 upon such effective date.

32 **13. Low Income Family**

33 The term '*low-income family*' means a family whose income
34 does not exceed 80 percent of the median income for the area,
35 as determined by HUD with adjustments for smaller and larger
36 families.
37
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39

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1 **14. Mechoopda Tribal Family**

2 A family, as defined within this section, in which at least one
3 family member, adult or child, is an enrolled Tribal Member of
4 the Mechoopda Indian Tribe of Chico Rancheria, California.
5

6 **15. Median Income Limits**

7 Median Income Limits shall be updated annually based on HUD's
8 published Annual Income Limits and shall be the greater of:

- 9
- 10 (a) The median income limits for the county, or
- 11
- 12 (b) The US median income limit

13 **16. NAHASDA**

14 The Native American Housing Assistance and Self-Determination
15 Act passed by the U.S. Congress in 1996.

16 **17. Persons with Disabilities**

17 *Person with Disabilities* means a person who—

- 18 (a) Has a disability as defined in section 223 of the Social
19 Security Act;
- 20 (b) Has a developmental disability as defined in section 102
21 of the Developmental Disabilities Assistance and Bill of
22 Rights Act;
- 23 (c) Has a physical, mental, or emotional impairment which-
- 24 (1) Is expected to be of long-continued and indefinite
25 duration;
- 26 (2) Substantially impedes his or her ability to live
27 independently; and
- 28 (3) Is of such a nature that such ability could be
29 improved by more suitable housing conditions.
- 30 (d) The term "person with disabilities" includes persons who
31 have the disease of acquired immunodeficiency
32 syndrome or any condition arising from the etiologic
33 agent for acquired immunodeficiency syndrome.

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1 (e) Notwithstanding any other provision of law, no individual
2 shall be considered a person with disabilities, for
3 purposes of eligibility for housing assisted under this
4 part, solely on the basis of any drug or alcohol
5 dependence. The Secretary shall consult with Indian
6 tribes and appropriate Federal agencies to implement
7 this paragraph.

8 (f) For purposes of this definition, the term "*physical,*
9 *mental or emotional impairment*" includes, but is not
10 limited to:

11 (1) Any physiological disorder or condition, cosmetic
12 disfigurement, or anatomical loss affecting one or
13 more of the following body systems: Neurological,
14 musculoskeletal, special sense organs, respiratory,
15 including speech organs; cardiovascular;
16 reproductive; digestive; genito-urinary; hemic and
17 lymphatic; skin; and endocrine; or

18 (2) Any mental or psychological condition, such as
19 mental retardation, organic brain syndrome,
20 emotional or mental illness, and specific learning
21 disabilities.

22 (3) The term "*physical, mental, or emotional*
23 *impairment*" includes, but is not limited to, such
24 diseases and conditions as orthopedic, visual,
25 speech, and hearing impairments, cerebral palsy,
26 autism, epilepsy, muscular dystrophy, multiple
27 sclerosis, cancer, heart disease, diabetes, Human
28 Immunodeficiency Virus infection, mental
29 retardation, and emotional illness.

30 **18. Waiting List**

31 A list used to rank need based on a points scoring system when
32 funding is minimal or unavailable. Before an applicant is placed
33 on the waiting list, the application, including all third party
34 verification must be complete. If there is a tied score, the
35 applicant that has been on the waiting list for the longest period
36 of time based on the date and time the completed application
37 was received by the Chico Rancheria Housing Corporation will
38 have priority for assistance. The waiting list will be scored as
39 follows:
40

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WAITING LIST SELECTION PREFERENCE:	# OF POINTS:
Mechoopda Tribal Family	100
Heating Need During *Winter Months	10
Cooling Need During *Summer Months	10
Elderly Disabled Family	1

*Winter and Summer Months vary in different areas of the United States, and shall be subjective to the logical circumstances of each claim.

B. Program Information

1. Use of Grant Funds

The Chico Rancheria Housing Corporation (CRHC) shall seek to make the best possible use of all grant funds available by conserving available grant funds wherever possible and making maximum use of other assistance funds through utilization of public agencies and non-profit groups or through combined funding in order to reserve funds for needs that cannot otherwise be met.

2. General Eligibility

For the purpose of this policy, the terms "applicant" and "owner" shall stand for all persons listed as owner on the title to the property. For this purpose, *Owner* means applicant(s) having fee simple title, trust title, 99-year fee-simple leasehold interest, or 25-year automatic renewal leasehold interest for trust land. The owner on the title must also be an elder as defined below.

General eligibility requirements are as follows:

- a. **Title holder must be an Elder:** At least one applicant on the title to the property must be an elder member of an Indian Tribe as defined in Section II. A. 10.
- b. **Indian Service Area:** Eligible property must be within the *Area of the United States*, which CRHC operates the Elder Health & Safety Assistance Program.
- c. **Exclusive Residence:** Applicant must occupy the home as their sole residence.

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- d. **Income Limits:** The annual income (as defined in NAHASDA) from all sources of each member of the applicant's household must not exceed 80 percent of the median income. *Median income* is here defined as the greater of: (1) The median income for the counties, previous counties, or their equivalent in which the Indian area is located; or (2) The median income for the United States.

- e. **Homeowner's Insurance:** Applicant must have adequate homeowners insurance to indemnify against loss from fire, weather, and liability claims. This requirement is in addition to applicable flood insurance requirements reference in Section II. B. 3. a. of this policy.

- f. **Open Application Period:** Applications will be accepted year-round. Generally, applications will be processed on first-come, first-serve basis; however, CRHC may elect to publicize open application periods with a specific filing date as a method for identifying and serving the most urgent Health & Safety needs of Elder Families. This process will allow CRHC to do the necessary planning and budgeting needed for completion of the Indian Housing Plan (IHP) submitted annually to HUD for funding under NAHASDA. In this instance, CRHC will rank all applications received during the open period and rank them according to the waiting list as defined in Section II. A. 20.

- g. **Mutual Help Units:** *Mutual Help Homeownership Program* units are owned by the Mechoopda Indian Tribe and administered by CRHC. According to the terms of the leasing instrument used by the Tribe, Lessees are responsible for the maintenance and repair of the tribally owned homes. Therefore, Lessees of the Mutual Help Homeownership Program are not eligible for Health & Safety Assistance under this policy.

3. Environmental Eligibility

Only projects Categorically Excluded Not Subject to 24 CFR § 58.5 are eligible for assistance under this policy.

- a. **Flood Zones:** If the property is located in a FEMA designated Special Flood Hazard Area, the community in which the property is located must be participating

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1 in the National Flood Insurance Program (or less than
2 one year has passed since FEMA notification of Special
3 Flood Hazards); and Flood Insurance under the National
4 Flood Insurance Program must be obtained and
5 maintained for the economic life of the project, in the
6 amount of the total project cost.

7
8 b. **Coastal Barrier Resource Systems:** Properties located
9 in a Coastal Barrier Resource System are **NOT** eligible
10 for assistance.

11
12 c. **Runway Clear Zones:** All eligible projects under the
13 program will not involve HUD assistance, subsidy, or
14 insurance for the purchase or sale of existing property.
15 Therefore, Runway clear zone review and
16 acknowledgement is not a requirement under this
17 program.

18 **4. Eligible Health & Safety Assistance Activities**

19
20 a. Eligible Health & Safety Assistance activities include
21 minor repair work orders that will provide a remedy to
22 Health & Safety deficiencies. In order to conserve grant
23 funds, repairing existing accessories shall be first
24 priority followed by the replacement of items based on
25 feasibility. In the event of replacement, only
26 comparable items shall be eligible. *In example, if it is*
27 *more feasible to replace an existing refrigerator*
28 *rather than repair it, the replacement unit shall be of*
29 *equivalent quality as the unit being replaced.* **ONLY**
30 **REPAIRS LISTED BELOW ARE ELIGIBLE UNDER THIS**
31 **PROGRAM:**

32
33 **(1) Heating, Ventilation, and Cooling (HVAC)**
34 **Repairs:**

35
36 (a) Repairing or replacing existing heating
37 systems;

38
39 (b) Repairing or replacing existing cooling
40 systems;

41
42 (c) Repairing or replacing other ventilation
43 systems, such as central fan motors that
44 are necessary for proper ventilation;
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(2) Appliance Repairs:

- (a) Repairing replacing or stoves, ovens, & ranges;
- (b) Repairing or replacing refrigerators and freezers;
- (c) Repairing or replacing dish washing machines and garbage disposals;
- (d) Repairing or replacing laundry appliances including washing machines and drying machines;
- (e) Repairing or replacing other appliances necessary for residents to maintain the Health & Safety of the home.

(3) Repairing minor plumbing problems THAT DO NOT INVOLVE CONSTRUCTION OR GROUND BREAKING ACTIVITIES, such as broken faucets which serve primary fixtures (i.e., kitchen sink, main bathroom), toilet repairs and leaks, and other repairs that constitute the Health & Safety of the resident.

(4) Repairing minor electrical problems THAT DO NOT INVOLVE CONSTRUCTION OR GROUND BREAKING ACTIVITIES, such as fuse replacement and other repairs.

b. Specific repairs that are NOT eligible include but are not limited to:

- (1) Window Replacement is NOT and eligible activity under this program. **Rational:** Quite often widow replacement involves construction activities that are not eligible under this program.
- (2) Television antennas and Digital Television Boxes and or repairs, satellite dishes, internet connections, computers, or similar electronic devices. **Rational:** The program's purpose is to

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1 serve the households with the greatest Health
2 & Safety needs.

3
4 (3) Repairing or replacing existing electronic
5 medical alert devices. **Rational:** This repair
6 work could constitute a liability and should be
7 funded from another source, such as medical,
8 etc...

9
10 (4) Painting. **Rational:** This type of maintenance
11 constitutes environmental requirements
12 beyond the scope of this policy, thus cannot be
13 administered by CRHC.

14
15 (5) Any other repairs not listed in Section II. B. 4.
16 a.

17
18 c. **Maximum Allocation:** The maximum cost of Health &
19 Safety Assistance activities expended on a housing unit
20 within any 24 month time period is not to exceed
21 \$5,000.00. However, each individual work order must
22 be less than \$2,000.00. *In example, an elderly family*
23 *may have a need to repair their heater and repair a*
24 *broken pipe due to freezing in the winter. The heater*
25 *repair may cost \$1,800.00 and minor plumbing repair*
26 *may cost \$300.00. This sums to over \$2000.00 (\$1800 +*
27 *\$300 = \$2100) but consists of two different work orders*
28 *that are less than \$5,000.00.*

29
30 d. **Useful Life:** The Useful Life period for projects funded
31 through this program is defined as two (2) years. CRHC
32 shall be given notice by the Recipient of any sale of the
33 Property occurring prior to the end of the Useful Life
34 Period, which shall be two (2) years from the date of
35 the completion of the assistance project.

36
37 e. **Recapturing Provisions on the Sale of the Property:**
38 If the Property is sold within two (2) years of the date
39 of the Recipient Agreement, the parties agree that
40 CRHC shall recapture all of the assistance funds
41 provided. Revenue share disbursements, if applicable,
42 shall be one method of recapture. Such language shall
43 be included in the Recipient Agreement.
44
45

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C. Procedures

1. Developing a Retention Pool

- a. **Elderly Families List Submission:** CRHC, through agreement with the Tribe, shall be issued a list of enrolled Elderly Families, and shall be submitted updates on a regular basis.
- b. **Solicitation from the Elderly Families List:** CRHC shall contact the Elderly Families from the list and explain the Elder Health & Safety Assistance Program. If the family is interested in being on in the retention pool, CRHC shall inquire the necessary information to determine if the family may be eligible for assistance, such as if they own the home and what the family's annual income.
- c. **Initiating the Application Process:** If it is determined that the elderly family appears eligible based on the inquiry (i.e., owns their home, and is low-income or marginal), CRHC shall initiate the application process.
- d. **Notifying the Family of Income Eligibility Status:** Once the family is determined eligible or ineligible based on income, written notice shall sent explaining the income eligibility status to the family.
- e. **Environmental Review:** CRHC or its agent shall conduct the environmental review in accordance with Section II. B. 3. If flood insurance is required, a copy of the policy declaration must be kept in the Environmental Review Record.
- f. **Contingent Recipient Agreement:** Prior to being placed in the Retention Pool, the applicant shall executed a contingent recipient agreement that will outline the assistance provided should an eligible (Section II. B. 4.) need occur.
- g. **Adding Eligible Families to the Retention Pool:** Upon the execution of the contingent recipient agreement, the family shall be placed in the retention pool.

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1 h. **Updating the Retention Pool:** The Retention Pool must
2 be updated in accordance with this policy as the Tribe
3 submits updated lists of elderly families to CRHC. In
4 order to streamline work orders for potential
5 applicants, no less than annually, each family's income
6 must be recertified, and an updated environmental
7 review of the property for eligible items listed in
8 Section II. B. 4. Must be conducted.

9 **2. Developing the Waiting List / Work Order Priority**

10
11 a. **When funding is not available:** a waiting list shall be
12 developed and maintained as information, need, and
13 household composition change. This waiting list shall
14 be developed with priority ranking as follows:

15 WAITING LIST SELECTION PREFERENCE:	16 # OF POINTS:
17 Mechoopda Tribal Family	18 100
19 Heating Need During *Winter Months	20 10
21 Cooling Need During *Summer Months	22 10
23 Disabled Family	24 1

25 *Winter and Summer Months vary in different areas of the United
26 States, and shall be subjective to the logical circumstances of each
27 claim.

28 b. **When funding is available:** work orders will also be
29 processed according to the waiting list preference
30 rank. *In example, if two families both submit a service
31 request at the same time, and one of the family's
32 heater is broken in winter, while the other family's
need is to repair a toilet leak, the heating unit repair
will be priority.*

33 **3. Processing Work Orders / Program Implementation**

34 Internet and fax machines are the most effective
35 communication method to expedite the implementation of
36 work orders. Elderly families, who do not have access to such
37 devices, are encouraged to obtain assistance from nearby
38 relatives who are familiar with or have access to the internet
39 or a fax machine. Local libraries are also an excellent source
40 for elders to obtain assistance in faxing or emailing required
41 documentation.

42
43 a. **Requesting Assistance:** Assistance may be requested
44 for the items listed in Section II. B. 4. only by the

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1 elderly families in the Retention Pool. Such families
2 may call by telephone or email CRHC and explain the
3 circumstances of the need.

4
5 b. **Inspections:** Based on each individual need and
6 circumstances, an appropriate level of inspection may
7 be administered by CRHC.

8
9 c. **Procurement:** CRHC shall conduct procurement and
10 will be responsible for evaluating work order estimates
11 and shall order all work for repairs or replacement in
12 accordance with the CRHC Procurement Policy.
13 Itemized projects shall not exceed \$2,000.00. The
14 Recipient shall not solicit work orders under this
15 program.

16
17 d. **Debarred & Suspended Contractors:** appropriate local
18 companies shall be (1) reviewed on the contractor's
19 state licensing board website to insure they are
20 licensed and bonded in an amount in excess of any
21 contract or work order and (2) reviewed at the Federal
22 government's excluded parties list system (epls)
23 website to insure the company is not debarred,
24 suspended, or ineligible.

25
26 e. **Complaints:** If the Recipient is dissatisfied with the
27 work, the Recipient must immediately contact CRHC by
28 telephone or email within 3 working days from the
29 completion date and immediately follow up with a
30 written statement regarding the nature of the
31 complaint that must be received by CRHC within 5
32 working days from the completion date. Using email or
33 faxing such complaints is encouraged in order to meet
34 the deadline. Such complaints need to be reasonable,
35 such as the work was not completed, or it did not
36 resolve the issue, etc... (i.e., *the toilet still leaks* or
37 *the heating unit only blows cold air*). Upon receiving
38 such complaint, CRHC shall contact the company that
39 conducted the work and require the necessary follow
40 up be conducted prior to issuing payment.

41
42 f. **Statement of Satisfaction:** Once the work is complete
43 and the Recipient is satisfied with the repair or
44 replacement, the Recipient shall execute a Statement
45 of Satisfaction and return it to CRHC within 10 calendar
46 days. The Statement of Satisfaction may be faxed or

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1 emailed in order to expedite the deadline. If the
2 Recipient does not submit a written complaint to CRHC
3 within 5 working days from the completion date yet
4 fails to return a Statement of Satisfaction to CRHC
5 within 10 calendar days from the completion date of
6 the work, the Recipient shall be removed from the
7 Retention Pool indefinitely.

8
9 g. **Invoices/Payments:** All work orders shall be invoiced to
10 CRHC and CRHC shall make payment to the company
11 that performs the work once the Statement of
12 Satisfaction is received.

13
14 h. **Grievance Hearing Requests:** Should the Housing
15 Corporation disapprove any application for unreason,
16 the applicant may file a written grievance hearing
17 request with the Board of Directors within ten (10)
18 working days following the disapproval. If such
19 grievance hearing request is granted and the applicant
20 does NOT reside in the local area, the applicant may
21 attend such hearing via telephone. In accordance with
22 CRHC's Grievance Policy, the decision of the Board of
23 Directors shall be considered final.

24
25 **D. Policies, Statues, and Regulations**
26

27 **1. Labor Provisions**

28
29 a. **Tribally Designated Wage Rates:** Contracts and
30 agreements for assistance, sale, or lease under
31 NAHASDA must require that prevailing wage rates be
32 paid to laborers and mechanics employed in the
33 development of affordable housing. An exception to
34 this general rule is if prime contracts are less than
35 \$2,000. Prevailing wage rates are determined by the
36 Mechoopda Indian Tribe's Tribally Designated Wage
37 Rates (TDWR) schedule, as amended and updated from
38 time to time. When NAHASDA assistance is used to
39 assist elder homeowners with minor repairs, TDWR
40 wage rates shall apply in the event that the \$2,000.00
41 itemized work order limit is lifted in the future.
42 Otherwise, TDWR are not applicable under this
43 program.
44

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1 b. **Contract Work Hours and Safety Standards Act:**
2 Contractors shall remain in compliance with sections
3 103 and 107 of the Contract Work Hours and Safety
4 Standards Act (40 U.S.C. 327-330) as supplemented by
5 Department of Labor regulation (29 CFR, Part 5).
6 Under section 103 of the Act, each contractor shall be
7 required to compute the wages or every mechanic and
8 laborer on the basis of a standard workday of 8 hours
9 and a standard workweek of 40 hours. Work in excess
10 of the standard workday or workweek is permissible
11 provided that the worker is compensated at a rate of
12 not less than 1 1/2 times the basic rate of pay for all
13 hours worked in excess of 8 hours in any calendar day
14 or 40 hours in the workweek. Section 107 of the Act if
15 applicable to construction work provides that no
16 laborer or mechanic shall be required to work in
17 surroundings or under working conditions which are
18 unsanitary, hazardous, or dangerous to his health and
19 safety as determined under construction safety and
20 health standards promulgated by the Secretary of
21 Labor. These requirements do not apply to the
22 purchases of supplies or materials or articles ordinarily
23 available on the open market, or contracts for
24 transportation or transmission of intelligence.

25
26 c. **Volunteers:** The requirements in 24 CFR part 70
27 concerning exemptions for the use of volunteers on
28 projects subject to Davis-Bacon and HUD-determined
29 wage rates are applicable.

30
31 d. **Other laws and issuances:** CRHC as recipient of IHBG
32 funds, contractors, subcontractors, and other
33 participants must comply with regulations issued under
34 the labor standards provisions of 24 CFR § 1000.16,
35 other applicable Federal laws and regulations
36 pertaining to labor standards, and HUD Handbook
37 1344.1 (Federal Labor Standards Compliance in Housing
38 and Community Development Programs).

39 **2. Non-Discrimination**

40 In carrying out assistance under this policy, CRHC will comply
41 with the provisions of 24 CFR § 1000.12

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3. Indian Preference Provisions

In carrying out assistance under this policy, CRHC will comply with the provisions of 24 CFR § 1000.48 1000.50 and 1000.53.

4. Conflict Of Interest

In carrying out assistance under this policy, CRHC will comply with the provisions of 24 CFR § 1000.30; 1000.32; 1000.34; and 1000.36; 24 CFR Part 85

5. Severability/Interpretation

If in the implementation of this policy, it is determined any part of this policy is deemed to be in conflict with applicable requirements of NAHASDA and the implementing regulations, CRHC will comply with NAHASDA or other applicable federal regulations. For interpretation of this policy, all definitions will conform, unless otherwise specified, to the applicable definitions of Section 4 of NAHASDA (25 USC 4103).2