

Apsaalooke Nation Housing Authority

Financial Management

Apsaalooke Nation Housing Authority

Financial Management Policies & Procedures

(This policy replaces the previous "Finance & Internal Controls Policy" adopted on May 21, 2003 and subsequently amended July 29, 2008.)

These policies and procedures were adopted by the APSAALOOKE NATION HOUSING AUTHORITY Board of Commissioners by Resolution # _____ on ______, _____.

SECTION 1. Policy Statement

The Board of Commissioners recognizes that the Apsaalooke' Nation Housing Authority (ANHA) is a property management business. The Board also recognizes that an essential element for the financial health and well being of the ANHA is the development and use of procedures for the safe handling and investment of funds and particularly, controls on cash. Without such procedures, the ANHA risks losing assets by theft and also increases the risks associated with errors in accounting records.

These financial management procedures are standard business procedures that will govern the investment of funds, handling of cash collections, cash disbursements, petty cash funds, and capitalization of ANHA assets. The procedures governing the financial management of the ANHA shall comply with the provisions at 24 CFR Part 85 and 2 CFR Part 200.

SECTION 2. Investment Procedures

a. ANHA Responsibility

- 1. The ANHA shall invest any funds not needed for the immediate operation of the ANHA in eligible interest bearing instruments.
- 2. The ANHA Finance Comptroller shall be the custodian of the official ANHA investment records.
- 3. The ANHA Executive Director in cooperation with the Finance Comptroller shall prepare and present all depository agreements with the designated financial institutions to the Board for approval by resolution. All transactions shall be documented in the Board minutes.
- 4. The Finance Comptroller shall determine the investment amounts, duration, and type.
- 5. The Finance Comptroller shall prepare a cash forecast report which defines

- expected cash inflows and outflows on a monthly basis to project expected cash shortfalls and surpluses for determining investment amounts and timing.
- 6. Investments shall be scheduled to mature to cover any shortfalls in cash. Investments comprised of Indian Housing Block Grant (IHBG) funds shall be invested for no longer than two (2) years.
- 7. Access to investment securities storage areas shall be restricted to the Executive Director, Finance Comptroller or other ANHA employees designated by the Executive Director. Areas accessible to the general public shall not be used to store investment securities.
- 8. At a minimum, investment securities shall be kept in rooms with lockable interior doors. The storage facilities shall be locking, fireproof file cabinets. Highly negotiable securities should be stored in a safety deposit box.
- 9. The ANHA Finance Comptroller shall maintain an investment ledger in a location separate and apart from the investments themselves so that in the event of fire; theft, or other loss, a new ledger may be prepared from the investments or the investments may be replaced or a claim filed based on information from the ledger. For electronic ledgers, a back-up copy of the ledger shall be maintained separate and apart from the investments in a safety deposit box.
- 10. The ANHA Finance Comptroller shall keep invested Indian Housing Block Grant (IHBG) funds in accounts separate from other ANHA funds.
- 11. All investments shall be in the name of the Apsaalooke' Nation Housing Authority and maintained in custodian or trust accounts.
- 12. The Executive Director and Finance Comptroller shall periodically reconcile the investment ledger to the general ledger. The Executive Director shall determine how often this reconciliation takes place.
- 13. An investment ledger shall be maintained by the Finance Comptroller to track all investment activities. The investment ledger shall include the investment type, the interest rate, the purchase price, maturity and sales date, the financial institution, the principal amount invested, the program ownership, the account number, and the interest payment terms. This ledger may be prepared in a spreadsheet format to ease management and reporting. The ledger shall be prepared in a format that sorts the investments by maturity date and ANHA program ownership.
- 14. The Finance Comptroller shall ensure that all interest earned is collected and credited in the appropriate accounting records of the ANHA.
- 15. An annual physical inventory shall be taken of all investment securities and matched against the investment register. The Finance Comptroller shall maintain records of this inventory.

b. Financial Institution's Responsibility

- 1. Investment documents are to be kept by the respective financial institution.
- 2. The respective financial institution shall serve as the custodian of securities and the Finance Comptroller will be responsible for maintenance of the investment

- accounting records.
- 3. The respective financial institution shall be responsible for the maintenance of custodial accounts.
- 4. The respective financial institution, as custodian, shall insure interest is credited to the right accounts. The accounts are also to be checked by the ANHA Finance Comptroller and audited in accordance with the Single Audit Act.
- 5. ANHA funds shall only be invested in the eligible investment instruments listed at 24 CFR 1000.58(c) which include the following:
 - 1. Obligations of the United States.
 - 2. Obligations issued by Government sponsored agencies.
 - 3. Securities that are guaranteed or insured by the United States.
 - 4. Mutual (or other) funds registered with the Securities and Exchange Commission and which invest only in obligations of the United States.
 - 5. Accounts that are fully collateralized to ensure protection of the funds, even in the event of bank failure.

SECTION 3. Internal Control Procedures

Accounting methods employed by the ANHA shall, at a minimum, satisfy such requirements as may be prescribed by Federal or State laws, regulation, or guidelines. Additional accounting methods shall be employed to satisfy applicable government accounting standards promulgated by such competent authoritative sources as the National Committee on Governmental Accounting.

a. Cash Collections Control Procedures

- 1. Cash, checks, or money orders will be deposited in the bank where the ANHA has an approved depository agreement. Deposits shall be made daily regardless of the amount accumulated.
- 2. When cash is retained in the office overnight, it must be stored in a locked, fireproof cabinet or safe.
- 3. Checks received shall be immediately stamped "For Deposit Only".
- 4. Only ANHA employees designated by the Executive Director are authorized to receive payments from residents and issue receipts.
- 5. The supply of unassigned receipts will be adequately safeguarded and kept in the custody of ANHA personnel.
- 6. A receipt shall be issued for all payments collected so there is an official record of the transactions and possible disputes are prevented.
- 7. Receipts shall be pre-numbered. One part shall be given to the resident and one part, having the same number, shall be retained by the ANHA for its permanent record.
- 8. Receipts shall contain, at a minimum, the following information: (1) name of the resident being credited with the payment, (2) date, (3) amount of payment, (4) method of payment (cash, check, etc.).
- 9. A bank deposit slip shall be prepared and shall include each of the cash receipt numbers making up the deposit and complete details as to the amount of coin, currency and checks. An ANHA employee other than the one who completed the

- cash receipts shall reconcile the receipts.
- 10. All payments shall be deposited intact with the appropriate deposit-slip to provide an additional record. Under no circumstances shall any disbursements be made from payments received.
- 11. Payments received shall be recorded in the individual resident accounts receivable records on the day it is received even when the money is not deposited on the same day. Cash receipt numbers shall be recorded on both the deposit slip and the resident account receivable records.
- 12. The Comptroller or his/her designee shall be responsible for posting the resident accounts receivable records. The Finance Comptroller or his/her designee shall make the bank deposits.

b. Cash Disbursement Control Procedures

All disbursements except from disbursements from Petty Cash must be made by check. With appropriate documentation, the Executive Director may approve other forms of disbursement, such as petty cash, wire transfers or electronic funds transfers.

- 1. All checks must be pre-numbered and used in sequence. Voided checks must be retained and recorded.
- 2. All checks shall require two signatures; the Executive Director is designated as a check signer and three of the Board of Commissioners.
- 3. The supply of unused checks must be adequately safeguarded in a fireproof cabinet or safe.
- 4. The Finance Comptroller or his/her designee shall prepare checks.
- 5. All check vouchers shall contain enough narrative description to specifically identify the purposes of the payment and the account to which the cost is to be charged.
- 6. Checks shall never be written for "cash".
- 7. Checks shall not be signed or countersigned in advance of being completely filled out. Each checks shall be accompanied by supporting documentation, including invoices, travel vouchers, etc. The Executive Director or his/her designee shall approve the supporting documentation.
- 8. Check signers shall review each check carefully and not sign any check, which has evidence that any part of the check has been altered. If it is necessary to change a check, the check must be voided and a new check issued.
- 9. The signed check should be mailed or delivered by the Executive Director or his/her designee.
- 10. The Finance Comptroller or his/her designated employee shall reconcile ANHA bank statements.
- 11. All checks shall be pre-printed, at least two-parts and pre-numbered and shall contain the ANHA name.
- 12. A petty cash fund may be maintained for minor expenses (less than \$50.00) which require immediate payment. The petty cash fund shall be kept in a secure cabinet or drawer under the control of the Finance Comptroller. The Finance Comptroller shall replenish the petty cash as deemed necessary by submitting a Check Request Form. The Check Request shall include receipts for all expenditures and a reconciliation of the receipts and the funds remaining in petty cash.

c. ANHA Payroll Disbursement Procedures

In addition to the disbursement procedures described in Section 8, the following additional procedures shall apply to payroll disbursements.

- 1. The ANHA shall have written authorizations on file for all employees that cover their rates of pay, withholdings and deductions.
- 2. The Executive Director or his/her designee shall establish adequate timekeeping controls including the use of time sheets and there shall be supervisory review and approval of all employee time/leave records prior to issuance of a check.
- 3. The Executive Director or his/her designee shall prepare payroll checks. Payroll and personnel duties, such as timekeeping, salary authorization, and personnel administration shall be the responsibility of the Executive Director or his/her designee.
- 4. The ANH A shall never pay any employee for more than 100 percent of his/her time through the encumbrance of more than one position or title.

SECTION 4. Capitalization Procedures

a. Categories

- 1. The capitalization of ANHA owned property is necessary for establishing and maintaining the ANHA property ledger in its book of accounts.
- 2. All property and equipment owned by ANHA shall be divided into two categories: Expendable items or Non-expendable items
- 3. Expendable items are purchased or donated items having a useful life of less than 12 months and costing less than \$5,000 and can be expended.
- 4. Non-expendable items purchased or donated are items having a useful life of 12 months or more and costing more than \$5,000 or more.

b. Requirements

- 1. Non-expendable items shall be capitalized by the Executive Director or his/her designee for budgeting and financial control purposes.
- 2. The Executive Director or his/her designee shall maintain a list of all capitalized items for inventory control purposes.

SECTION 5. Credit Card Control

- a. Credit cards shall be made available to designated ANHA employees and designated Board members who agree to be financially responsible for properly using the credit cards.
- b. The Executive Director shall designate ANHA employees who may possess and use ANHA credit cards. For the purpose of this policy, any ANHA employee possessing a ANHA credit card shall be referred to as a CARDHOLDER.

- c. ANHA credit cards are for authorized business expenditures and not intended to be used by employees as a substitute for personal credit cards.
- d. ANHA shall develop a written agreement that clarifies the employee's rights and responsibilities with respect to ANHA 's credit card program. Employees who are assigned credit cards shall sign this written agreement to document their awareness of this policy along with agreeing to the terms of the agreement. At a minimum, the agreement shall contain the following provisions:
 - 1. <u>Authorized Business Uses</u>. The CARDHOLDER agrees to use the ANHA credit card for authorized business expenditures only. Business expenses must be authorized by the Executive Director or the Finance Comptroller before charges are incurred on the ANHA credit card in accordance with applicable ANHA policies, procedures, and practices. Valid business expenses may be authorized in writing retroactively; however, if this does not occur, CARDHOLDER will be responsible for reimbursing and will reimburse ANHA for such charges as if they were for personal use and erroneously charged.
 - 2. No Personal Use. The CARDHOLDER agrees not to make personal charges on the ANHA credit card. If the CARDHOLDER erroneously charges a personal item on the ANHA credit card, he or she agrees to reimburse ANHA within thirty (30) days for the credit card charges 'for such personal use, including any finance, late, or penalty charges.
 - 3. <u>Lost or Stolen ANHA Credit Cards.</u> If the CARDHOLDER discovers that his or her ANHA credit card has been lost or stolen, he or she agrees to notify the credit card company immediately and ANHA on the first business day after discovery of the loss. If the CARDHOLDER fails to report the loss promptly, he or she will be solely liable to ANHA for any charges on that card.
 - 4. <u>Credit Limit.</u> The CARDHOLDER agrees not to exceed the ANHA credit card's established credit limits. If a higher limit is required, the CARDHOLDER agrees to submit to ANHA a request for the new credit limit along with a justification.
 - 5. Payment of Credit Card Billing. ANHA will ensure all billings charged on the Cardholder's ANHA credit card are mailed to ANHA. ANHA will pay all amounts charged on the CARDHOLDER's ANHA credit card. CARDHOLDER will reimburse ANHA for all amounts erroneously charged or not authorized.
 - 6. <u>Receipts.</u> The Cardholder agrees to submit to ANHA, within one week of transaction, receipts for all expenses charged on his or her ANHA credit card.
 - 7. Examination of Billings. Upon the request of ANHA, the CARDHOLDER agrees to examine billings for his or her ANHA credit card to assure that all charges are valid. If there are incorrect charges, the CARDHOLDER agrees to notify ANHA immediately and, as requested, to complete and return any forms for disputing such charges to the credit card company. If the CARDHOLDER fails to report incorrect or disputed charges promptly as required under this paragraph, the CARDHOLDER agrees he or she will be liable to ANHA for any resultant charges.
 - 8. <u>Changes in Name.</u> The CARDHOLDER agrees to notify ANHA of any change in his or her name as it appears on his or her ANHA credit card.
 - 9. <u>Surrender of ANHA Credit Card.</u> The CARDHOLDER agrees to surrender his or her ANHA credit card upon demand by ANHA or when there is no longer a

- business need for the card, or when his or her employment with ANHA is terminated. The CARDHOLDER agrees to pay all monies owed to ANHA upon his or her surrender of the ANHA credit card.
- 10. <u>Disciplinary Action</u>; <u>Cause for Removal</u>. The CARDHOLDER must acknowledge that misuse and/or mismanagement of the ANHA credit card may result in disciplinary action against an ANHA employee, including but not limited to termination of his or her employment. *Completed disciplinary action shall not relieve an individual from the responsibility to repay amounts wrongfully charged. Referral for criminal prosecution shall be required, unless circumstances warrant forbearance in an individual case.*
- 11. <u>Termination</u>. If the ANHA terminates a credit card, the CARDHOLDER shall, upon receipt of written notice of termination, surrender to ANHA the credit card and possible criminal prosecution.

SECTION 6. Budgets and Budget Control

- a. The ANHA shall define a budget as a realistic estimate of the operating revenue and expenditures to be in incurred in the prudent operation of the ANHA during a specific period of time.
- b. The specific period of time to be used for budgeting purposes for ANHA programs funded by an Indian Housing Block Grant through the reauthorized Native American Housing and Self-Determination Act (NAHASDA) shall be the same as the Plan Year defined in the ANHA's Indian Housing Plan (IHP). The ANHA's Plan Year shall be the same as the ANHA's fiscal year which is October 1 through September 31.
- c. Each annual operating budget shall include adequate justification and a narrative of the relation of the requested budget to the ANHA's goals, objectives and activities described in the ANHA's Indian Housing Plan required by NAHASDA.
- d. The Executive Director shall be responsible for the efficient and effective use of budget appropriations and the control of costs.
- e. The ANHA management team comprised of the Executive Director and respective Division Managers shall work together to prepare the budget.
- f. The basis for budget assumptions for the management team shall be the 5-year goals and objectives described in the ANHA's IHP.
- g. The Finance Department's role in the budgeting process is to ensure that the management team has the most current information available regarding budget to actual comparisons.
- h. Each annual operating budget shall be included in the ANHA's IHP.
- i. The annual operating budget should be prepared by the Executive Director with Board approval.
- j. The Executive Director shall always recommend a balanced annual operating budget to the ANHA Board of Commissioners.
- k. Revisions in an operating budget necessitated by changes in circumstances or estimates during a Plan Year shall be processed in the same manner as the original budget.
- 1. Expenditures shall not be made that exceed an appropriation for a major expenditure category of a budget except in emergency situations as determined by the Executive Director *with immediate disclosure and documentation for Board review*.
- m. An annual operating budget is to be prepared and adopted for each fiscal year to

- authorize and control the financial operations of the ANHA.
- n. The budgets should provide sufficient detail to enable the Board of Commissioners and ANHA management to make informed decisions about spending and investing ANHA resources.
- o. The Executive Director shall establish procedures to monitor the progress of the budget throughout the year. The monitoring activities shall enable the Executive Director and the Board to:
 - a. Monitor how its financial plan is working;
 - b. Determine how its spending is preceding in relation to its budget;
 - c. Identify unexpected budget to actual differences;
 - d. Determine the validity of its budget estimating techniques;
 - e. Determine whether any budget amendments are required before the budge is exceeded:
- p. Budget reports shall show budgeted income and expenses, actual income and expenses along with the percentage of each budget line item received or spent.
- q. Budget reports comparing the budgeted revenue and the actual expenditures shall be prepared under the direction of the Executive Director and presented to the Board of Commissioners at each regular Board meeting.

SECTION 7. ATTACHMENTS

ATTACHMENT A. FINANCIAL RESPONSIBILITY AGREEMENT

ATTACHMENT A. FINANCIAL RESPONSIBILITY AGREEMENT FOR THE

APSAALOOKE NATION HOUSING AUTHORITY CREDIT CARD PROGRAM

This Financial Responsibility Agreement (A	Agreement) is entered into in duplicate this
day of,	by and between the Apsaalooke' Nation
Housing Authority (ANHA), and	an employee of ANHA
who is hereby authorized to participate in the	he ANHA credit card program (hereinafter
CARDHOLDER)	

RECITALS

WHEREAS ANHA has established a credit card program that is available to certain ANHA employees who agree to be financially responsible for properly using the credit card; and

WHEREAS the ANHA credit card's purpose is for authorized business expenditures, and it is not intended to be used by employees as a substitute for personal credit cards; and

WHEREAS ANHA and the CARDHOLDER desire to effect an agreement that clarifies their rights and responsibilities with respect to ANHA's credit card program;

NOW, THEREFORE, in consideration of the foregoing Recitals and of the terms and conditions hereinafter mentioned to be kept, honored, and performed by the parties, it is hereby agreed as follows:

Terms and Conditions

- 1. <u>Authorized Business Uses</u>. The CARDHOLDER agrees to use the ANHA credit card for authorized business expenditures only. Business expenses must be authorized by the Executive Director, or the Finance Comptroller before charges are incurred on the ANHA credit card in accordance with applicable ANHA policies, procedures, and practices. Valid business expenses may be authorized in writing retroactively; however, if this does not occur, CARDHOLDER will be responsible for reimbursing and will reimburse ANHA for such charges as if they were for personal use and erroneously charged.
- 2. <u>No Personal Use.</u> The CARDHOLDER agrees not to make personal charges on the ANHA credit card. If the CARDHOLDER erroneously charges a personal item on the ANHA credit card, he or she agrees to reimburse ANHA within thirty (30) days for the credit card charges for such personal use, including any finance, late, or penalty charges.
- 3. <u>Lost or Stolen ANHA Credit Card.</u> If the CARDHOLDER discovers that his or her ANHA credit card has been lost or stolen, he or she agrees to notify the credit card company immediately and ANHA on the first business day after discovery of the loss. If the CARDHOLDER fails to report the loss promptly, he or she will be solely liable to ANHA for any charges on that card.

4. <u>Credit Limit.</u> The CARDHOLDER agrees not to exceed the ANHA credit card's established credit limits. If a higher limit is required, the CARDHOLDER agrees to submit to ANHA a request for the new credit limit along with a justification.

5. Credit Card Billings.

- A. <u>Payment of Credit Card Billing.</u> ANHA will ensure all billings charged on the CARDHOLDER'S ANHA credit card are mailed to ANHA. ANHA will pay all amounts charged on the CARDHOLDER'S ANHA credit card. CARDHOLDER will reimburse ANHA for all amounts erroneously charged or not authorized.
- **B.** <u>Receipts</u>. The Cardholder agrees to submit to ANHA, within one week of transaction, receipt for all expenses charged on his or her ANHA credit card.
- C. Examination of Billings. Upon the request of ANHA, the CARDHOLDER agrees to examine billings for his or her ANHA credit card to assure that all charges are valid. If there are incorrect charges, the CARDHOLDER agrees to notify ANHA immediately and, as requested, to complete and return any forms for disputing such charges to the credit card company. If the CARDHOLDER fails to report incorrect or disputed charges promptly as required under this paragraph, the CARDHOLDER agrees he or she will be liable to ANHA for any resultant charges.
- 6. <u>Changes in Name, Home Address, or Telephone Number</u>. The CARDHOLDER agrees to notify ANHA of any change in his or her home address and telephone number, or his or her name as it appears on his or her ANHA credit card.
- 7. <u>Surrender of Credit card</u>. The CARDHOLDER agrees to surrender his or her ANHA credit card upon demand by ANHA or when there is no longer a business need for the card, his or her employment with ANHA is terminated. The CARDHOLDER agrees to pay all monies owed to ANHA under this Agreement upon his or her surrender of the ANHA credit card

8. Misuse and Mismanagement of Credit card.

- A. <u>Disciplinary Action: Cause for Removal</u>. The CARDHOLDER acknowledges that misuse and/or mismanagement of the ANHA credit card in violation of the provisions of this Agreement may result in disciplinary action against an ANHA employee including but not limited to termination of his or her employment.
- B. <u>Withholdings</u>. The CARDHOLDER hereby consents and agrees that, by executing this Agreement, he or she authorizes ANHA to withhold any amounts owed under this Agreement from his or her salary or any other compensation including accrued Annual Leave, stipend, or reimbursement from ANHA to the CARDHOLDER, now or in the future, including but not limited to all finance, late, or penalty charges.
- C. <u>Other Remedies</u>. The CARDHOLDER further agrees that, for any violation of any of the provisions of this Agreement, ANHA may exercise any other legal rights available to enforce this Agreement, and the CARDHOLDER hereby consents and agrees to pay to ANHA its reasonable attorneys' fees associated with such enforcement.

- 9. Termination. This Agreement will continue in effect until terminated in writing by ANHA or by surrender of the ANHA credit card by the CARDHOLDER. If terminated in writing by ANHA, CARDHOLDER shall, upon receipt of notice of termination, surrender to ANHA the credit card. When necessary, and with agreement of the Executive Director, ANHA may terminate this Agreement by cancellation of the CARDHOLDERS credit card; provided however, that such termination must be followed by delivery of a written notice of termination to CARDHOLDER. Termination of this Agreement, by any means, shall not terminate the CARDHOLDER's obligations hereunder until all amounts owned by CARDHOLDER to ANHA, including all personal, erroneous, or unauthorized charges, including all finance, late, or penalty charges, due and owing on the CARDHOLDER's ANHA credit card, have been paid to ANHA in full by the CARDHOLDER.
- 10. <u>Delay or Omission.</u> No delay or omission to exercise any right, power, or remedy accruing under this Agreement shall impair such right, power, or remedy, nor shall it be construed to be a waiver of or default under this Agreement. <u>BOTH PARTIES, SPECIFICALLY AND AFFIRMATIVELY AGREE NOT TO CONSTRUE THE CONDUCT, DELAY, OR OMISSION OF THE OTHER PARTY AS ALTERING IN ANY WAY THE PARTIES AGREEMENTS AS DEFINED IN THIS AGREEMENT. Any waiver, permit, or approval of any breach of or default under this Agreement must be in writing, and, because the language of this paragraph was negotiated and intended by both parties to be binding and is not a mere recital, both parties hereby agree that they will not raise waiver or estoppels as affirmative defenses so as to limit or negate the clear language and intent of this paragraph. All remedies, either under this Agreement, by law, or otherwise afforded to either party, shall be cumulative, not alternative.</u>
- 11. <u>Notice</u>. Any notice or demand (individually or collectively) required or permitted by this Agreement to be given must be in writing and (i) delivered by certified, registered, or express mail, return receipt requested, United States Postal Service, postage pre-paid, or (ii) hand-delivered by courier or by a nationally recognized and reputable overnight delivery service. Each Notice shall, for all purposes, be deemed given and received when signed for by the recipient or his/her /its authorized agent. The Notice shall be given to the party at its address provided in the initial paragraph of this Agreement, or to such other address as such party hereinafter may designate by Notice.

If delivery of Notice is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date delivery was attempted. The contrary not withstanding, any Notice given in a manner other than that provided above, but actually received by the party, shall be effective upon receipt.

12. <u>Consents; Reasonableness; Good Faith</u>. Neither party shall unreasonably deny, withhold, or delay any consent or approval required or contemplated for any action or transaction proposed to be taken or made hereunder. The parties agree to cooperate fully with each other and to act reasonably and in good faith and in a timely manner in all matters hereunder so that each of them may obtain the benefits to which they are entitled hereunder and for which they have negotiated.

- 13. <u>Construction</u>; Forum. This Agreement shall be deemed to have been negotiated and written by both parties and to have been entered into on the Crow Indian Reservation which shall be the appropriate legal forum. This Agreement shall be governed by and construed in accordance with the laws of the Crow Tribe.
- 14. <u>Headings</u>. The headings to the various paragraphs of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties.
- **15.** <u>Gender</u>. Any noun or pronoun used herein shall refer to any gender and to any number as the context requires or permits.
- 16. <u>Binding Provisions</u>. The provisions of this Agreement shall be binding on the heirs, personal representatives, successors, and assigns of the parties in like manner as on the original parties unless modified by mutual written agreement.
- 17. <u>Severability</u>. In the event that any provision in this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- 18. Entire Agreement; Modification. This Agreement constitutes the final and entire agreement between ANHA and the CARDHOLDER, and there is no agreement or promise on the part of either party to do or omit to do any act or thing not herein mentioned. This Agreement is intended as a complete and exclusive statement of the terms and conditions of the parties' agreement and may not be effectively amended, changed, modified, or altered without the written consent of both ANHA and the CARDHOLDER.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand.

Executive Director

CARDHOLDER:		
Typed Name of CARDHOLDER	Signature of CARDHOLDER	
Card Type and Number		
APSAALOOKE NATION HOUSING AU	JTHORITY	
Ву:		