

**MINO BIMAADIZIWIN
(THE GOOD LIFE)
TRANSITIONAL
HOUSING PROGRAM**

**Policies & Procedures
Manual**

Non-Removable Mille Lacs Band of Ojibwe

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Mino Bimaadiziwin

1. Mission Statement

Our goal is to provide safe and temporary housing for Mille Lacs Band members and their families who are at risk of, or who are already experiencing, homelessness. For many of our Guests, the Mino Bimaadiziwin (“Mino”) is their last option before becoming homeless. We provide safe, affordable housing and also help our Guests to integrate back in to the community by linking them to Band sponsored services and programs.

2. Purpose

The Non-Removable Mille Lacs Band (the “Band”) recognizes that there is a need to support Band members who are struggling with sobriety, mental health issues or other difficulties in their lives that result in homelessness. Our purpose is to give Band members and their families a warm, safe place to live while looking for permanent, affordable housing. The Mino staff will also support and help our Guests to gain access to other Band programs operated through Aanjibimaadizing, Health and Human Services, and Community Development in order to find a permanent place to call “Home.” The Mino is owned by the Band and operated as a licensed hotel through Mille Lacs County.

3. Purpose and Definition of Supportive Living & Intake

Supportive Living is defined as temporary housing or a living situation designed to provide a safe, nurturing environment with supportive services to homeless persons in order to facilitate finding permanent housing. Intake should be done within four (4) business days of arrival. This Intake meeting is necessary to determine the applicable rental rate for staying at the Mino and affords staff the opportunity to identify barriers to homelessness and determine what Band programs may offer assistance towards achieving self-sufficiency.

The Mino does not “save” rooms for those getting out of treatment, jail, prison or another facility. We are on a first-come first-serve basis. The Mino is not a detoxification site.

4. Who is classified as *Homeless*?

“Homelessness” is classified under four (4) broad categories:

- A. People living in a building or area not meant for long-term habitation; i.e. an emergency shelter, transitional housing, or a temporary residence (for up to 90 days).
- B. People losing their primary residence (including lodging and paired-family situation) within the first fourteen (14) days of occupation and lack of resources or support to acquire new housing.
- C. Families with children or unaccompanied youths who are housed with no guarantee of continuation from day-to-day and are likely to continue in that state.
 - i. Has not had lease or ownership interest in housing for at least 60 days;
 - ii. Has had two or more moves within 60 days; or
 - iii. Has a likelihood to stay unstable, has multiple barriers to find employment, or has a disability.
- D. People who are fleeing or attempting to flee domestic violence and have no other residence and lack resources or a support network to obtain permanent housing. If an alleged perpetrator who has a lease in their name & is registering for a room, they will be charged a daily rate of \$25 and



must maintain a case plan with Aanjibimaadizing, behavioral health, probation, or a family violence prevention program.

5. Rental Rates, Sponsoring Agencies and Collection of Rent

There are four (4) rental rates for Mille Lacs Band Member Guests staying at the Mino. When doing the Intake, a Guest must identify a Sponsoring Agency who they will work with to continue to stay at the \$5 daily supportive rental rate. Sponsoring Agencies include: Aanjibimaadizing -WEX/FLEX, Family Services, Chemical Dependency, Family Violence Prevention Program, Public Health, Behavioral Health, DOC, Probation or similar governmental department or program or non-profit corporation.

- A. The **\$5 per day rental rate** (totaling \$150-\$155 per month) requires sponsorship and compliance with the referral services' recommendations and making meaningful progress towards obtaining the goal of permanent housing. There will be a "compliance check" every Friday. If the Mino Bimaadiziwin Transitional Housing Program Director ("Director") or staff checks in with your sponsor and determines that you are not following your case plan, a notice will be issued to you giving you five (5) business days to become compliant. If you fail to become case plan compliant within five (5) business days from receiving the notice, your rental rate will be adjusted to \$25 per day. In order to get the rate back down to the \$5 per day rental rate, you will need to contact your sponsor and provide the Director or staff with evidence that you are case-plan compliant.
- B. The **\$25 per day rental rate** (totaling \$750-\$775) per month is for Guests who do not have a sponsoring agency but would like to engage in an Individual Housing Plan (IHP) with specific goals.
- C. If a Guest fails to meet with the requirements of Paragraphs 1 or 2 as stated above, the rental rate will be **\$49 per day (CASH)** for Band members. We will also refer Guests to Aanjibimaadizing.
- D. Non-Band members will be charged the rental rate of **\$200 (CASH) per day**.

A Guest Agreement and/or *Per Capita Bonus Deduction Form* will be signed by Band members with an application. As long as Band member Guests comply with their case plans, the \$5 daily rental rate will continue. Failure to comply with your case plan will warrant a rental rate increase to \$25.00 (CASH) per day.

The Mino will accept cash, U.S. Post Office money orders, cashier's checks, or *Per Capita Bonus Deductions* for payment. A new *Per Capita Bonus Deduction Form* will be signed as needed. For the security and safety of Mino staff, there will be no cash transactions accepted after 5:00 p.m. except if authorized by the Director.

6. Mino Band Member Guest Eligibility

- A. All Band member Guests at the Mino must be homeless (See Page 1 for Definition).
- B. All Guests shall adhere to the Mino's **Policies and Procedures and Zero Tolerance Policy**.
- C. All Guests must have sufficient funds or the ability to pay the applicable daily rental rent as established during Intake.



7. Zero Tolerance Policy (ZTP):

The Mino is a violence, drug, gang, alcohol and weapons free facility. If a Guest does not comply with any of the Zero Tolerance Policies, the Guest shall be asked to vacate their room immediately. **Depending on the circumstance and as determined by the Mino Director, a violation of the ZTP may warrant a thirty (30) day, sixty (60) day or Indefinite Ban.** Examples of ZTP violations include, but is not limited to, the following:

- Possession of illegal drugs and/or alcohol on the premises (to include the parking lot).
- Possession of firearms (with or without a license to carry) and/or ammunition on the premises.
- Being under the influence of alcohol or drugs on the premises.
- Failing a U.A. given by the sponsoring agency (Aanjibimaadizing, DOC, Probation, Family Services, etc.).
- Fighting or arguing with other Guests, occupants, visitors or staff.
- Displaying weapons or possession of weapons on the premises (to include the parking lot).
- Smoking inside the building (in rooms or common areas).
- Continuing room-to-room visits after being warned by Mino staff to discontinue such actions.
- Having unauthorized Guests in your room. (If an unauthorized Guest is found in a Band member's room, the Band member Guest shall be issued a Guest violation and charged \$49 per unauthorized guest / per day, in addition to the applicable daily rental rate that, in total, may be deducted from your Per Capita Payment).
- **Any other behaviors that are deemed by Mino staff to be disrespectful, dangerous and/or threatening to Guests, occupants, visitors, vendors or staff.**

8. Reasonable Suspicion of Chemical Use on Premises

If Mino staff has a reasonable suspicion to believe that a Guest is under the influence of alcohol or illegal drugs, the staff member shall complete a Reasonable Suspicion Form documenting the suspicion and shall contact the Director. If there is no time to contact the Director, staff shall call Emergency Services (by calling 911) (i.e. occupant passing out, becoming aggressive, etc.). The Director shall determine the consequence(s) for any violation of the ZTP. Mino staff shall not administer Urine Analysis (UA's). However, Mino staff may deem it necessary to contact law enforcement if a Guest or occupant appears to be under the influence of alcohol or illegal drugs.

Sponsoring agencies such as Family Services, Aanjibimaadizing and Probation Officers can administer UA's. If a UA is administered on the premises by any agency and it tests positive for alcohol or a non-prescribed or illegal drug, this shall constitute a violation of the Zero Tolerance Policy.

A Rule 25 or a treatment plan shall be required before a Guest will be allowed to continue staying or returning to the Mino.



9. Confidentiality

Mino staff shall handle and treat all Guest Intake information as confidential and shall protect the same. In the unlikely event that any Intake information is released without your prior authorization, Mino staff shall notify all affected Band members as soon as possible. If an occupant has any concerns regarding confidentiality or the release of their Intake information, please contact the Director.

10. Protection of Guests / Disqualifying Factor / Background Checks

Mino staff shall take reasonable action to protect Guests, to include family members and children. Documented sexual or criminal sexual offenders are NOT allowed on the Mino's premises. During check-in, Mino staff shall conduct an online BCA background check to ensure that no convicted criminal sex offenders are allowed to enter or reside at the Mino. When working with a probation officer, Mino staff shall request and require that the probation officer provide a copy of their client's full background check report as a condition to staying at the Mino.

11. Guest Agreement

The Policies and Procedures stated herein shall be considered part of the "Guest Agreement" by and between the Mino and Guests. The Guest Agreement shall be kept current and reflect the obligations of both parties. Each Guest Agreement should contain the following terms and conditions:

- The Mino shall take reasonable actions to maintain housing in compliance with applicable building codes and standards.
- Pets are prohibited.
- The Mino director shall provide Guests with adequate, written notice of termination except in cases where a Guest has violated the *Zero Tolerance Policy* and/or must be removed to protect Mino staff, occupants, or other Guests and family members staying at the Mino.
- The Director may terminate the Guest Agreement for any of the following activity engaged in by any Guest, family member, or Guest invitee who has:
 - Threatened the health, safety, welfare or right to peaceful enjoyment of other Guests, visitors, vendors or staff.
 - Engaged in any criminal activity on or off the Mino premises.
 - Displayed or used of weapons on or off the Mino premises.
 - Committed acts of domestic violence or causes fear to others.
 - Swearing or being rude to staff members.
 - Proven to use or possess a controlled substance on or off the premises.
 - Proven to use or possess alcohol on the premises.
 - Failed to fully pay the applicable rent due.
 - Failed to comply with these Policies and Procedures or the reasonable instructions set forth by the Director, staff, or sponsoring agencies.
 - Caused damage to Mino property (to include, but not limited to the room, common areas, equipment, furniture, parking areas, or other Mino property).
 - Receiving three (3) or more Guest violations within one (1) year.



➤ Violation of the Zero Tolerance Policy.

- A Guest shall not reside at the Mino for longer than one (1) year.

12. Hours of Operation

The Mino is intended to be staffed twenty-four (24) hours per day / seven (7) days a week. Guests are responsible to schedule and complete their Intake meeting during business hours (8:00 a.m. to 5:00 p.m. - Monday through Friday), or by appointment. Applications that are submitted over the weekend will be processed the next business day and referrals to sponsoring agencies will be made at that time. Depending on availability, Mino staff will be onsite to allow Guests access to rooms during after-hours.

13. Additional Loans / False Information

During you stay at the Mino, all Guests agree to not increase their debt by entering any new loans except during the first month at the Mino to obtain necessities (such as food, clothing, and personal items, etc.). Guests may access Emergency Rental Assistance, obtain food/gas vouchers and Emergency Housing Loans in order to obtain permanent housing. The Director shall approve all loans obtained by Guests. If any Guest is found to have falsified documents to obtain services or intentionally provide false information during the Intake, he/she may be asked to leave the Mino.

14. Address Change

Because the Mino is considered a Transitional Housing Program, Guests shall not use the Mino as their residential address. Guests should use the address of a family member or friend as their temporary address. You may also obtain a Post Office Box at any U.S. Post Office. The nearest U.S. Post Offices are located in Onamia and Garrison. Filling out a change of address form will allow Guests to continue receiving Per Capita Payments or checks from the Band's Office of Management and Budget and may also help Guests establish a rental history.

15. Keys

Mino staff shall issue a room key to Guests at check-in. If a key is lost, a \$10.00 cash charge will be imposed for a new key to be made. Guests shall also be charged a \$10 fee if he/she fails to return the key after moving out of their room.

16. Guests

Only those Guests and family members identified on the application and Policies & Procedures Manual signature page are allowed to stay overnight at the Mino. If a Guest needs to be added to the Registration form, it must be cleared by the Director.

17. Unauthorized Guests

If an unauthorized occupant is found in a Band member's room, the Guest shall be issued a Guest violation and also be responsible for an additional charge of \$49 per day (per occupant) in addition to the Guest's applicable daily rental rate.



18. Room-to-Room Visits

Room-to-room visits are not allowed. Mino staff shall issue a written Guest violation for room-to-room visits. If visits continue after a Guest has received a written violation, the Guest may be asked to leave for violating the Zero Tolerance Policy (please refer to the ZTP section).

19. Visitors

Visitors are welcome until 11:00 pm. All Visitors must sign in and out at the front desk by name and identify the Guest they are visiting. All Visitors must be sixteen (16) of age or older. All Visitors who do not sign in at the front desk shall NOT be allowed beyond the main entrance common area. All Guests are responsible for the behaviors and actions of their Visitors at all times.

20. Room Inspections/Appearance of Rooms/Agreement to Pay for Damages and Clean-up

Guests are responsible for the upkeep, cleaning and appearance of their rooms. Guests are to refrain from destroying, defacing, damaging, vandalizing, or removing any part of the premises. The Agreement to Pay Form must be filled out during initial check-in. This form is a binding contract between the Mino and Guest that states that the Guest(s) will be responsible to pay for damages, cleaning and the cost to remove any personal property left in his/her room. Payments may be taken from Band member Guest's per capita payments. In the alternative, Guests that are held responsible for damages, clean-up or packing costs may negotiate payment arrangements directly with the Director.

Room Inspections may take place with both the staff and Guest present. If the Guest is unavailable at the time of inspection, the inspection shall be conducted by two (2) staff members. If staffing allows, one female and one male will do all room inspections.

The Director will use the results of these inspections to determine whether Guests and authorized family members are complying with all maintenance responsibilities and following Zero Tolerance Policies. Weekly inspections will be done (any day between the hours of 8:00 a.m. and 8:00 p.m.), unless a circumstance arises for an immediate room inspection which will protect the property, safety and wellbeing of other Guests.

Guests are expected to keep rooms in a sanitized and cleanly fashion. General cleaning needs to be done on a daily basis. Guests are expected to vacuum and clean their rooms daily. Bathrooms are to be cleaned at least once per week. Garbage must be disposed of in the dumpsters outside the south entrance. All Guests will need to sign-up for the use of washers and dryers in the laundry room facility to do their laundry and wash bedding. Bedding should be washed weekly. Vacuuming must be done by 8:00 p.m.

21. Daily Room Checks

For the safety of all Guests, daily room checks will be done as time allows. There is no need to answer the door or let staff in. If you are present, just let us know through the door that you are okay. If we have not heard from a Guest, we will enter the room with two (2) staff to make sure everyone is safe and accounted for.



22. Drugs and Drug Paraphernalia on the Premises

During room checks or inspections, if drug paraphernalia or drugs are present anywhere in your room or on your person or effects, law enforcement will be called to make a report or possible arrest. Mino staff, CMD housing inspectors, drug dogs and officers will be allowed on the premises and in all rooms to do a search without the consent from Guest and despite any objection raised by you. If drugs and/or drug paraphernalia are found in your room or on your person or effects, you shall be asked to leave the Mino immediately (within 24 hours).

23. Day to Day Expectations

It is the expectation that all Guests will be actively working on improving their current situation, by working on their housing plans, going to work and following referral case plans with their Sponsoring Agencies. Guests are expected to meet all obligations of their housing and/or referral/case plans including all appointments made by each specialized service or sponsoring agencies. There is to be no lounging in the front common area unless you are off work, attending a training, or visiting with staff, visitors or other Guests.

24. Truancy

The Mino staff shall work with all schools to ensure that all children residing at the Mino are regularly attending school and have transportation each day. The area buses will come to pick up and drop off children at our facility. Children need to have a parent or guardian present when they get off the bus.

25. Culture

The Mino staff shall offer a variety of different culturally-based activities. Guests are encouraged, but not required (unless outlined and required in a case plan from a sponsoring agency) to engage in some of these activities. Please let us know if you have a talent or specialty that you can share with other Guests staying at the Mino, or give us any suggestions of activities that you may be interested in doing at the Mino.

26. Disclosure

To ensure the smooth operation of the Mino and for the comfortable of Guests, all staff and Guests should immediately notify the Director of any conflicts of interest.

27. Abandonment

Guests who are absent from the room for three (3) or more consecutive days without notifying the Mino Director, will be deemed to have abandoned their room. Abandonment shall result in the termination of this Guest Agreement. Unless arrangements are made, all belongings will be disposed of, or donated after ten (10) days. The Guest shall be responsible for the daily room rental rate until the Mino takes back possession of the room.

28. Cameras and Security

Video surveillance cameras on the premises are used to ensure the safety of Mino Guests and staff. The Director may use these videos as the Director finds necessary in connection with the enforcement of the Mino's Policies & Procedures. Video surveillance may also be turned over to law enforcement. Depending on staffing availability, the Mino intends to have security personnel onsite each day of the week.



29. Doors Locked

For the safety of all Guests, the north and south entrance doors shall be locked between 11:00 p.m. and 7:00 a.m. during the Spring, Summer and Fall. During the Winter, the north and south entrance doors shall be locked from 10:00 p.m. to 8:00 a.m. Front Desk staff may only allow Guests in if a pass is received for cultural events, Guests are returning from work, or with the Director's approval.

30. Supervision of Children

All minor children must be supervised **at all time** by a **registered adult**. **No exceptions**. Guest Violations may be handed out if children are unsupervised in the hallways, offices, common areas, outside, etc.

31. Kitchen and Laundry Use

The **kitchen** is to be used by Guests to prepare and cook meals for their families. Guests must sign in and out to use the kitchen. Please clean up the counters, stoves, microwaves, pots, pans and dishes after you are done using the kitchen. **Laundry** is available for use by Guests; Guests **MUST** sign up for allocated times at the front desk. Clean the machines after each use. If the kitchen and/or Laundry is not cleaned after use, Guest violations shall be issued to that Guest. Upon receipt of two (2) Guest violations, a Guest may lose his/her privilege to using the Kitchen and/or Laundry facilities.

32. Storage of Belongings

Due to the lack of storage space at the Mino, we cannot store your personal property left in rooms for longer than ten (10) days unless you obtain Director approval. Please call ahead if you are sending someone to pick up your belongings. State the name of the person and when they are expected to arrive. The Mino shall not be responsible for your personal property left in your room.

33. Termination of Guest Agreement

The Guest may terminate this Guest Agreement at any time by giving written, verbal or email notice to the Mino staff. The Guest agrees to leave the rental unit in clean and good condition; reasonable wear and tear is expected. Keys must be returned once the Guest has vacated and any unpaid rent is due before leaving the premises. The Guest Agreement will not be terminated by the Mino staff until the expiration date, except for "good cause." Good cause includes, but is not limited to: **Non-payment of rent, serious or repeated interference with the rights of other Guests, creating a serious hazard in the rental unit (such as storing or possessing any of the following in the unit: kerosene or gas containers, fireworks, firearms (licensed or unlicensed), ammunition, dangerous chemicals or similar items that create a danger to Guests), abandonment, commission of serious crimes, and non-compliance to housing plans, case plans and Sponsoring Agency agreements.**

34. Good Cause – Immediate Termination and Eviction.

The Mino shall immediately terminate (within twenty-four (24) hours) any Guest Agreement and evict the Guest residing at the Mino for any of the following reasons:

- **Violation of the *Zero Tolerance Policy***
- **Violation of Mino Policies and Procedures**



- Conviction of sex offense or criminal sexual offense
- Conviction of violent crime, including domestic abuse or assault
- Substantial or malicious damage to Band-owned personal or real property
- Substantial or malicious damage to Mino-owned personal or real property
- Abandonment of unit
- An arrest involving a controlled substance, alcohol related offenses or theft on or off the premises
- Selling or attempting to sell illegal drugs on or off the premises
- Rude or disrespectful to staff, vendors, other department personnel, Guests or visitors (this includes casino shuttle bus drivers).
- Receipt of three (3) or more Guest violations

35. Thirty (30) Day Ban

Guests who abandon their rooms after 3 days, or who receive three (3) or more Guest violations, may not return to the Mino for a period of thirty (30) days.

36. Sixty (60) Day Ban

Guests who are asked to leave for being under the influence of alcohol or drugs, will need to have proof of treatment completed or a case plan with CD before being allowed back to the Mino. Sixty (60) days must have also elapsed since the last stay.

37. Indefinite Ban

Guests who have taken items from other Guests without permission, **stole property from the Mino**, sold drugs, fought others, brandished or possessed weapons on the premises, and were disrespectful to staff and excessively damaged their units, may be added to our Indefinite Ban list.

38. Dispute / Venue / Applicable Law

Any disagreement or dispute between the Mino and Guests regarding any matter addressed in these Policies & Procedures and/or the Guest Agreement shall be governed by, and construed and enforced in accordance with Band law and resolved in the Court of Central jurisdiction.

39. Invalidity of any Provision

If any term or provision of these Policies & Procedures and/or the Guest Agreement shall be held invalid or unenforceable by the Court of Central Jurisdiction, the remainder of the Policies & Procedures and/or Guest Agreement shall remain valid and fully enforceable.

40. Collection After Move-out

Following a voluntary or involuntary move-out, abandonment, eviction, or termination of the Guest Agreement, the Mino may collect all unpaid rent, damages to the room or premises over and above normal wear and tear, storage costs, clean-up costs, property repair, personal property disposal costs and all other amounts owed by Guest to the Mino. Collection actions may include: legal proceedings in the Court of Central Jurisdiction, referral to a collection agency; and garnishment. If a debt is owed by Guest to the Mino, the Office of Solicitor General may file legal action against Guest to collect all amounts owed.



Household Members Included (Include all who will be staying at the Mino). If school age, please indicate what school child attends.

Name and DOB: _____
School: _____

Name and DOB: _____
School: _____

Name and DOB: _____
School: _____

Name and DOB: _____
School: _____

I, _____ have read, understand, and agree to these Mino Policies & Procedures. I understand that if I do not follow these Mino Policies and Procedures, I may be asked to immediately leave the premises under threat of eviction and shall pay all amounts due prior to vacating my room. If I am asked to leave the Mino, I understand that I must wait at least thirty (30) days prior to reapplying.

Tenant Signature

Date

Tenant Signature


Date

Staff Signature

Date

Authorization

This Mino Bimaadiziwin Transitional Housing Program Policies & Procedures Manual is hereby adopted by the Commissioner of Community Development this 9th day of February, 2022.

 02/09/2022

Timothy Jackson
Commissioner of Community Development
Non-Removable Mille Lacs Band of Ojibwe

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