

Housing Authority of the Seminole Nation of Oklahoma

RENTAL ASSISTANCE PROGRAM OPERATING POLICY AND PROCEDURE

These policies and procedures were adopted by the Housing Authority of the Seminole Nation of Oklahoma by Resolution #2019-03.

SECTION 1

GENERAL PROVISIONS

A. Introduction; Tribal Preference. The mission of the Housing Authority of the Seminole Nation of Oklahoma (“HASNOK”) is to provide decent, safe, sanitary and affordable housing to income-eligible Native Americans living or intending to live within its housing service area, as same may change from time to time. The Board of Commissioners (“BOC”) hereby enacts this the Rental Assistance Program Policy (“Policy”) in order to set forth the policies and procedures applicable to the Rental Assistance Program (“Program”) of the HASNOK. Members/Citizens/Freedmen of the Seminole Nation of Oklahoma (“Nation”) will receive preferential consideration in the allocation of housing services and other resources in compliance with the Nation’s approved Indian Housing Plan and this Rental Assistance Program Operating Policy and Procedure (“Policy”).

B. Purpose. This Policy is designed to serve as:

1. A guide to use in determining eligibility, admission of applicants, and occupancy standards;
2. A document to provide consistent, equitable, and uniform treatment of clients and applicants; and
3. A basis for decision-making by officers and employees of the HASNOK.

C. Interpretation; Applicability. This Policy supersedes any and all ordinances, policies, laws, or resolutions regarding the operation of the Rental Assistance Program of the HASNOK (“Program”).

D. Compliance with Applicable Law. This Policy shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing and Self-Determination Act of 1996, as amended (“NAHASDA”), the rules and regulations of the United States Department of Housing and Urban Development (“HUD”), and other applicable tribal, state and federal laws. **This Policy shall not be construed or applied to prevent the HASNOK from complying with the terms and conditions of any federal grant or contract, including any rules or regulations applicable to HUD-assisted programs.**

E. Sovereign Immunity. The HASNOK specifically retains all governmental immunities associated with its sovereign status. The HASNOK’s subsidiaries, employees, officers, and agents shall share in its sovereign immunity from suit. The HASNOK does not waive its sovereign immunity in any

respect and this Policy shall not be construed as such waiver.

F. Notice. All applicants for the Program shall receive a copy of this Policy, and shall acknowledge receipt in writing. The HASNOK shall post a copy of this Policy in the lobby of its headquarters.

SECTION 2

CONDITIONS OF ELIGIBILITY

A. Eligibility Criteria. The following criteria shall govern eligibility for Program participation.

1. The Applicant must be a Native American member/citizen/Freedmen or a member of a Native American Family. A Native American is defined as any person recognized as being an Indian or Alaska Native by a Tribe, the Federal government, or any State. Native American status must be verified by a Tribal Enrollment Card;
2. A Native American Family is defined as a single Native American members/citizens/Freemen or a group of persons, with at least one Native American member/citizen/Freeman, residing in the household. Members of the family do not need to be related by blood, by marriage, or in any other legal capacity. A family includes:
 - i. A household with or without children. A child who is temporarily away from home due to placement in foster care should be considered a member of the family.
 - ii. An elderly family, which is defined as a family whose head, co-head, spouse, or sole member is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides.
 - iii. A disabled family, which means a family whose head, co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides. "Disabled" means and refers to any person who

has a physical or developmental disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or the Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)). Disability status must be verified by at least two acceptable sources, such as medical professionals, the Social Security Administration and/or the Veterans Affairs Administration.

- iv. A displaced family, which is a family in which each member or the sole member is a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.
 - v. A remaining member of a tenant family is a family member of an assisted tenant family who remains in the unit when other members of the family have left the unit.
 - vi. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- 3. The Applicant must be at least eighteen (18) years of age;
 - 4. Subject to Section 2(B) of this Policy, the Applicant must qualify as a low-income family, whose income does not exceed eighty percent (80%) of the national median income, as set by HUD, at the time of issuance of the Assistance Voucher and throughout the period of participation in the Program. Income verification shall not be more than six (6) months old at the time of issuance of an Assistance Voucher. Income limits are adjusted for family size and updated on an annual basis. The HUD income guidelines, as same may change from time to time, hereby are adopted, and incorporated by reference;
 - 5. The home to be occupied by the Participant(s) ("Dwelling Unit") must be located within the Nation's designated housing service area for the Program as defined by the Nation's Indian Housing Plan;

6. The Dwelling Unit must be decent, safe, sanitary and in compliance with all applicable building and occupancy codes at the time of move-in and throughout the period of Program participation;
7. If the Dwelling Unit was built prior to 1978, the unit must be inspected by a Certified Lead Based Paint Risk Assessor. Prior to approval for occupancy, the Certified Lead Based Paint Risk Assessor must determine that the unit is safe pursuant to HUD guidelines. If the Certified Lead Based Paint Risk Assessor determines that the unit is not safe, the Property Owner will be given an opportunity to cure the deficiencies. If the Property Owner refuses to cure the deficiencies, rental assistance for the unit will be denied. If the unit is determined to be safe and approved for rental assistance, the unit must be re-inspected every two years by a Certified Lead Based Paint Risk Assessor to ensure the continued safety and fitness of the unit; and
8. The Applicant must intend to use the Dwelling Unit as his/her principal residence throughout the term of the lease.

B. Special Provision Regarding Non-Low-Income Applicants. A non-low-income family, which is a family whose income falls within 80 to 100 percent of the national median income, may receive housing assistance only in accordance with 24 CFR 1000.110. However, assistance for a non-low-income family will be based on the non-low-income family's actual income, with assistance not to exceed \$160.00 per month. With the exception of the amount of assistance to be provided, all other provisions of this policy are applicable to a non-low-income family.

C. Computation of Income. The Applicant's annual income shall be computed by choosing one of the three following definitions of annual income:

1. The Part 5 Definition (as same may change from time to time), which is defined in 24 CFR 5.609 and is incorporated by reference;
2. The Census Long Form Definition (as same may change from time to time), which is incorporated by reference; or
3. The IRS Form 1040 Definition (as same may change from time to time), which is incorporated by reference.

HASNOK shall use the Definition most advantageous to the applicant. When a Definition allows for excessive mileage, excess mileage shall not exceed twenty-

five dollars (\$25) per family per week, for employment or educational related travel.

D. Income Exclusions. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency or in indemnity compensation shall be excluded as income from any household annual income calculation. Any other income exclusions set by NAHASDA (as may change from time to time) are incorporated by reference.

E. Ineligible Applicants; Participant Exclusion Criteria.

1. Ownership, use, or acquisition of an additional residence that is decent, safe, and sanitary before or during occupancy of a Dwelling Unit shall disqualify an Applicant or Participant from the Program.
2. Parties to land contracts, contracts for deed or any other form of mortgage or constructive mortgage specifically are excluded from participation in the Program.
3. Previous tenants or homeowners who owe a debt to the HASNOK or to any public or Indian Housing Authority will not be eligible for Program participation until the owed monies are paid in full as evidenced by appropriate documentation or five (5) years have elapsed since the date of termination or abandonment of the previous lease, provided that the BOC approves the readmission of such former participants. Former Participants (inclusive of all homeownership programs administered by the HASNOK) who desire to be readmitted to the Program, shall be given the opportunity to appear before the Board of Commissioners to present any documentation, justification or other evidence why he/she should be considered for readmission to the Program. Landlord reference of payment history will be taken into consideration. The decision of the Board of Commissioners shall be final.
4. The HASNOK, in its sole discretion, may withhold admission to the Program if it is determined during the application verification process that the Applicant and/or any adult household member(s):
 - a. Have been evicted from any public or Indian Housing

Authority or private rental property within the past three (3) years;

- b. Have been determined to be guilty of program abuse or fraud in any federal housing assistance program;
- c. Have previously abandoned, relinquished and/or damaged a unit owned by this or another Indian housing authority;
- d. Owe a debt to the HASNOK for past-due rent or damages to a program unit;
- e. Owe debts incurred from prior occupancy of a unit at any other Housing Authority or private rental property and/or
- f. Have a history of conduct which indicates that program participation would not be successful.

SECTION 3

APPLICATION PROCEDURES

A. Application Requirement. The application is the basic record of each family applying for admission to the Program. Each Applicant is required to provide any and all information requested and to sign the application and related forms. All information and statements made by the Applicant are subject to verification. **Providing false statements renders the Applicant ineligible.** If an Applicant fails to provide a complete application, including any and all required supporting documentation, within thirty (30) days of the date of receipt of the initial application, the application shall be denied without further notice by the HANSOK and the Applicant must re-apply for assistance.

B. Application Procedure.

- 1. Applications are accepted at the Housing Authority office. Each application shall reflect the date and time received. Copies of the front page will be handed to the Applicant as receipt of application and shall bear the initial of the employee who accepted the application.
- 2. All adult applicants must sign an authorization for release of information, which is required for third party verification.
- 3. In the event it is determined that an applicant has an immediate family tie to any HASNOK employee, Commissioner or elected tribal official, the HASNOK will

publish a “Public Disclosure” in accordance with its Conflict of Interest Policy.

4. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence. Files will be placed in one of three categories, as follows:
 - a. **“Eligible”** - Applicant has met initial eligibility requirements and has been placed on the waiting list for the program;
 - b. **“Ineligible”** - Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program; or
 - c. **“Inactive”**– Applicant has not updated the application within thirty (30) days of notification and has been removed from the waiting list pursuant to Section 4(E), below.
5. If during the application intake and screening process it is determined that the Applicant is ineligible for program participation, the Applicant will be informed of such determination, and the application classified as ineligible. In such instances, sufficient information and findings pertaining to the denial of services will be documented for the file. A certified letter with return receipt requested will be mailed to the Applicant within thirty (30) days of the date of denial. The notice shall specify the grounds for the denial of service and notify the Applicant of his/her right to appeal the decision pursuant to the Grievance Policy and Procedure of the HASNOK.
6. All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by the person recording the change, with all changes and explanations noted in the record.
7. Upon request, a disabled person may receive assistance from the HASNOK or a representative of his/her choice in completing the application.

C. Verification and Documentation of Application Information.
Information submitted by each Applicant shall be verified to ensure that the

information is true and correct. Complete and accurate verification records will be maintained. Each Applicant shall provide the following documents to substantiate his or her Indian status, identity, income and other conditions of eligibility. At a minimum, each Applicant shall provide copies of:

1. A Tribal Enrollment Card;
2. Social Security cards and birth certificates for all household members;
3. Federal tax returns or transcripts filed for the previous year or a notarized statement explaining why a tax return was not filed from the Applicant and each adult household member;
4. Copies of paycheck stubs from the Applicant and each household member with earned income;
5. Statements or award letters from agencies documenting unearned income (including but not limited to Social Security, General Assistance, Retirement, Unemployment Benefits, Department of Human Services Assistance, Oil and Gas Royalty and Veterans benefits); and/or
6. Certified statements from self-employed persons or persons whose earnings are irregular, setting forth the gross receipts, itemized expenses, and net income.

D. Waiting List.

1. Waiting lists shall be maintained for the Program. All eligible applicants shall be placed on the waiting list according to the selection preferences set forth in Section 4 of this Policy.
2. If, for any reason, the applicant becomes ineligible for participation, the applicant shall not lose his or her place on the waiting list for a period of 90 days. During the 90 day period, the applicant may be passed over by other applicants, but the applicant will not lose his or her ranking on the list. If, after 90 days, the applicant is unable to remedy the situation that resulted in the applicant's ineligibility, the applicant will be removed from the waiting list. If or when the applicant reapplies for participation, the applicant's ranking prior to being removed from the waiting list shall not be considered.
3. The waiting list shall be updated on a regular basis. Any

Applicant wishing to be removed for the list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list except for failure to update his or her application in accordance with Section 3(E), below.

E. Application Updates. Applicants shall update their applications and supporting documents and maintain current contact information on file no less frequently than every six (6) months. This is the responsibility of the applicant and not the HASNOK. Applicants who have not updated their applications within **thirty (30) days** of notification of the duty to update will be removed from the waiting list and will have to re-apply to be placed back on the waiting list. These applicants will receive a new approval date and placed at the bottom of the waiting list. Inactive applications and supporting documents will be discarded after three (3) years.

SECTION 4

SELECTION OF PARTICIPANTS

A. Preference Categories and Point System. The HASNOK reserves the right to reconfigure the rank order when an applicant's living environment presents an imminent health or safety risk. In all other cases, the HASNOK shall allocate program assistance to the qualifying applicant(s) receiving the highest number of points as outlined below.

1. *Displaced*. Displaced households shall receive priority consideration if unit is available. This category includes only those households displaced by governmental action, or whose dwelling has been extensively damaged or destroyed by extreme weather, fire or other involuntary act. Persons displaced by reasons of misconduct or failure to meet financial obligations are specifically excluded from priority consideration under this category.
2. *Full Blood Indian Preference*. Preference shall be given where the Applicant(s) is a full-blood, enrolled Seminole Nation tribal member (qualified Applicant-households shall receive a total of 5 points priority consideration);
3. *Elderly and/or Disabled*. If there is at least one elderly and/or disabled member of the household, the household shall receive a total of four (4) points priority

consideration. For purposes of this policy, elderly means and refers to persons who are sixty-two (62) years of age or older. "Disabled" means and refers to any person who has a physical or developmental disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or the Disabilities Assistance and Bill of Rights Act (42 U.S.C.6001(7)). Disability status must be verified by at least two acceptable sources, such as medical professionals, the Social Security Administration and/or the Veterans Affairs Administration;

4. *Veterans.* If at least one veteran lives in the household on a permanent basis, the household shall receive a maximum of three (3) points priority consideration;
5. *Near Elderly.* If there is at least one near-elderly member of the household, the household shall receive a total of two (2) points priority consideration, provided that the household does not qualify for priority consideration based on elderly and/or disabled status. For purposes of this policy, near-elderly means and refers to persons who are at least fifty-five (55) years of age;
6. *All other Seminole Nation Tribal Members.* All other Seminole Nation tribal members, not including Freedmen, will receive one (1) point.
7. *First-time Applicants.* Qualified Applicants who have never received assistance under a homeownership program administered by the HASNOK and/or the Nation shall receive *one (1) point.*

B. Preference for other Tribal Members/Citizens/Freedmen. All other tribal members/citizens/Freedmen shall be given preference once Seminole tribal members on the waiting list and/or members that have applied for services are served and/or were offered services are served and provided that the Applicant must possess a valid Tribal Enrollment Card.

C. Preference among Applications with Same Ranking Score. In the case of two or more applicant-households having equal preference, the date and

time the application was received by the HASNOK shall determine which applicant-household is selected.

D. Informing Applicants about Preferences. The HASNOK shall inform all Applicants of the preferences set forth in this section and shall give Applicants an opportunity to demonstrate that they qualify for such preferences.

E. Notice and Opportunity for a Meeting if Preferences are Denied. If an Applicant does not qualify for a claimed preference, the HASNOK shall notify the Applicant in writing. The notice shall briefly describe the reasons for the determination and notify the Applicant of his or her right to appeal the determination pursuant to the HASNOK's Grievance Policy.

F. Notification of Selected Applicants. The HASNOK shall notify applicants who are selected for Program participation in writing. The notification shall include, at a minimum, the following information:

1. A statement that the Participant has been selected for participation in the Program for a specific period of time;
2. A brief description of the Program and summary of the Participant's responsibilities;
3. If applicable, the time and place for training activities; and
4. Notification that the Participant has fifteen (15) days in which to respond to the notice, by either accepting or rejecting the subsidy offered. Failure to respond shall be regarded as a rejection of the offer.

G. Refusal of Services; Failure to Respond. If a Participant refuses or fails to respond to the offer of assistance under the Program, the Participant will be removed from the waiting list and must re-apply for services under the Program and will be placed at the bottom of the waiting list.

SECTION 5

LEASING AND OCCUPANCY

A. Voucher Issuance. Rental Assistance Vouchers are documents which constitute a contract between the Housing Authority and the Participant. Assistance Vouchers outline a Participant's obligations under the Program. Assistance Vouchers are issued after a Participant has been certified as eligible, briefed on program requirements and authorized by the HASNOK to search for suitable housing. Assistance Vouchers are issued initially for a period of sixty

(60) days. The Participant must submit a request for lease approval within the sixty (60) day period, unless the HASNOK grants an extension in writing. The HASNOK may extend an Assistance Voucher in one or more increments, not to exceed an additional sixty (60) days, provided that the Participant is actively seeking housing and remains qualified for Program participation in all respects.

B. Request for Lease Approval. Participant(s) shall turn in a Request for Lease Approval prior to the expiration of an Assistance Voucher. The HASNOK shall not approve the lease until satisfactory completion of the rent reasonableness test as provided in this Section, a suitability determination as to the Owner of the Dwelling Unit ("Property Owner"), and the initial inspection of the dwelling unit as outlined in Section 7(B) below.

C. Rent Reasonableness Determination. Prior to approving the Request for Lease Approval, the HASNOK will certify and document on a case-by-case basis that the rent to be charged:

1. Does not exceed rents charged by the Property Owner for comparable unassisted units in the private market;
2. Is reasonable in relation to rents charged by other Owners for comparable units in the private market;
3. Is reasonable in relation to criteria including, but not limited to, the following:
 - a. square footage of the unit;
 - b. number of bedrooms;
 - c. number of bathrooms;
 - d. location;
 - e. unit type;
 - f. quality of the unit;
 - g. amenities of the unit;
 - h. facilities of the unit;
 - i. date built; and
 - j. management and maintenance services of and available to the unit;

If the proposed rent does not meet the rent reasonableness test, the HASNOK will discuss with the Property Owner the possibility of reducing the rent to be charged. If the Property Owner accepts the offer of a revised rent, the HASNOK will continue processing the Request for Lease Approval. If the Owner does not agree on the revised rent following negotiation with the HASNOK, the HASNOK will inform the Participant that the Lease is disapproved for the questioned unit.

The Participant should continue to try to locate eligible housing if his/her Assistance Voucher is still valid. The HASNOK may renew vouchers if the original Request for Lease Approval is denied due to failure of the rent reasonableness determination.

D. Suitability of Property Owner. Prior to approving the Request for Lease Approval, the HASNOK must verify the suitability of the Property Owner under the Program as follows:

a. *Verification of Ownership.* The Property Owner(s) must provide his/her current residential or business address, which cannot be a post office box. The Property Owner also must submit proof of ownership of the property in the form of a recorded instrument and proof of a management agreement if the property is managed by a management agent. This requirement may be waived by the HASNOK on a case-by-case basis in the event the Dwelling Unit is located within an apartment community or other multi-family dwelling.

b. *Past Performance.* The HASNOK shall not approve a Request or Lease Approval if it is determined that:

1. The Property Owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24;
2. The federal government has instituted an administrative or judicial action against the Property Owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or a court or administrative agency has determined that the Property Owner violated the Fair Housing Act or other federal equal opportunity requirements;
3. The Property Owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
4. The Property Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
5. The Property Owner has engaged in any drug-related criminal activity or any violent criminal activity;
6. The Property Owner has a history or practice of non-compliance with maintenance and inspection requirements for units leased under tenant-based

programs, or with applicable housing standards for units leased with project-based Rental Assistance or leased under any other federal housing program; and/or

7. The Property Owner has a history or practice of failing to terminate tenancy of tenants of units assisted with Rental Assistance.

c. *Related Parties.* The HASNOK shall not approve the Request for Lease Approval if the Property Owner is determined to be the parent, child, grandparent, grandchild, or sibling of any member of the Participant's household or if the Property Owner lives in the Dwelling Unit.

E. Assistance Contract. An Assistance Contract shall be executed by the Executive Director (or his/her designee) and the Participant prior to the transfer of any payment to the Property Owner under the Program. The adult Seminole tribal member(s) who qualified for Program participation shall sign as the head(s) of household. The form of Assistance Contract set forth at Exhibit "A" of this Policy hereby is adopted and incorporated by reference. The Participant and Property Owner shall receive copies of the Assistance Contract, and the original shall be retained by the HASNOK.

F. Contract Term; Period of Eligibility. The Contract will be signed in one (1) year increments with a maximum time limit of thirty-six (36) months on the Program consecutive or not, as long as the Participant continues to meet all other eligibility requirements. This time limit will not apply to Near Elderly, Elderly, or Disabled Participants as defined in Section 4(A)(3) of this Policy. Participants may request an extension of eligibility based upon extenuating circumstances, which shall be subject to the prior approval of the Board of Commissioners.

G. Commencement of Occupancy. **Selected Applicants must take possession of the dwelling unit within fifteen (15) days of the date of the Assistance Contract.** Applicants who notify the HASNOK within thirty (30) days of defaulting under this Section shall be returned to the waiting list without further penalty. Failure to execute the Assistance Contract or to take occupancy of a dwelling unit may constitute grounds for termination of participation in the Program.

SECTION 6

SUBSIDY CALCULATION AND PAYMENT

A. Subsidy Calculation. A flat rate of \$200.00 will be paid to the Property Owner on behalf of the Participant during each month that the

Participant is eligible for Program Participation. No moneys will be transferred directly to Program participants.

B. Payments to Property Owner. The HASNOK shall provide the Property Owner with invoices to cover a 12-month period in a form prescribed by the HASNOK. The Property Owner will be responsible for invoicing the HASNOK no later than 4:30 PM of a business day that is at least fifteen (15) days before the day the rent is due from the Participant. If an invoice is not received from the Property Owner on or before that time, the payment will be processed during the following month. The first payment shall be made to the Property Owner on the first day of the first full month following execution of the Assistance Contract. There shall be no retroactive payments for any prior months regardless of when the Participant assumed occupancy of the Dwelling Unit. The Property Owner must complete a W-9 tax reporting form prior to processing the initial payment, and the Owner will receive a 1099 miscellaneous income statement for any payments made to the Owner under the Program.

C. Change in Ownership. Property Owners have an affirmative duty to report any conveyance of the real property or other changes in ownership or management to the HASNOK for purposes of processing rental assistance payments. The HASNOK will not be liable for any lost or misdirected payments to the Property Owner or his or her successor in interest due to an unreported conveyance. The HASNOK will process a change of ownership only upon written request of the new owner and receipt of a certified copy of the recorded instrument of conveyance and the Employee Identification Number or Social Security number of the new payee. Upon receipt of all necessary information and documents, a transfer of ownership form will be completed.

D. Transfers. A Participant may move to another dwelling unit following the first full year of participation, provided that the Participant is in full compliance with all aspects of the Policy and does not owe the HASNOK for delinquent rent or damages. The HASNOK may offer a new Assistance Voucher, subject to availability, to the Participant to aid in his/her search for another unit. The new Dwelling Unit and Property Owner shall be subject to all required verifications under this Policy. In the event the Participant is required to move due to failure of the Dwelling Unit to pass inspection or other imminent threat, the HASNOK may issue the assistance voucher even if the verifications are not complete.

SECTION 7

RULES AND CONDITIONS OF CONTINUED PARTICIPATION

A. Tenant Code of Conduct. All Participants, household members and guests must comply with all rules and regulations affecting the use and

occupancy of the Dwelling Unit and abide by all laws of the Nation, including but not limited to:

1. *Principal Residency Requirement.* Program participants are required to occupy the Dwelling Unit as their principal place of residence. A unit which has been unoccupied for a period of **thirty (30) days** or more may be determined to be abandoned and ineligible for continued assistance under the Program.
2. *Unit Condition/Inspections.* The Dwelling Unit and grounds must be maintained in a decent, safe and sanitary condition throughout the period of Program participation. The Participant agrees that the HASNOK Executive Director, housing inspector and/or maintenance personnel will be permitted to enter the dwelling for the purpose of verifying compliance with this section.
3. *Maintaining Current Rent.* Program participants that are renting units owned or maintained by HASNOK, must stay current on their rent. In any month where Participant is behind on rent for a unit owned or controlled by HASNOK, rental assistance will be not be provided. If rental assistance is not provided three times during a one year period due to Participant's failure to stay current on rent for a unit owned or maintained by HASNOK, Participant will be terminated from the program.

B. Inspections. The HASNOK may periodically inspect the Dwelling Unit and grounds and the Participant shall facilitate such inspections, as follows:

1. *Initial Move-in Inspection.* At the time of initial occupancy, a move-in inspection shall be conducted by a HASNOK representative and the Participant. The Participant may have a representative of his/her choice present at the initial inspection. On an initial inspection, the Property Owner will generally be given thirty (30) days to correct the noted deficiencies. The 30-day period may be extended by the HASNOK on a case-by-case basis. If the thirty (30) days and any approved extensions have elapsed or the unit has failed following two (2) re-inspections, the Participant must choose another unit to be eligible for Program participation.
2. *Annual Inspection.* The HASNOK shall conduct an annual

inspection, which will include the interior, exterior and adjacent grounds of the Dwelling Unit. The Participant and Property Owner shall be provided with written notification of the scheduled inspection at least **five (5) days prior** to the date of the inspection. The Participant and Property Owner shall sign and receive a copy of the inspection report.

3. *Opportunity to Cure Deficiencies.* If an inspection reveals any deficiencies in the condition of the Dwelling Unit, the Participant and/or Property Owner shall be given thirty (30) days following receipt of a written notice from the HASNOK to correct the deficiencies, at which time a follow-up inspection shall be scheduled.
4. *Follow-up Inspection.* The HASNOK shall conduct a follow-up inspection to determine if the deficiencies identified in a previous inspection have been corrected. The Participant and Property Owner shall be notified, by regular and certified mail with return receipt requested, and given the opportunity to be present at the inspection. Failure to correct the deficiencies within thirty (30) days of the re-inspection is grounds for termination of Program participation.
5. *Other Inspections.* The HASNOK may inspect the unit at any other time for any reasonable purpose, including in response to complaints received by the HASNOK. The HASNOK shall provide the Participant(s) and Owner with prior notice of the inspection when possible under the circumstances and shall use its best efforts to minimize any disruption or inconvenience to the Participant(s) and Owner.

C. Counseling/Continuing Education. Participants may be required to participate in ongoing educational programs regarding maintenance obligations, financial responsibility and other aspects of Program participation or preparation for homeownership. Attendance is mandatory for all counseling sessions scheduled by the HASNOK and participation in such programs is a condition of continued participation in the Program.

SECTION 8

EXAMINATION AND RE-EXAMINATION OF PARTICIPANT STATUS

A. Re-examination Procedure. The HASNOK shall examine the Participant household's earnings and other income prior to initial occupancy and shall reexamine such income at least once a year thereafter.

1. Re-examination Schedule. The Participant's "reexamination schedule" shall coincide with the date of initial occupancy of the Dwelling Unit. The re-examination process shall commence at least two (2) months prior to the date of re-examination to allow sufficient time for HASNOK staff to verify all information provided by the Participant(s). The Participant will be notified of the need to re-certify and to set a date/time for the re-certification.
2. Personal Declaration. The Participant(s) shall be required to complete and sign a personal declaration at the time of the recertification interview. Participants shall also be required to sign a new lease in which they agree to comply with all changes made to the HASNOK policies since the original certification. All entries are to be made in ink, indelible pencil or typeface. Changes or corrections are to be initialed and dated by the person making such changes.
3. Records Retention. Data assembled at the time of the reexamination is to be filed in the folder set up for the Participants at the time of admission.

B. Interim Reexamination of Income and/or Household Status/Composition. In addition to submitting such information as may be required at the time of annual reexamination, **Participant(s) have an affirmative duty to report immediately any changes in income or household composition to the HASNOK. Any person occupying the home in excess of thirty (30) days in any one (1) year period shall be reported as a household member and made subject to all required verifications.**

Participant(s) are required to report immediately the occurrence of one or more of the following circumstances:

- a. any changes in income;
- b. the loss of any household member through death, divorce or other circumstance;
- c. the addition of a household member by marriage, birth or other circumstance; and/or
- d. ownership, use, or acquisition of an additional residence that is decent, safe, and sanitary

Failure to report these changes in circumstance to the HASNOK, could, at the discretion of the BOC, result in

eviction.

C. Verification and Documentation of Reexamination Data. To assure that the data upon which determinations as to eligibility for continued participation in the Program are made (either by scheduled re-examination or an interim re-examination) are complete and accurate, the information submitted by the Participant household shall be verified. Verification procedures are the same as those described in Section 3(C), above.

D. Action Required Following Reexamination. Within thirty (30) days of receiving the Personal Declaration and all required supporting documentation, the HASNOK shall notify the family in writing of: (1) any change to be made regarding the Participant's eligibility to participate in the Program and the effective date thereof, (2) any changes to the HASNOK policy and the effective date thereof; and/or (3) any instances of misrepresentation or non-compliance with the Program Policy, HUD regulations or housing policy and of any corrective or disciplinary action which is to be taken.

E. Failure to Comply With Annual Reexamination. If the Participant fails to respond to the letter requesting re-certification information, a written notice, by certified mail with return receipt requested, will be mailed with a deadline for submission of information. If the Participant fails to provide the information requested by the due date, it shall be deemed a violation of this Policy, which may result in termination of participation. In addition, Participant(s) who fail to report upward changes in income may be liable for additional amounts due to the HASNOK.

SECTION 9

TERMINATION OF PROGRAM PARTICIPATION

A. Grounds. Participant(s) may be subject to termination of Program participation for reasons including, but not limited to, the following:

1. The acquisition or occupancy of another home or failure to continue to use the Dwelling Unit as the family's principal residence;
2. Failure to comply with income reexamination requirements;
3. Misrepresentation of income, household composition or other material fact(s), regardless of whether the Participant is or is not eligible to participate at the time the misrepresentation is discovered;

4. More than three (3) unexcused absences from scheduled appointments with HASNOK staff for inspections, counseling, recertification, or any other purpose;
5. Failure to supply any requested certification, release, information, or documentation as the HASNOK determines to be necessary;
6. Moving and/or abandoning the Dwelling Unit without notice to the HASNOK;
7. Interference, obstruction or non-compliance with inspection requirements;
8. Failure to stay current on rent for three months during a one year period when Participant is renting a unit owned or controlled by HASNOK; and/or
9. Other material violation of any term or provision of this Policy or other tribal, state, or federal law or regulation.

B. Procedure. In the event of non-compliance with any of the provisions set forth in this Policy, the HASNOK may terminate the Participant's participation in the Program, according to the following procedure:

1. The HASNOK shall send a letter stating that the household is not in compliance with a specific provision of the Policy, describing the satisfactory means of resolving the violation, if any, and providing that such violation must be cured within ten (10) calendar days of the date of the notice.
2. If the Participant(s) does not cure the violation within the timeframe specified, the HASNOK shall issue a notice to terminate his/her participation in the Program. The notice shall advise the Participant of his/her right to appeal the decision to terminate services pursuant to the Grievance Policy of the HASNOK.
3. Participant(s) whose conduct constitutes fraud or presents an imminent threat to the continuation of the Program or the health, safety and/or welfare of others shall not be entitled to the thirty (30) day notice period and opportunity to cure set forth in this Section.
4. If the Participant(s) receives three (3) letters of non-compliance, the HASNOK may issue a notice to terminate

services pursuant to the Grievance Policy of the HASNOK.

5. The HASNOK will notify the Property Owner separately, in writing, of any suspension or termination of services pursuant to this section.

C. Additional Remedies of the HASNOK. In addition to terminating the Participant's participation in the Program as outlined above, the HASNOK may pursue any and all legal remedies to collect such amounts as are determined by the HASNOK to be due and owed by the Participant and/or the Property Owner. The District Court of the Seminole Nation of Oklahoma and/or such other tribal court as may hereinafter be established by the Seminole Nation of Oklahoma shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy.

D. Additional Payments Due to the HASNOK. Additional charges to the Participant shall include, but are not limited to:

1. Attorney's fees and court costs; and/or
2. Other charges specified under any applicable tribal, state, or federal law or regulation.

E. Enforcement Subsequent to Court Action. The following provisions apply to the collection of any court-ordered payments due to the HASNOK:

1. Repayment of delinquent amounts subsequent to a court order shall be in full.
2. The HASNOK may collect judgment debts from previous or current Participant(s) by:
 - a. Garnishing wages; and/or
 - b. Placing liens on property.
3. Should written arrangements be made and the provisions thereof breached, the account may be referred to an attorney without further notice or action on the part of the HASNOK.

F. Special Provisions Regarding Owners of Rental Property. Property Owners may be subject to discontinuation of Program Participation and legal recourse, as follows:

1. The HASNOK will not approve the Property Owner for any Assistance Contract or Payment Voucher for a minimum of thirty (30) days following a denial of participation under

Section 7(B)(1) of this Policy or termination of participation under Section 7(B)(4). Prior to entering into a new Assistance Contract, the Owner must give the HASNOK written assurance that he/she will comply with any and all Program requirements in the future.

2. Property Owners determined by the HASNOK, in its sole discretion, to be in substantial non-compliance with any aspect of this Policy may be suspended from eligibility to receive rental assistance payments on behalf of Participants for a period of three (3) years. Owners who desire to be readmitted to the list of authorized providers shall petition the Board of Commissioners after expiration of the three (3) year period.
3. The HASNOK may pursue any and all legal remedies, including the collection of any amounts wrongfully obtained by Property Owners under the Program, through the District Court of the County wherein the real property is located.
4. If the Property Owner commits fraud as determined by the HASNOK, the HASNOK may bar the Property Owner from participation in the Program for a period of time to be determined by the HASNOK depending on the seriousness of the offense. For purposes of this Policy, fraud includes but is not limited to: overpayment of rent, repairs, security deposits, etc. for the benefit of the Property Owner at the expense of the Participant and/or HASNOK. The HASNOK shall make every reasonable effort to recover any overpayments made as a result of fraud or program abuse by Property Owner(s).

SECTION 10

MISCELLANEOUS PROVISIONS

A. Inspections. Employees and agents of the HASNOK are entitled to enter the premises to conduct inspections, investigate compliance issues or for any other necessary and reasonable purpose related to the Program prior to completion of the work. The participant shall make the premises available for inspection by the HASNOK upon request, or be subject to termination of participation in the Program.

B. Confidentiality. Pursuant to Part 256 of 25 CFR, all information obtained by the HASNOK in order to establish suitability for Program participation shall be kept strictly confidential. Permissible disclosures of the information may

occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the Nation or its funding agencies.

C. Limitation of Liability; Indemnification. The HASNOK and/or the Nation shall not be liable to the Property Owner and/or the Participant for any damages arising from participation in or implementation of the Program. Further, the Participant(s) agree to hold the HASNOK and the Nation harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from any condition or natural feature -- known or unknown -- affecting the Dwelling Unit.

D. Disposition of Personal Property. In the event of abandonment or termination of Program participation, the HASNOK may remove and dispose of any personal property left remaining in the Program unit for a period of fifteen (15) days following the date of abandonment and/or termination.

E. Appeals. Participants may appeal a denial of service or any other qualifying decision or action relating to implementation of this Policy pursuant to the Grievance Policy and Procedure of the HASNOK.

F. Sovereign Immunity. HASNOK specifically retains its sovereign immunity and nothing contained within this policy shall be considered a waiver of HASNOK's sovereign immunity.

**APPENDIX “A”
RENTAL ASSISTANCE CONTRACT**

The Housing Authority of the Seminole Nation of Oklahoma (the “HASNOK”), a tribally-designated housing entity, receives federal housing assistance pursuant to the Native American Housing Assistance and Self-Determination Act of 1996, 25 U.S.C. 4101 et seq., to provide affordable housing within its Indian Country. The Nation has authorized the HASNOK to provide affordable housing through the Rental Assistance Program (“Program”).

The Rental Assistance Program Operating Policy and Procedure (“Policy”) and any other policy, agreement or procedure governing the Program, as adopted and amended from time to time by the Board of Commissioners of the HASNOK, are hereby incorporated by reference. Execution of this Rental Assistance Contract (“Contract”) is deemed consent to amend it to conform to any provision of NAHASDA and the HASNOK’s rules, regulations and policies.

This Contract is executed in accordance with the above-referenced substantive laws, policies, and procedures governing the Rental Assistance Program and is not a separately enforceable legal document.

The undersigned Participant(s) and Property Owner(s) hereby acknowledge that any violation of the HASNOK’s rules, regulations, or policies may constitute grounds for termination of participation in the Program.

The undersigned Participant(s) consent to the jurisdiction of the District Court of the Seminole Nation of Oklahoma or such tribal court has hereafter may be established by the Seminole Nation of Oklahoma for purposes of enforcement of the Policy and Contract.

Address of the Leased Premises: _____

HOUSING AUTHORITY OF THE
SEMINOLE NATION OF
OF OKLAHOMA

PARTICIPANT(S)

Signature of Housing Rep.

Participant Signature

Official Title

Co-Lessee’s Signature (If Applicable)

Executed this _____ day of _____.

Property Owner Consent:

The Owner of the Property listed above consents to the form and content of this Rental Assistance Contract.

Date: _____ By: _____

Co-Owner's Signature (If Applicable)