



**Title: HOME REHABILITATION PROGRAM**

Date Created: 2/22/2017
Date Approved: 2/22/2017 Resolution: 2017-04

**SECTION 1**

**GENERAL PROVISIONS**

**A. Introduction; Tribal Preference.** The Board of Commissioners (“BOC”) of the Absentee Shawnee Housing Authority (“TDHE”) hereby enacts this Home Rehabilitation Program Operating Policy and Procedure (“Policy”) in order to assist members of the Absentee Shawnee Tribe of Oklahoma (“Tribe”) and enrolled members of a federally recognized tribe with a forgivable grant of up to \$15,000 for improvements and repairs needed to restore a sub-standard home to decent, safe and sanitary condition, remove physical barriers and/or remediate safety hazards. Enrolled members of the Tribe will receive preferential consideration in the allocation of services and resources under the Home Rehabilitation Program (“Program”) in accordance with the Indian Housing Plan of the Tribe and applicable law.

**B. Purpose.** The Policy is designed to serve as:

1. A guide regarding participant eligibility and selection;
2. A document to provide consistent, equitable and uniform treatment of clients and applicants; and
3. A basis for decision-making by staff.

**C. Interpretation; Applicability.** This Policy supersedes any and all ordinances, policies, laws and/or resolutions regarding its subject matter.

**D. Compliance with Applicable Law.** This Policy shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing Assistance and Self-Determination Act of 1996 (“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 TDHE 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 TDHE specifically retains all governmental immunities associated with its sovereign status. The TDHE’s subsidiaries, employees, officers and agents



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shall share in its sovereign immunity from suit. The TDHE 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 TDHE shall post a copy of this Policy in the lobby of its headquarters.

**SECTION 2**

**CONDITIONS OF ELIGIBILITY**

**A. Participant Eligibility Criteria.** The following criteria shall govern eligibility for participation in the Program:

1. The applicant must be an enrolled member of a federally recognized tribe;
2. The applicant must be at least eighteen (18) years of age;
3. The applicant must qualify as a low-income family, whose income does not exceed eighty percent (80%) of the national median income, as established by HUD, at the time the work is undertaken. 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;
4. The applicant must own the dwelling unit proposed for repair ("Dwelling Unit") and have owned and continuously occupied such unit for a period of not less than one (1) year prior to the date of the application. The applicant must present proof of ownership of the home in the form of a warranty or quitclaim deed. Owners of restricted Indian land may participate in the Program, provided that they present proof of ownership in the form of a deed or validly-approved lease for a period of not less than 25 years;
5. The home must be substandard (as that term is defined in Title 25, Section 256 of the Code of Federal Regulations) or otherwise inadequate to meet the physical needs of a handicapped/disabled person. Inadequate plumbing, heating, roof, storm windows, storm doors, foundation and electrical wiring are factors indicative of a substandard house; in addition, the TDHE will install storm shelters or safe rooms for families to provide safety during inclement weather.



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6. The home must pass an appropriate environmental inspection, including flood plain, wetland, and historic preservation clearances. Depending upon the age of the Dwelling Unit, a lead-based paint inspection may also be required;
7. The Dwelling Unit must be the primary residence of the applicant-household and must remain the primary residence for a period of not less than the affordability period within the Useful Life Commitment Agreement following completion of the repairs;
8. The Dwelling Unit must be located within the designated housing service area for the Program as defined by the Tribe's Indian Housing Plan. The housing service area for the Program presently includes Pottawatomie County, Lincoln County, Oklahoma County and Cleveland County, Oklahoma; and
9. The applicant must publicly disclose any conflicts of interest arising from immediate family ties to any employee of the ASHA, member of the BOC and/or elected tribal official.

B. **Computation of Income.** The applicant's annual income shall be determined by estimating anticipated total income from **all** sources received by any and all household members, either in their own names or on behalf of another household member. Income attributable to any and all household member(s), excluding children under the age of eighteen (18) years, shall be included in the total household income. The following amounts may not be considered as income under this paragraph:

1. Any amounts not actually received by the family;
2. Any amounts that would be eligible for exclusion under section 1613(a)(7) of the Social Security Act; and
3. Any amounts received by any member of the family as disability compensation under chapter 11 of title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title.

C. **Ineligible Applicants; Participant Exclusion Criteria.**

1. If an applicant or household member was evicted from a rental or homeownership project of the ASHA for non-payment of rent, or if the applicant or household member owes a debt to the TDHE or Tribe for any reason, he or she shall not be eligible for participation in the



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Program until all moneys owed to the TDHE or Tribe are repaid or discharged by resolution of the BOC.

2. Parties to land contracts, contracts for deed, lease-purchase agreements, or any other form of constructive mortgage specifically are excluded from participation in the Program.
3. The TDHE, 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 previously abandoned and/or damaged a unit owned or managed by the TDHE; and/or
  - b. Have a history of conduct which indicates that the Dwelling Unit would not be properly used or maintained following completion of the repairs.
4. Applicants who have received any housing repair and/or rehabilitation assistance from the ASHA and/or the Tribe will be ineligible to participate in the Program for a period of three (3) years following the date of completion of the work. Applicants who received five hundred dollars (\$500.00) or less in program assistance are exempt from the three (3) year waiting period.
5. Applicants who have previously participated in any homeownership program administered by the TDHE (including but not limited to the Mutual Help, Lease to Own programs) will be ineligible to participate in the Program for a period of three (3) years following the date of conveyance of the unit from the ASHA to the participant. The Executive Director in his/her sole discretion may waive the requirements of this sub-section when an applicant's living environment presents an imminent health or safety risk.
6. Applicants whose dwelling unit is a modular or mobile home. Exceptions will be made for families only applying for storm shelter installation.

**D. Limitations.** The following additional limitations apply to the Program:

1. No moneys will be expended for Dwelling Units that do not pass an appropriate environmental inspection, present lead-based paint hazards or are located in areas designated as having special flood hazards under



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the Flood Disaster Protection Act of 1973 (unless suitable flood insurance is obtained at the participant's expense);

2. The Dwelling Unit cannot be owned, managed or subject to a Lease with Option to Purchase Agreement, a Mutual Help Homeownership Agreement, or any debt attributable to the ASHA or Tribe, HUD, the Bureau of Indian Affairs or any other tribe or housing authority at the time the application is submitted;
3. Each household is limited to a maximum of \$15,000 in Program assistance;
4. Although the maximum, individual grant amount under the Program is \$15,000 an eligible applicant is not automatically entitled to that amount and will not receive that amount if a smaller grant will address the needs identified by the applicant and verified by the TDHE;
5. Repairs under this Program shall be solely for the purpose of restoring a sub-standard home to decent, safe and standard condition, removing physical barriers and/or remediating safety hazards. Eligible improvements include but are not limited to: upgrading plumbing, heating and electrical systems, replacing the roof, storm windows and storm doors, storm shelter installation, repairing foundations, widening of door and entranceways, modification of bathroom facilities, installation of access ramps and remediation of safety hazards which pose a specific risk to handicapped/disabled individuals. The TDHE cannot remodel, renovate or modernize homes under this Program;
6. If an eligible applicant's substandard home cannot be restored to standard condition without exceeding the cost of replacing the home, the TDHE cannot undertake any repairs on the home and shall refer the applicant to other service programs of the TDHE, the Tribe or other agencies;
7. If the participant sells or conveys the home within the affordability period within the Useful Life and Binding Commitment Agreement following the completion of the repairs, the grant assistance must be repaid to the TDHE according to the affordability period remaining on the agreement;
8. All projects shall be subject to applicable tribal, local and State building codes and ordinances and HUD building standards;



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9. Factors such as weather, location, participant cooperation, availability of materials and site preparation may affect anticipated start and completion dates for individual projects; and
10. Project assistance will be transferred to the qualified, licensed and insured contractor who submits the bid that best satisfies the criteria outlined in the TDHE's procurement policy and request for proposals. No moneys will be granted, loaned or transferred directly to program participants.

**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 the information requested on the application form and to sign the application and all supporting documents. All information and statements made by the applicant are subject to verification. **Providing false statements renders the applicant ineligible.** Incomplete applications will not be accepted.

**B. Application Procedure.**

1. Applications are accepted by the Intake Clerk. Each application shall reflect the date and time received. Copies of the front page will be handed to the applicant as receipt of the application upon request.
2. 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 3(E), below.
3. If during the application intake and screening process it is determined that the applicant is ineligible for program participation, the applicant will





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be informed of such determination and the application classified as ineligible. In such instances, sufficient information and findings pertaining to the denial of service will be entered on the application form. A letter 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 TDHE.

4. 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.

**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 verify Indian status, identity, income and other conditions of eligibility. At a minimum, each applicant shall provide copies of:

1. The tribal membership card of the Head of Household and/or other household member(s) claiming Indian status;
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 from the applicant explaining why a tax return was not filed;
4. Copies of documents in the applicant's possession which substantiate his or her statements, or a brief summary of the pertinent contents of such documents, signed and dated by the staff member who viewed them;
5. Certified statements or summary data from books of account from self-employed persons and from persons whose earnings are irregular, such as salesmen, seasonal workers, etc., setting forth gross receipts, itemized expenses and net income;
6. 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



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7. Memoranda of verification data obtained by personal interview, telephone or other means, with source, date of review and identity of the person receiving the information clearly indicated.
8. Proof of ownership of the home in the form of a warranty or quitclaim deed. Owners of restricted Indian land may participate in the Program, provided that they present proof of ownership in the form of a deed or validly-approved lease for a period of not less than 25 years;
9. Current copy of homeowner's insurance must be provided.

**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. 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 on an annual basis. This is the responsibility of the applicant and not the TDHE. Applicants who have not updated their applications within thirty (30) days of notification 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.

**SECTION 4**

**SELECTION OF PARTICIPANTS**

**A. Preference Categories and Point System.** The TDHE 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 TDHE shall allocate program assistance to the qualifying applicant(s) receiving the highest number of points as outlined below.





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1. **Indian Preference.** The TDHE shall extend preference as follows, provided that an applicant-household may not receive priority consideration under more than one category of tribal preference:

- a. First preference shall be given where the applicant(s) is an enrolled member of the Absentee Shawnee Tribe (qualified applicant-households shall receive a total of 50 points priority consideration); and
- b. Second preference shall be given where the applicant(s) is a member of another federally-recognized Tribe and is a descendant by blood of the Absentee Shawnee Tribe (qualified applicant-households shall receive a total of 25 points priority consideration).
- c. Third preference shall be given to all other tribes (OT) with no descendant by blood of the Absentee Shawnee Tribe (qualified applicant-households shall receive a total of 20 points priority consideration).

2. **Other Preferences within Preference Groups.** Other preferences include, but shall not be limited to:

- a. 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 twenty (20) 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;
- b. Near elderly. If there is at least one near-elderly member of the household, the household shall receive a total of ten (10) 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;



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- c. Veteran. If at least one veteran lives in the household on a permanent basis, the household shall receive a maximum of five (5) points priority consideration; and

**3. 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 TDHE shall determine which applicant-household is selected.

**4. Informing Applicants about Preferences.** The TDHE 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.

**5. Notice and Opportunity for a Meeting if Preferences are Denied.** If an applicant does not qualify for a claimed preference, the TDHE 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 file a grievance to review the determination.

**B. Selection of Participants; Closure of the Waiting List.** The TDHE will proceed to distribute program resources in rank order until moneys reserved for the particular cycle are exhausted. The BOC reserves the right to reconfigure the rank order when an applicant's living environment presents an imminent health or safety risk. The TDHE may initiate a new program cycle as determined by the BOC, depending upon the activities set forth in the Tribe's approved Indian Housing Plan and other budgetary limitations

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**C. Notification of Selected Applicants.** The TDHE 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 family has been documented as eligible for participation in the program;
2. The anticipated timeframe for the project and the scope of the work to be performed; and
3. A statement that the family has thirty (30) days in which to respond to the notice, either by accepting or rejecting the assistance offered. Failure to respond shall be considered a rejection of the offer.



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**SECTION 5**

**IMPLEMENTATION**

**A. Development of Scope of Work.** A representative of the TDHE will inspect the Dwelling Unit prior to commencement of the work and will develop a scope of work. The scope of work shall be limited to: (i) removing physical barriers, (ii) remediating safety hazards and/or (iii) addressing those items that are indicative of a substandard house under Title 25, Section 256 of the Code of Federal Regulations. The ASHA shall determine the priority of the substandard features to be repaired through the Program in its sole discretion. The scope of work developed by the TDHE shall be final.

**B. Principal Residency/Useful Life Restriction.** The Participant shall occupy the Dwelling Unit as his/her principal residence at the time the assistance is rendered and for at least five (5) years following the date of completion of the work. The Useful Life and Binding Commitment Policy of the TDHE hereby is adopted and incorporated by reference.

**Section 6**

**ENFORCEMENT**

**A. Termination of Participation; Court Action.** In the event of non-compliance with any of the provisions set forth in this Policy or in the event it is discovered that the Participant misrepresented any information upon which the TDHE relied to establish Program eligibility, the TDHE may terminate the Participant's participation in the Program regardless of whether the work is completed at the time of termination. In addition, the TDHE may seek to recover any and all amounts paid on behalf of the Participant by filing a civil action in a court of competent jurisdiction. The District Court of the County where the Dwelling Unit is located, the District Court of the Absentee Shawnee of Oklahoma and such other court as the Tribe may hereinafter establish shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy. The Participant consents to the jurisdiction of the courts of the Absentee Shawnee Tribe of Oklahoma as a condition of participation in the Program.

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

1. Repayment of delinquent amounts subsequent to a court order shall be in full.



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2. The TDHE 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 TDHE.

**C. Additional Payments Due to the Program.** Additional charges that may be assessed to the participant 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.

**Section 7**

**MISCELLANEOUS PROVISIONS**

A. Inspections. Employees and agents of the TDHE 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 TDHE 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 ASHA in order to establish suitability for Program participation shall be kept strictly confidential. Additional 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 HUD and/or the Absentee Shawnee Tribe of Oklahoma.

C. Limitation of Liability; Indemnification. The TDHE shall not be liable to the participant or any of the participant's household members, visitors or patrons for any damage to person or property caused by any action, omission or negligence of the TDHE or any of its employees or agents. Further, the participant(s) agree to hold the TDHE harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from implementation of the Program.

D. Grievances. An applicant/participant may appeal a denial of service, an unsatisfactory amount of grant assistance or other aspect of participation in the Program



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pursuant to the Grievance Policy and Procedure governing all programs administered by the TDHE.



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**HOME REHABILITATION PROGRAM APPLICATION**

Head of Household: \_\_\_\_\_ Tribal Affiliation: \_\_\_\_\_

Elderly/Handicapped?:  Yes  No      Near-Elderly:  Yes  No (Age 55 to 62)

Street Address or P.O. Box #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number Home: \_\_\_\_\_ Work: \_\_\_\_\_ Message: \_\_\_\_\_

Are you residing in a mobile home\*?:  Yes  No      **If you answer yes:** do you own the land where it is placed?  Yes  No

\*You can only apply for storm shelter installation if you reside in a mobile home.

Have you ever participated in a Tribal housing program?       Yes  No

If yes, please explain: \_\_\_\_\_

Are you an enrolled member of the Absentee Shawnee Tribe of Oklahoma?  Yes       No

**Part A. Family Composition**

List all person(s) living in the household on a permanent basis.

Name:	Relation:	American Indian	Tribe	SSN:
1.	Head of Household	<input type="checkbox"/> Yes <input type="checkbox"/> No		
2.		<input type="checkbox"/> Yes <input type="checkbox"/> No		
3.		<input type="checkbox"/> Yes <input type="checkbox"/> No		
4.		<input type="checkbox"/> Yes <input type="checkbox"/> No		
5.		<input type="checkbox"/> Yes <input type="checkbox"/> No		
6.		<input type="checkbox"/> Yes <input type="checkbox"/> No		

\*Social Security number is required for all family members who are 6 years of age or older





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**OPTIONAL INFORMATION:**

Does anyone in the household, who is a permanent resident listed on this application, have a severe health problem, handicap or permanent disability?  Yes  No if yes, provide name of person(s) \_\_\_\_\_ and attach doctor's statement.

Is anyone in your household, who is a permanent resident listed under Part A of this application, a veteran?

Yes  No

**Part B. Family Income**

**1. Income**

	<b>Complete Employer Name(s) &amp; Address</b>	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Year</b>
1.		\$	\$	\$
2.		\$	\$	\$
3.		\$	\$	\$
4.		\$	\$	\$

**2. Other income**

<b>Source</b>	<b>Per Month</b>	<b>Per Year</b>
TANF	\$	
Social Security	\$	
S.S.I.	\$	
Unemployment	\$	
Pensions	\$	
Leases	\$	
Own Business	\$	
Other*	\$	



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\*Other sources of income include alimony, relief, service allotments, assistance from relatives, payments for foster children, and any other regular source of income. Please do not list income that cannot be anticipated with certainty.

Total family income for next 12 months: \$ \_\_\_\_\_

Please attach copies of the most recent IRS 1040 forms that were filed for the prior year and most recent pay stubs for all applicable members of the family.

**Part C. Type of Housing Rehabilitation Needs**

**(Please check all that apply to your need)**

- Emergency:** Emergency home rehab is intended to protect, repair, or restore components of the home when there is apparent threat to life, health or safety of the occupant. An application interview **MUST** be conducted with an ASHA employee in these cases.
- Accessibility:** Provides accessibility, ramps, exterior access improvements to driveway or sidewalks for medical reason, structural modifications, structural assistive devices, roof & electrical repair or other items needed to allow individuals better mobility and use of their home. accessibility ramps, driveway, and sidewalks for medical purposes, structural modifications, structural assistive devices, roof & electrical repairs to allow individuals better mobility and use of their home.
- Housing Rehab:** Major repairs that include health and safety items, such as: water, septic/sewer, electrical, plumbing, roof, heat & air, energy conservation, termite treatment, and/or flooring for tripping safety hazard reasons. Major repairs that include health and safety items, such as: water, sewer/septic, electrical, plumbing , roof, heat & air, energy conservation, termite treatment
- Weatherization:** Assistance to repair, restore or winterize a property in order to alleviate weather concerns. : Assistance to repair, restore or winterize a property in order to alleviate weather concerns.
- Storm Shelter:** Provides storm shelter installation to qualified families. Provides storm shelters for qualified families.

Have you ever received assistance through the BIA Home Improvement Program?

Yes  No  If yes, when? \_\_\_\_\_

Have you ever received assistance from the HUD Home Program? Yes  No

Is there an existing mortgage on your home? Yes  No

Can you furnish a copy of the warranty deed in your name? Yes  No

Is the land restricted or trust land? Yes  No

Is this a Mutual Help Home? Yes  No



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If yes, when was it constructed \_\_\_\_\_

How long have you lived in the home: \_\_\_\_\_

In what year was the house constructed (estimate the date, if unknown): \_\_\_\_\_

Detailed directions: \_\_\_\_\_

\_\_\_\_\_

An initial inspection will be conducted by the Field Service Office to determine the needs of rehabilitation. **NOTE: This does not mean that your application has been approved.**



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**Part D. Release of Information, Public Disclosure and Signature**

I understand that this application is not a contract and is not binding in any manner. I hereby authorize the TDHE to obtain any and all information necessary for the purpose of verifying the statements made above. I also understand that it is my responsibility to inform the TDHE if there is any change in my family status along with reporting any changes in income, living conditions and change of address.

**PUBLIC DISCLOSURE STATEMENT**

Section 1000.30 and 1000.32 of the Native American Housing Assistance and Self-Determination Act (NAHASDA) of 1996, mandates that a public disclosure regarding conflicts of interest must be made for selected applicants who have immediate family ties (mother, father, husband, wife, daughter, son, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law) to any employee of the TDHE, BOC member or elected Tribal Official.

To ensure that all applicants are treated fairly, a public disclosure will be done before you are permitted to participate in the program.

Do you have an immediate family tie to any of the above-mentioned individuals?

Yes  No

If, yes please list their names and their relationship to you.

\_\_\_\_\_  
\_\_\_\_\_

I/We certify that the information given is true and correct to the best of my knowledge. I/We understand that making any false statements is punishable under federal law. I/We understand that furnishing false statements or information is grounds for denial or termination of HomeHomeRehabilitation Assistance.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**ABSENTEE SHAWNEE HOUSING AUTHORITY OFFICIAL CERTIFICATION**

\_\_\_\_\_  
**ASHA Representative**

\_\_\_\_\_  
**Date**



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**WAIVER  
LEAD BASE PAINT**

The Absentee Shawnee Housing Authority will visually inspect privately owned homes constructed prior to January 1, 1978, to determine if Lead-Based Paint is present.

If a Lead-Based Paint test is required and the finding is positive, the TDHE is not obligated to eliminate the lead-based paint or provide rehabilitation services.

I acknowledge having read, understood and agreed to the above waiver.

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Applicant (Print Name)	Signature	Date
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Applicant (Print Name)	Signature	Date
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**ADDITIONAL ACKNOWLEDGEMENTS**

**Read these certifications carefully before you sign and date your application. Sign in ink.**

I/We certify that all of the answers given are true, complete and correct to the best of my/our knowledge and belief, and that they are made in good faith. This certification is made with the knowledge that the information will be used to determine eligibility to receive financial assistance, and that false or misleading statements may constitute a violation of tribal and federal law.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

I/We fully understand that submission of an application does not guarantee receipt of assistance, and that resources will be allocated or withheld according to availability of funds, the characteristics and living environments of other applicants and other valid considerations. I/We understand the right to appeal any adverse decision regarding this request for assistance to the Board of Commissioners through the grievance policy and procedure governing housing programs. I/We have read and fully understand the policy and guidelines provided with this application.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

I/We fully understand that, although the maximum, individual grant amount under this Program is \$15,000.00, I/We are not automatically entitled to receive that amount and will not receive that amount if a smaller grant will address the needs identified in this application and verified upon inspection by the Absentee Shawnee Housing Authority.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

I/We understand that execution of this Agreement is deemed consent to amend it to conform to any provision of NAHASDA and the rules, regulations and policies of the ASHA and/or Tribe. I/We consent to the civil jurisdiction of the District Court of the Absentee Shawnee Tribe of Oklahoma and/or to such jurisdictional court as the TDHE may recognize for purposes of enforcing this Policy.





**Title: HOME REHABILITATION PROGRAM**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

I/We understand that the Absentee Shawnee Housing Authority shall not be liable for any damage to person or property caused by any action, omission or negligence of the TDHE or any of its employees or agents. Further, I/We agree to hold the TDHE harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from implementation of the Program.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

**Privacy Act Statement**

Part 256 of 25 CFR, established under the mechanism of the Snyder Act, 25 USC 13, provides for the collection of this information. The primary use of this information is by an officer or employee of the Federal or Tribal housing office to determine eligibility for a grant for services provided under HUD and BIA-assisted programs. Additional disclosures of the information may be to a HUD or BIA employee in the conduct of a program review or audit, or to a federal law enforcement agency when the agency becomes aware of a violation or possible violation of civil or criminal law. Furnishing the information on this form is required to establish eligibility for your participation in the program.