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**Policy: Safe Shelter Housing Program**

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## **SECTION 1**

### **GENERAL REQUIREMENTS**

- A. **Purpose; Tribal Preference.** The Board of Commissioners (“Board”) of the Absentee Shawnee Housing Authority (“TDHE”) hereby enacts this Safe Shelter Housing Program Policy (“Policy”) in order to offer temporary housing and support services to: (i) domestic violence survivors, (ii) persons who are homeless or precariously housed, (iii) displaced persons as defined below, (iv) persons who are subject to safety or reunification plans through a child welfare program and (v) other income-eligible Native Americans living within its housing service area for a period not to exceed six (6) months with a focus on safety and permanency planning. In addition, during such time as the Absentee Shawnee Tribe of Oklahoma (“Tribe”) is actively responding to COVID-19 or other pandemic event, certain dwelling units may be designated as quarantine housing to provide an enhanced level of medical monitoring and to protect tribal elders from community spread of infectious diseases. Enrolled members of the Tribe will receive preferential consideration in the allocation of housing services and other resources under the Safe Shelter Housing Program (“Program”) in compliance with the Tribe’s approved Indian Housing Plan and this Policy.
- B. **Compliance with Applicable Law.** This Safe Shelter Housing 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, 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 Absentee Shawnee Housing Authority (“TDHE”) from complying with the terms and conditions of any federal grant or contract, including any rules or regulations applicable to HUD-assisted programs
- C. **Sovereign Immunity.** The TDHE specifically retains all governmental immunities associated with its sovereign status. The TDHE subsidiaries, employees, officers, and agents 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.
- D. **Notice.** All continuing and incoming program participants shall receive a copy of this Policy, and shall acknowledge receipt in writing. The TDHE shall keep a copy of this Policy at the lobby front desk of its headquarters and on its operating website.

## **SECTION 2**

### **ELIGIBILITY REQUIREMENTS**

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



1. The Applicant must be a member of a federally-recognized Tribe, with first preference extended to members of the Absentee Shawnee Tribe and second preference extended to members of other federally-recognized Tribes who are descendants by blood of the Absentee Shawnee Tribe;
  2. The Applicant must be at least eighteen (18) years of age;
  3. Subject to Section 3(B) of this Policy, the Applicant must qualify as a low-income family, whose income does not exceed eighty percent (80%) of median income limits of the area, as set by HUD, at the time of move-in. 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 meet the income limits at the time of move-in (income guidelines are attached as Appendix "C" to this Policy and are incorporated herein by reference);
  5. The applicant and/or spouse of the applicant must have income sufficient to meet the financial obligations of Program participation at the time of move-in.
  6. The applicant must have no other means of safe housing.
  7. Participants will be screened at intake to determine whether the Participants' particular challenges are within the Program's capacity to support. Participants may be denied admission to the Program if it is determined during the intake process that the Participant would not benefit from or cannot comply with the housing and supportive services offered under this Program.
  8. The Applicant must be ready, willing, and able to meet all obligations of participation in the Program, including but not limited to financial and maintenance obligations; and
  9. The Applicant must intend to use the program unit as his/her principal residence throughout the term of the lease.
- 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, provided that 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. Ownership or acquisition of an additional residence that is decent, safe, and sanitary before or during occupancy of a program unit shall disqualify an Applicant or Participant from the Program.
2. Previous Participants who owe a debt to the TDHE, Tribe or to any public or Indian Housing Authority within ten (10) years will not be eligible for Program participation until the owed monies are paid in full as evidenced by appropriate documentation.
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 been evicted from any public or Indian Housing Authority or private rental property;
  - b.) Have previously abandoned, relinquished and/or damaged a unit owned by this or another tribal housing program;
  - c.) Have a history of conduct which would be detrimental to the Program or other residents;
  - d.) Have been convicted of a drug or alcohol related felony within the last three (3) years.
  - e.) Have been convicted of a violent crime related felony or child abuse within the last ten (10) years; and/or
  - f.) Is a sex offender.
4. All Applicants will be subjected to a criminal background check to be performed by the Oklahoma State Bureau of Investigation (“OSBI”) or other equivalent suitability check. Applicants are responsible for signing any authorization form and paying any fee that may be required to process said background check.
5. In the event that adverse background information is discovered during the verification process, the Board, in its sole discretion, shall determine whether the Applicant(s) is suitable for Program participation, provided that at no time will any exception be made for a registered sex offender. The Board may consider factors which indicate a probability of favorable future conduct or financial prospects, such



as: evidence of rehabilitation, evidence of willingness to participate in appropriate counseling service programs, and availability thereof, evidence of willingness to attempt to increase income and availability of training or employment programs in the locality.

### **SECTION 3**

### **APPLICATION PROCEDURES**

A. **Application Requirements.** 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. Incomplete applications will not be accepted.**

B. **Application Procedure**

1. Applications must be completed at the TDHE main office located at 107 N. Kimberly in Shawnee, OK. An interview must be conducted by TDHE staff before any application is accepted and logged in.
2. All adult household members 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 TDHE employee, Board member or elected tribal official, the TDHE 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.
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 first attempt will be



made to verbally notify the family of ineligibility and be properly documented in the file. If a verbal notification cannot be made, the TDHE will mail a written notice of ineligibility as soon as practical.

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.

**C. Verification and Documentation of Application Information.** Verification and documentation of Application is submitted by each Applicant and 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 tribal membership, identity, income, and other conditions of eligibility within thirty (30) days of the application intake, provided that the TDHE may permit Applicants to provide alternative sources of proof or to self-certify income or other conditions of eligibility during such time as the Tribe actively is combating the COVID-19 crisis. Supporting documents include:

- (1) The Absentee Shawnee or other tribal membership card and certificate of degree of Indian blood of the Applicant (if enrolled in another federally-recognized tribe and claiming Absentee Shawnee descendency) for all household members who possess such identification;
- (2) Social Security numbers and dates of birth for all household members.
- (3) Proof of income in the form of payroll stubs, W-2 forms and/or other documentation as applicable;
- (4) 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
- (5) Certified statements from self-employed persons or persons whose earnings are irregular, setting forth gross receipts, itemized expenses, and net income.

D. It is the Applicant's responsibility to remain in contact with the TDHE regarding application updates and unit availability. The TDHE reserves the right to close the waiting list and to suspend the intake of new applications when the need of selected participants exceeds available resources under the Program.

## **SECTION 4**

### **SELECTION OF PARTICIPANTS**

A. The TDHE reserves the right to reconfigure the rank order when: (i) an Applicant's living environment presents an imminent health or safety risk, especially in relation to COVID-19 or other contagious disease, (ii) the Applicant is fleeing domestic abuse or



sexual assault, (iii) the Applicant is subject to a child welfare safety or reunification plan and/or (iv) the Applicant is displaced or homeless. In all other cases, the TDHE shall assign Dwelling Units according to the preference categories outlined below. For purposes of this Policy, “displaced” means and refers only those households displaced by governmental action, or whose dwelling has been extensively damaged or destroyed by extreme weather, fire or another involuntary act. Persons displaced by reasons of misconduct or failure to meet financial obligations are specifically excluded from priority consideration under this Section.

1. **Preference.** First preference shall be given to applicants who are enrolled members of the Absentee Shawnee Tribe. Second preference shall be given to applicants who are enrolled members of a federally recognized tribe who are descendants of the Absentee Shawnee Tribe.
  2. **Priority.** Subject to the foregoing, priority will be given on first come, first serve basis.
- B. **Notification of Selection to Applicant.** The TDHE shall notify applicants who are selected for Program participation in writing or by phone and be documented in the applicants file. The notification shall include, at a minimum, the following information:
1. A statement that the family has been determined eligible for participation in the Transitional Housing Program.
  2. If applicable, the time and place for training activities and execution of the Lease Agreement.
  3. The address of the unit; and
  4. If the TDHE has offered a unit to the applicant the applicant must accept or decline the offer in writing before the family can be scheduled to move-in. Failure to respond shall be regarded as a rejection of the offer.
- C. **Rejection of Offer.** The TDHE offers units based on first come first serve basis. The Applicant may reject the offer of the TDHE, but the Applicant will be placed at the bottom of the Safe Shelter Housing Program waiting list. Preference rank will still be exercised.

## **SECTION 5**

### **OCCUPANCY; LEASE AGREEMENT**

- A. Participants are permitted to occupy the Dwelling Unit for a period not to exceed six (6) months. A Participant’s length of stay depends on his or her Independence Plan, which is reviewed monthly, as further outlined below.



- B. Through the Program, it is hoped that Participants will set and achieve life goals that will enable them to secure more long-term housing options in the future. The TDHE will offer budget, credit, home maintenance and related counseling to Participants and cooperation with the counselor is a condition of continued participation in the Program. Continued participation in any other housing program of the TDHE is not guaranteed. Participation in employment, mental health, substance abuse, parenting, educational, domestic violence, child welfare and other programs of the Tribe or other agencies is encouraged. If a service or safety plan is required by a Court, the Tribe or other agency, then the Participant must continue to participate in such plan or program as a condition of continued occupancy of the Dwelling Unit.
- C. The TDHE will conduct a monthly assessment every thirty (30) days of occupancy. This will assess the participant's ability to remain in the Program. The assessment will consist of a review of:
  - D. The participants monthly payment history
  - E. The participants' Independence Plan as to how they will achieve self-sufficiency
  - F. The Independence Plan will include:
    - i. A monthly financial management plan to assist the family's developed skills to pay bills, including utilities, and save money;
    - ii. Goals for achieving independence with specific benchmarks and time frames;
    - iii. A strategy and time frame for obtaining needed services which may include job training, transportation, counseling, legal services, and benefit assistance programs; and
    - iv. The respective responsibilities of the participant's accomplishment of the plan.
- G. The premises occupied are for the exclusive use and occupancy of the Participant and his/her household consisting of only the individuals whose names appear on the agreement. NO boarders are allowed.
- H. All Dwelling Units are subject to unit size qualifications to avoid overcrowding and/or waste of resources. Larger Dwelling Units are intended for occupancy by larger families. The TDHE may require a Participant to transfer to another unit in order to allow for substantial rehabilitation of the unit being vacated or to correct overcrowded, unsafe or unsanitary living conditions for the Participant or other family. The Participant, as a condition of participation in the Program, consents to any such involuntary transfer.
- I. Visitors are permitted with advance, written permission from the Executive Director. The maximum stay for an overnight visitor is two nights.
- J. Participants are responsible for all housekeeping. Participants are to keep the premises and such other areas as may be assigned to him/her for his/her exclusive use in a clean and safe condition, including the yard and driveway.





- K. To refrain from, and to cause his/her household guests to refrain from destroying, defacing, damaging, or removing any parts of the premises or development; this requirement also applies to unsupervised children.
- L. **NO PETS** of any kind will be allowed in home or on the premises. (Service and support animals are the only exception as provided in the Reasonable Accommodations Policy of the TDHE).
- M. Participant families will be held to a high standard of cleanliness and will be subject to frequent inspection at the discretion of the Housing Authority.
- N. Any type of criminal activity including drug activity on or off of the premises will result in immediate termination of the agreement.
- O. Because of the brief amount of time that participants are allowed to stay in a transitional home, personal mail must be directed to a P.O. Box or other address of their choice. The participant is encouraged not to utilize the physical address of the assigned home as a mailing address.
- P. No permanent cable, internet or phone installation and connection will be allowed during occupancy.
- Q. Participants must ensure that their minor children attend school and receive all necessary supervision, medical treatment and immunizations.
- R. If a Participant is fleeing domestic violence or sexual assault, the alleged perpetrator of the violence shall not be permitted on the premises. Participants must provide the TDHE with current and accurate identifying information for the alleged abuser. Participants shall call the TDHE or the Absentee Tribal Police Department immediately if an abuser is suspected to be on or near the premises. Participants in the Program shall not disclose the whereabouts or any other information concerning other Participants. Violation of this provision constitutes grounds for immediate termination of Program Participation.
- S. Smoking is strictly prohibited within the Dwelling Unit.
- T. All Safe Shelter Housing units are drug-free and alcohol-free environments.

## **SECTION 6**

### **COMPUTATION AND COLLECTION OF PAYMENTS**

- A. **Occupancy of Safe Shelter Housing Unit.** Prior to occupancy of the unit, the Participant must pay the first rent payment due. Upon completion of the execution of the dwelling lease, and completion of the move-in inspection, the Participant will be provided with keys and access to the unit
- B. **Base Rent.** Participant rent shall be a maximum payment of \$160.00 per month. Daily and weekly rent shall be pro-rated by the maximum rent payment set. Rental rates may not exceed



30% of the monthly adjusted income, according to NAHASDA Regulations. Allowances for adjustments are defined in the Definitions Section of this policy.

- C. Payment of Rent.** All monthly payments are due on or before the first day of the month. All weekly or overnight stays shall be due upon the signing of the lease. The monthly payment is delinquent if not received at the TDHE office by close of business on the fifth working day of the month. Late charges in the amount of \$15.00 will be added beginning the 6<sup>th</sup> working day of the month. "Insufficient Funds" will not be resubmitted for payment. A \$25.00 fee will be imposed for a returned check after one (1) occurrence, further, the TDHE will not accept any personal checks from the participant. Mailed payments must be received prior to close of business on the fifth working day regardless of envelope being post marked on the fifth business day. Required monthly payments will be accepted between the hours of 8:00 am and 4:30 pm (including the noon hour), Monday through Friday.

Payments will be accepted at the TDHE office located at:

Absentee Shawnee Housing Authority  
107 North Kimberly  
Shawnee, Oklahoma 74801

Payments are to be in the form of check, automatic draft, Visa, MasterCard, Discover, cashier's check, or money order when made in person at the office.

The Housing Authority has a drop box to accept payments after hours located south of the office building. Payments left in the drop box are to be in the form of check, cashier's check, or money order.

**D. Acceptable Payment Arrangements Prior to Delinquency.**

1. **Delayed Payment.** The Executive Director, in his or her sole discretion, may approve an arrangement for delayed payment prior to delinquency under circumstances including, but not limited to:
  - a. Unusual and unexpected family expenses, such as a death in the family or extraordinary medical expenses not covered by insurance. **This does not include changes in normal living expenses, such as grocery bills, utility bills, store bills, etc.;**
  - b. Extraordinary expenses incurred as a consequence of natural disaster or otherwise uncontrollable circumstances; and/or
2. **Self-Help Opportunity.** A Participant experiencing difficulty making rental payments as scheduled may request to attend budget counseling with the TDHE's Resident Education Specialist.

- E. Payment Arrangements Subsequent to Delinquency.** Payback Agreements following delinquency are discouraged and shall be submitted in writing to the TDHE. The TDHE may, but is not required to, authorize a Payback Agreement upon a showing of one or more of the



circumstances set forth in Section D(1), above. Participants owing balances incurred prior to the effective date of this Policy (for which no Payback Agreement exists) may be given the opportunity to make arrangements for a Payback Agreement with the TDHE within a thirty (30) day period, beginning the first (1st) day of the month following the effective date of this Policy. Participant(s) who fail to execute a written agreement within the allotted time period or to petition the TDHE for relief as set forth above shall be sent a Final Notice for the amount of any unpaid back rent. **Installment payments on Pay-back Agreements are subject to the collection procedures set forth in Section 6(C), above, and the Termination Procedures set forth in Section 8(D), below.**

## **SECTION 7** **RULES AND CONDITIONS OF CONTINUED OCCUPANCY**

A. **Participant Code of Conduct.** All Participants, household members and guests must comply with a code of conduct by abiding by all rules and regulations affecting the use or occupancy of the premises and all policies of the TDHE and laws of the Tribe, including but not limited to:

1. **Principal Residency Requirement.** Program participants are required to use the program 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 in breach of the lease agreement. The premises occupied are for the exclusive use and occupancy of the Participant and his/her household consisting of only the individuals whose names appear on the agreement. NO borders are allowed.
2. **Monthly Assessments.** The TDHE will conduct a monthly assessment every thirty (30) days of occupancy. This will assess the participant's ability to remain in the program. The assessment will consist of a review of:
  - i). The participant's monthly payment history
  - ii). The participants Independence Plan as to how they will achieve self-sufficiency.

The Independence Plan will include:

- a.) A monthly financial management plan to assist the family's developed skills to pay bills, including utilities and save money;
- b.) Goals for achieving independence with specific benchmarks and time frames;
- c.) A strategy and time frame for obtaining needed services which may include job training, transportation, counseling, legal services, and benefit assistance programs; and
- d.) The respective responsibilities of the participant's goals of the plan.



3. Maintenance/Repairs. The TDHE shall provide all maintenance and basic upkeep of the program unit, keeping it in an acceptable condition at all times. Participants are responsible for the cost and completion of any repairs caused by the Participants or their guest(s). Participants shall report any maintenance needs and/or problems with items that may be covered under manufacturer's warranties (including but not limited to appliances, roofs and HVAC systems) to the TDHE, so that arrangements for repair or replacement of these items may be arranged. Participants who fail to report such problems to the TDHE within the warranty period or who undertake repairs of covered items may void the manufacturer's warranty and shall be responsible for repairing or replacing such items at their own expense.
4. Utilities. The TDHE will provide utilities to the Safe Shelter Housing unit; utilities include water, sewer and electric. Participants should not excessively use gas or electricity and should stay within energy use limits. Each Dwelling Unit has a pre-determined normal usage range. Participants may be held responsible when the normal usage range is exceeded.
5. Zero Income. Participants must have income sufficient to meet any and all financial obligations of the Program at all times and cannot lose income for a period of more than thirty (30) consecutive days. If income loss is reported by a participant this constitutes grounds for termination of participation in the Program.

**B. Conduct Prohibited.** All Participant(s), household members and guests shall **not**:

1. Disturb the peace of the community or disturb or harass another Program Participant(s).
2. Engage in domestic violence.
3. Appear drunk or intoxicated in public or common areas within the community.
4. Possess, consume or distribute illegal drugs, drug paraphernalia or any other controlled substances.
5. Improper or illegal use of firearms, pellet or BB guns, or other dangerous or deadly instruments.
6. Destroy, deface, disturb or interfere with the use of any structure, unit, building, or other property (real or personal) of the TDHE, the Tribe or other Program Participant.

**C. Use Restrictions.** All Participants, household members and guests must abide by the following restrictions on property use.



1. Public Nuisances. Participants shall keep the premises in a clean and sanitary condition and shall not create or permit any unsightly conditions or offensive activity. Unlicensed, inoperable (this includes a flat tire) and/or wrecked vehicles or household appliances on the premises or common areas are specifically prohibited. The TDHE may monitor the condition of the unit through periodic inspections and drive-bys. A car must have a valid license plate, or it will be considered a junk car and the Participant will be required to remove it from the property. The TDHE and/or the Tribe, in its sole discretion, may define and summarily abate any condition constituting a nuisance at the Participant's expense.
2. Temporary Structures. No structure of a temporary character (including but not limited to trailers, tents, shacks, garages, or barns) may be used at any time as a residence, either temporarily or permanently. Additionally, no portable or prefabricated building or dog pen shall be located upon any lot without the prior, written permission of the TDHE.
3. Animals. **PETS ARE NOT PERMITTED** in the Safe Shelter Housing Program. NO PETS of any kind will be allowed in home or on the premises. Service dogs are allowed with prior approval by the TDHE.
4. Garbage. No Participant may burn or permit the burning of garbage or other refuse, nor accumulate or permit the unsightly accumulation outdoors of such refuse or garbage.
5. Yard Maintenance; Improvements. No fence, wall, garden, pond or other modification may be erected without the prior, written permission of the TDHE. Participant(s) must maintain any enhancements or modifications approved pursuant to this section at their own expense.
6. Common Areas; Roads. Participant(s), household members and/or guests shall not evade speed bumps, drive through or park vehicles in yards or otherwise operate their motor vehicles in an unsafe manner. All-terrain vehicles and "four-wheelers" may not be operated on yards, roads or common areas. Tampering with manhole covers, street lamps and/or security cameras/lights is specifically prohibited.
7. Visitors. A participant is permitted to have guests and visitors. If a visitor or guest is to stay overnight for a longer period of two nights; the participant is required to receive approval by the TDHE.

**D. Inspections.** The TDHE shall conduct a complete interior and exterior examination of each unit/home and premises for the following situations:

1. Initial Move-in Inspection. At the time of initial occupancy, a move-in inspection shall be conducted by a TDHE Representative and the Participant. The Participant may have a representative of his/her choice present at the initial



inspection. At the conclusion of the initial inspection, the Participant shall sign an inspection report detailing any deficiencies in the unit.

2. Monthly Inspections. The TDHE shall conduct an assessment and home inspection each month of the unit and premises to determine the Participants ability to remain in the program.
3. Opportunity to Cure Deficiencies. If the inspection reveals any deficiencies in the condition of the unit, the Participant shall be notified of what deficiencies need to be corrected and given a minimum of thirty (30) days, but may not exceed ninety (90) days to cure the deficiency; with that a follow-up inspection shall be scheduled.
4. Follow-up Inspection. The TDHE shall conduct a follow-up inspection to determine if the deficiencies identified in a previous inspection have been corrected. The Participant shall be notified, by regular mail, and given the opportunity to be present at the inspection. If the Participant has not corrected the deficiencies, the lease agreement may be terminated in accordance with this Policy, or the TDHE may perform the necessary work and charge the Participant for the repair of any damages caused by the Participants or his/her guest(s).
5. Move-out Inspections. Upon termination of participation in the program, a move-out inspection will be conducted. The Participant may have a representative of his/her choice present at the move-out inspection. At the conclusion of the inspection, the Participant shall sign an inspection report detailing any deficiencies in the unit. Participants who fail to attend the move-out inspection (either in person or through a representative) waive their right to object to any deficiencies noted in the report and/or any charges assessed by the TDHE.
6. Other Inspections; Emergencies. The TDHE may inspect the unit at any other time for any reasonable purpose. The TDHE shall provide the Participant(s) 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). The TDHE may enter the unit at any time without notice to the Participant in the event of an emergency, including but not limited to participant health or safety concerns, or imminent damage or destruction of the unit. The TDHE shall notify the Participants as soon as possible subsequent to the conduct of such emergency inspection.

E. Counseling/Continuing Education. In the Safe Shelter Housing Program Participants are required to participate in ongoing educational programs and assessments regarding maintenance obligations, financial responsibility and other aspects of Program participation. Attendance is mandatory for all counseling sessions scheduled by the TDHE and participation in such programs is a condition of continued occupancy.

F. Insurance. The TDHE shall provide required insurance on the unit structure, including fire and extended coverage. The Participant shall report all damages to



the unit in a timely manner for claims processing. The TDHE's insurance coverage does not include damages to the Participant's personal property and/or the contents of the unit. The Participant may obtain insurance for personal property/contents at his or her own expense.

## **SECTION 8** **TERMINATION OF OCCUPANCY**

- A. Termination by the Participant.** The Participant may terminate the Agreement, provided that thirty (30) days written notice is given in writing to the TDHE. The TDHE does not waive any claim to additional payments due for accrued rent and/or damages to the unit by accepting such notice.
- B. Procedures Upon Termination of Occupancy.** Participant(s) shall provide the TDHE at least thirty (30) days written notice prior to moving out of their assigned unit, unless such notice requirement is waived in writing by the TDHE. A move-out inspection shall be conducted upon termination of occupancy. Participant(s) who move out of their assigned unit without conveying proper notice to the TDHE will be considered to have abandoned the premises and may be responsible for damages sustained by the unit while vacant and/or any legal fees or costs incurred by the TDHE to regain possession of the unit.
- C. Grounds.** Participant(s) may be subject to termination of occupancy and Program participation for reasons including, but not limited to, the following:
1. Non-payment of rent or installment payments pursuant to a Pay-back Agreement.
  2. The acquisition or occupancy of another home or failure to continue to use the program unit as the family's principal residence.
  2. Failure to comply with scheduled monthly assessment requirements.
  3. Failure to participate in any service plan, safety plan or treatment program ordered by a Court or required by the Tribe or any other agency.
  5. 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; and/or
  6. Other material violation of any term or provision of this Policy or other tribal, state, or federal law or regulation.
- D. Termination for non-payment.** Program Participants who fail to pay their monthly payment, to pay any installment payment due pursuant to an approved Pay-back Agreement, or to enter



acceptable alternative arrangements shall be subject to termination of participation in the Program, as follows:

- (1) Any Participant past due on rent after the 5<sup>th</sup> working day of the month will be sent a Notice of Termination stating a late charge has been incurred and payment is due immediately.
- (2) If the rent payment has been received after the grace period of five working days, but did not include the late payment, the late charge will be due by the next payment due date. If the tenant only owes for one late charge, no further action will be taken on the tenant for that month. However, should the tenant constantly pay late and has incurred more than one late charge, a Notice of Termination will be issued.
- (3) The Notice of Termination of their lease agreement is to be effective fourteen (14) days from the date of the Notice.
- (4) If payment is not received by the end of the 14 days a 5/10 Day Pay or Vacate Notice will be issued. (If the 5/10 Day notice is hand delivered the resident has 5 days to pay in full. If the 5/10 Day notice is posted at the residence the resident has 10 days to pay in full.) If payment in full is received the account is remedied.
- (5) If payment is not received past due amounts will be submitted to the Court for collection and possession of the premises.

**E. Termination for reasons other than non-payment of rent.** In the event of non-compliance with any of the provisions set forth in this Policy, other than for non-payment of rent, the TDHE may terminate the Participant's participation in the Program, according to the following action steps:

1. The TDHE 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 and providing that such violation must be cured within thirty (30) calendar days of the date of the notice.
2. If the Participant(s) do not cure the violation within the timeframe specified, the TDHE shall issue a Notice to Terminate the Lease, and commence eviction procedures in accordance with Section D(4) above.
3. Participant(s) whose conduct presents an imminent threat to the health, safety and/or welfare of the community and Participants who fail a second inspection under Section 7(D) of this Policy shall not be entitled to the due process standards set forth in this section.
4. Delinquent Account Extensions: No extensions shall be granted unless authorized by the Executive Director. Extensions, if granted, will be based upon participants past payment history.
5. Counseling: Counseling is mandatory for residents in the Safe Shelter Housing Program. The Absentee Shawnee Housing Authority will refer participants to an in-house counselor/training specialist. If the resident fails to attend the counseling as requested, they will be in non-compliance. Upon completing the mandatory counseling sessions if deemed necessary the resident will sign a binding agreement and be placed on a probation





period determined by TDHE staff to monitor payments. Failure to comply with the binding agreement the Absentee Shawnee Housing Authority will proceed with eviction.

**F. 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 unless otherwise authorized by the Executive Director.
2. 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.

**G. Additional Payments Due to the TDHE.** Additional charges to the Participant may include, but are not limited to:

1. Charges for extraordinary maintenance and other services;
2. Repayments of past due accounts;
3. Attorney's fees and court costs; and/or
4. Other charges specified under any applicable tribal, state, or federal law or regulation.

**H. Abandonment.** In the event that a program unit is abandoned, the TDHE shall post a notice of abandonment prominently on the door of the unit. If the Participant does not contact the TDHE within ten (10) days of the date of the notice, the TDHE may assume possession of the program unit without further notice or court proceedings. The TDHE does not waive any claim for past rent, damages or other amounts that may be due to the TDHE by assuming possession of the premises.

### **MISCELLANEOUS PROVISIONS**

**A. Confidentiality.** Pursuant to Part 256 of 25 CFR, all information obtained by the TDHE 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 the Tribe or its funding agencies. Participants acknowledge and agree that representatives of the TDHE may be required to consult and collaborate with other social service departments and agencies regarding the Participant and his/her household due to the nature of this Program.

**B. Limitation of Liability; Indemnification.** The TDHE and/or the Tribe 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 Participant or any other Participant of the Program. Further, the Participant(s) agree to hold the TDHE and the Tribe 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 premises.



- C. **Disposition of Personal Property.** In the event of abandonment or termination of Program participation, the TDHE 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.
  
- D. **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 TDHE.

