



# HOME REHAB PROGRAM POLICY

Adopted by the Absentee Shawnee Housing Authority Board of Commissioners on  
Tuesday, January 22, 2019 by Resolution# 2019-01

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

## SECTION 1

### GENERAL PROVISIONS

A. Introduction; Tribal Preference. The Board of Commissioners (“BOC”) of the Absentee Shawnee Housing Authority (“ASHA”) hereby enacts this Home Rehab Program Operating Policy and Procedure (“Policy”) in order to assist members of the Absentee Shawnee Tribe of Indians of Oklahoma (“Tribe”) with a forgivable grant of up to \$10,000.00 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 Absentee Shawnee Tribe who are elderly age 55 and up will receive preferential consideration in the allocation of services and resources under the Home Rehab Program (“Program”) in accordance with the Indian Housing Plan.

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. Sovereign Immunity. The ASHA specifically retains all governmental immunities associated with its sovereign status. The ASHA’s subsidiaries, employees, officers and agents shall share in its sovereign immunity from suit. The ASHA does not waive its sovereign immunity in any respect and this Policy shall not be construed as such waiver.

E. Notice. All applicants for the Program shall receive a copy of this Policy, and shall acknowledge receipt in writing. The ASHA shall post a copy of this Policy in the lobby of its headquarters and/or the company website.

## 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 the Absentee Shawnee Tribe of Indians of Oklahoma;
2. The applicant must be at least eighteen (18) years of age;
3. 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;
4. The home must be deemed substandard 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;
5. 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;
6. The Dwelling Unit must be located within the designated housing service area for ASHA Programs. The housing service area for the Program presently includes Pottawatomie County, Lincoln County, Oklahoma County and Cleveland County, 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.

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 ASHA or Tribe for any reason, he or she shall not be eligible for participation

in the Program until all moneys owed to the ASHA 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 ASHA, 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 ASHA; 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 ASHA (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 or early payoff. 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 who are current participants in any homeownership program administered by the ASHA (including but not limited to the Mutual Help, Lease to Own programs) will be eligible to participate in the Program if one or more of the following conditions apply:
  - 1.) The applicants is extremely low-income and is not eligible to receive any assistance from other resources through ASHA. However, the applicant must be compliant with ASHA's program policies.
  - 2.) The applicant is elder and is unable to receive any assistance by ASHA's other programs or any other agency in order to bring the home back to decent, safe and sanitary condition.

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.

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

1. Each household is limited to a maximum of \$10,000.00 in Program assistance;
4. Although the maximum, individual grant amount under the Program is \$10,000.00, 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 ASHA;
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, repairing foundations, widening of door and entranceways, modification of bathroom facilities, installation of access ramps, storm shelters and remediation of safety hazards which pose a specific risk to handicapped/disabled individuals. The ASHA 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 ASHA cannot undertake any repairs on the home and shall refer the applicant to other service programs of the ASHA, 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 is voided and the assistance must be repaid to the ASHA in full;
8. All projects shall be subject to applicable tribal, local and State building codes and ordinances and HUD building standards;
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 ASHA 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.
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 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 ASHA.

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, 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. Copies of documents in the applicant's possession which are appropriate for the application or a brief summary of the pertinent contents of such documents, signed and dated by an ASHA staff member who viewed them;
4. Applicants (**current ASHA participants ONLY**) must provide 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

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 ASHA. 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 ASHA 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 ASHA shall allocate program assistance to the qualifying applicant(s) receiving the highest number of points as outlined below.

1. Indian Preference. The ASHA 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 who is age 55 or older (qualified applicant-households shall receive a total of 50 points priority consideration); and
- b. Second preference shall be given where the applicant(s) is an enrolled member of the Absentee Shawnee Tribe and disabled. (qualified applicant shall receive 40 points) "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;

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 ASHA shall determine which applicant-household is selected.

4. Informing Applicants about Preferences. The ASHA 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 ASHA 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 ASHA will close the waiting list for the Program as determined each year by the BOC and indicated on the Program announcement. Applications received after the stated deadline shall not be considered during that program cycle. The ASHA will review and rank all eligible applicants who submit completed applications and all supporting documents on or before the stated deadline. The ASHA shall generate a list of applicants who may be served within the budget for the Program within the particular Program cycle, which shall be subject to approval of the BOC. The ASHA 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 ASHA 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. This section shall not be construed to prohibit the ASHA from performing emergency repair and rehabilitation services in an amount not to exceed \$500.00 with the prior approval of the Executive Director.

C. Notification of Selected Applicants. The ASHA 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.

## **SECTION 5**

### **IMPLEMENTATION**

A. Development of Scope of Work. A representative of the ASHA 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 ASHA 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 ASHA 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 ASHA relied to establish Program eligibility, the ASHA may terminate the Participant's participation in the Program regardless of whether the work is completed at the time of termination. In addition, the ASHA 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 ASHA:

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

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 ASHA 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 ASHA 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 ASHA 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 ASHA or any of its employees or agents. Further, the participant(s) agree to hold the ASHA 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 pursuant to the Grievance Policy and Procedure governing all programs administered by the ASHA.