

Date Created: 5/27/2020
Date Approved: 5/27/2020 Resolution # 2020-09

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

Policy: Homeless Prevention -Financial Assistance Program

Absentee Shawnee Housing Authority

**HOMELESS PREVENTION - FINANCIAL ASSISTANCE PROGRAM
OPERATING POLICY AND PROCEDURE**

These policies and procedures were adopted by the Board of Commissioners of the Absentee Shawnee Housing Authority by Resolution No. 2020- 09 on May 27, 2020.

SECTION 1

GENERAL PROVISIONS

A. Introduction; Tribal Preference. The Board of Commissioners (“BOC”) of the Absentee Shawnee Housing Authority (“ASHA”) hereby enacts this Homeless Prevention -Financial Assistance Program Operating Policy and Procedure (“Policy”) in order to subsidize housing costs incurred by tribal members who are dealing with financial hardship during the COVID-19 crisis. Enrolled members of the Absentee Shawnee Tribe of Oklahoma (“Tribe”) will receive preferential consideration in the allocation of housing services and other resources in compliance with the Tribe’s approved Indian Housing Plan and applicable law.

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

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

C. Interpretation; Applicability. This Policy supersedes any and all ordinances, policies, laws and/or resolutions regarding the Homeless Prevention - Financial Assistance Program of the ASHA (“Program”).

D. Compliance with Applicable Law. This Policy shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing 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 ASHA or Tribe 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 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.

F. Notice. The ASHA shall post a copy of this Policy in the lobby of its headquarters, and will provide copies to applicants upon request.

SECTION 2

CONDITIONS OF ELIGIBILITY

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;
2. The Applicant must be at least eighteen (18) years of age;
3. The Applicant must qualify as a low-income household, whose income does not exceed eighty percent (80%) of the national median income, as set by HUD, at the time of issuance of the assistance in the Program. 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 home (“Dwelling Unit”) to be occupied by the Participant(s) must be located within the Tribe’s designated housing service area for the Program as defined by the Tribe’s Indian Housing Plan, which presently includes Pottawatomie County, Lincoln County, Oklahoma County and Cleveland County, Oklahoma;
5. The Dwelling Unit must be free from defects, meet the definition of a standard home, and in compliance with all applicable building and occupancy codes at the time of assistance; and
6. The Applicant must intend to use the Dwelling Unit as his/her principal residence at the time of assistance.
7. 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 Executive Committee members.
8. The Applicant must attend a mandatory assessment prior to receiving any assistance.

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. Ownership, use, or acquisition of a residence other than the Dwelling Unit shall disqualify an Applicant or Participant from the Program.
3. Current participants in any other HUD-assisted program (including but not limited to homeownership, low-rent and rental assistance programs administered by the ASHA or any other tribe) are ineligible to participate in the Program.
4. Previous tenants or homeowners who owe a debt to the ASHA or any other public or Indian housing authority for past-due rent or damages to a dwelling unit will not be eligible for Program participation until the owed monies are paid in full as evidenced by appropriate documentation or five (5) years have elapsed since the date of termination or abandonment of the previous lease.
5. Participants who reside in a home built prior to 1978 are not eligible to receive assistance;
6. 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 been evicted from any public or Indian Housing Authority or private rental property within the past five (5) years;
 - b. Have been determined to be guilty of program abuse or fraud in any federal housing assistance program;
 - c. Have previously abandoned, relinquished and/or damaged a unit owned by the ASHA; and/or
 - d. Owe a debt to the ASHA for past-due rent or damages to a program unit.

7. Former participants (inclusive of all programs administered by the ASHA) who otherwise would be excluded from Program participation pursuant to Section 2(C) of this Policy may be given the opportunity to appear before the BOC to present any documentation, justification or other evidence why he/she should be considered for admission to the Program. The decision of the BOC shall be final.

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

1. Each household is limited to a one-time assistance not to exceed \$1,000.00 ; and
2. Participation in the Program is dependent upon funding availability, and may be terminated at any time; and
3. Program assistance will be remitted to the landlord, mortgage or utility company, as defined below. 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 any and all information requested and to sign the application and related forms. The form of application set forth as Appendix "A" to this Policy hereby is adopted and incorporated by reference. All information and statements made by the Applicant are subject to verification. **Providing false statements renders the Applicant ineligible.** If an Applicant fails to provide a complete application, including any and all required supporting documentation the application shall not be accepted may be denied without further notice by the ASHA and the Applicant must re-apply for assistance.

B. Application Procedure.

1. Applications are accepted at the ASHA office and must be complete with all the required documents before acceptance. Each application shall reflect the date and time received and shall bear the initial of the employee who accepted the application. Any incomplete applications received will automatically be returned to sender without a stamp date and time received.
2. All adult applicants must sign an authorization for release of information, which is required for third party verification. A copy of the form of release is attached hereto as Appendix "B."
3. The application and all information relating to the Applicant's eligibility shall be maintained in a file, along with all relevant correspondence.
4. 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 notice 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 of the ASHA.

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

1. Applicants photo Identification and tribal membership card;
2. Copies of paycheck stubs from the Applicant and each household member with earned income;
3. 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 Administration benefits);

4. Certified statements from self-employed persons or persons whose earnings are irregular, setting forth gross receipts, itemized expenses and net income;
5. If housed, the Applicant must provide proof of residency for the last six (6) months, a landlord verification will be mailed to the current landlord or a copy of the residential lease shall be provided, a rent receipt, a current utility billing statement or other documentation acceptable to the ASHA to verify residency;
6. Unhoused Applicant's must complete a statement of homelessness affidavit and provide an address for the purpose of receiving mail by ASHA;
7. If housed, evidence of the amount of the Applicant's rent, mortgage, or utility costs.
8. Billed amount of a metered (electric, gas, water, sewer) utility bill. Eligible items include past due utility bills or current utility bill – when paying on current bill, can pay either the actual usage amount reflected on the bill or the current “budget” amount. ASHA may include the cost of “reconnection” fees in the payment.

D. Waiting List.

1. Waiting lists shall be maintained for the Program, as applicable. All eligible applicants shall be placed on the waiting list with preference provided to enrolled members of the Absentee Shawnee Tribe.
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 be solely responsible to provide ASHA any update to their application and keeping their file current with contact information no less frequently than every six (6) months. ASHA is not responsible to notify an Applicant for current records other than a request to update annually. Applicants who have not updated their applications within **thirty (30) days** of notification of the duty to update will be removed from the waiting list and will have to re-apply to be placed back on the waiting list. These applicants will receive a new approval date. Inactive applications and supporting documents will be discarded after three (3) years.

SECTION 4

Selection of Participants

A. 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 Participant has been selected to receive assistance in the Program;
2. A brief description of how ASHA is to provide the financial assistance and the responsibility of the Participant to sign the Assistance Agreement outlined in Section 5d;
3. Notification that the Participant has ten (10) days to notify ASHA if any changes have occurred to their application. If notice is not received the ASHA shall proceed with the assistance.

B. Refusal of Services; Failure to Respond. If a Participant refuses or fails to respond under the Program, the Participant will be removed from the waiting list and ineligible for assistance.

C. Participant Selection; Suspension of Services. The level of funding for the Program is subject to availability of resources and budget approval, and no entitlement nor representations of entitlements of any type or nature are made hereunder. The ASHA 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 5

Leasing and Occupancy

A. Lease/Mortgage Review. The Applicant must provide a rental agreement or mortgage statement that identifies the landlord/mortgage company, contact information, the payment amount, address of leased/mortgage property, and any other general lease terms requested by ASHA.

B. Utility Review. The Applicant must provide the utility statement for the most current month that identifies the company, contact information, the payment amount, address of service, and any other documentation requested by ASHA.

B. Suitability of Landlord(s) for LEASED PROPERTY ONLY. The ASHA shall verify the suitability of the Landlord(s) under the Program as follows:

- a. *Verification of Ownership* Landlord(s) must provide his/her current residential or business address, which cannot be a post office box. Landlord(s) not part of a management agency, apartment community or multi-family dwelling

shall upon request by ASHA submit proof of ownership of the property in the form of a recorded instrument

b. *Past Performance.* The Landlord(s) shall not have a history or practice of non-compliance with maintenance and inspection requirements for units leased under tenant-based programs, or with applicable housing standards for units leased with project-based rental assistance or leased under any other federal housing program.

c. *Related Parties.* The Landlord(s) must not live in the Dwelling Unit or be the parent, child, grandparent, grandchild, or sibling of any member of the Participant's household. This does not exclude students from co-renting a unit with a family member from a non-family member landlord. Participant(s) may not reside with anyone who can declare them as a dependent on their federal income return.

C. Inspection. The ASHA shall inspect the Dwelling Unit and grounds in order to verify that the unit meets the definition of a standard home and complies with all applicable building and occupancy codes. If the Dwelling Unit is known to meet minimum standards (such as an apartment complex or on-campus housing), the ASHA may waive the on-site inspection requirement in its sole discretion. The ASHA may work with the Applicant to resolve any issues identified in the inspection. If the issues remain unresolved, the assistance will not be granted. The ASHA may inspect the unit at any other time for any reasonable purpose, including in response to complaints received by the ASHA. The ASHA 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).

D. Financial Assistance Agreement. An Financial Assistance Agreement shall be executed by the Executive Director (or his/her designee) and the Participant prior to the transfer of any financial assistance to the Landlord(s) or Mortgage Company under the Program. The Applicant who qualified for Program participation shall sign as the head of household. The form of Assistance Agreement set forth at Appendix "C" of this Policy hereby is adopted and incorporated by reference. The Participant shall receive copies of the Assistance Agreement, and the original shall be retained by the ASHA.

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

SECTION 6

Subsidy Calculation and Payment

A. Subsidy Calculation. A maximum one-time rate of \$1000.00 will be paid to the Landlord(s) or Mortgage Company on behalf of the Participant. No moneys will be transferred directly to Program participants.

B. Change in Ownership. Participants have an affirmative duty to report any conveyance of the real property or other changes in ownership or management to the ASHA for purposes of processing the financial assistance payment. The ASHA will not be liable for any lost or misdirected payments to the Landlord(s) or Mortgage Company. The ASHA will process a change of ownership only upon written request by the Participants and receipt of a certified copy of the recorded instrument. Upon receipt of all necessary information and documents, a transfer of ownership form will be completed.

C. Transfers. A Participant may move to another Dwelling Unit following the participation, provided that the Participant is in full compliance with all aspects of this Policy and with the terms of his/her lease or mortgage. If the Participant has moved due to an eviction or other lease enforcement action, the financial assistance will be terminated. In order to remain eligible to continue to participate in the Program, the Participant shall provide written notice to the ASHA at least two (2) weeks in advance of such transfer. The new Dwelling Unit shall be subject to all required verifications under this Policy, including the inspection requirement. In the event that the Participant is required to move due to failure of the Dwelling Unit to pass inspection or other imminent threat, the ASHA may issue the financial assistance even if the verifications are not complete. If the Participant moves without following the procedures set forth in this section, his/her financial assistance will be terminated.

Section 7

Termination of Program Participation

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

1. The acquisition or occupancy of another home or failure to continue to use the Dwelling Unit as the applicant's principal residence during the Program term(s);
2. 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;
3. Failure to supply any requested certification, release, information, or documentation as the ASHA determines to be necessary;
4. Moving, sub-leasing and/or abandoning the Dwelling Unit upon assistance without notice to the ASHA;

5. Interference, obstruction or non-compliance with inspection requirements; and/or
6. Other material violation of any term or provision of this Policy or other applicable tribal, state, or federal law or regulation.

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

1. The ASHA shall send a letter stating that the Participant is non-compliant with a specific provision of the Policy, the letter shall also notify the Participant of the commencement of termination of Program assistance within thirty (30) days of the notice. The notice shall also advise the Participant of his/her right to appeal the decision to terminate services pursuant to the Grievance Policy of ASHA;
2. Participant(s) whose conduct constitutes fraud or presents an imminent threat to the continuation of the Program or the health, safety and/or welfare of others shall not be entitled to the thirty (30) day notice period and opportunity to cure set forth in this Section.

C. Additional Remedies of the ASHA. In addition to terminating the Participant's participation in the Program as outlined above, the ASHA may pursue any and all legal remedies to collect such amounts as are determined by the ASHA to be due and owed by the Participant. The District Court of the County where the Dwelling Unit is located, the District Court of the Absentee Shawnee Tribe of Oklahoma ("Tribal Court") and/or such other tribal court as may hereinafter be established by the Absentee Tribe of Oklahoma shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy. The Participant irrevocably consents to the jurisdiction of the above-referenced courts as a condition of participation in the Program.

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

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

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

Section 8

Miscellaneous Provisions

A. 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. Permissible disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the Tribe or its funding agencies.

B. Limitation of Liability; Indemnification. The ASHA and/or the Tribe shall not be liable to the Landlord(s), Mortgage Company and/or Participant for any damages arising from participation in or implementation of the Program. Further, the Participant(s) agree to hold the ASHA 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 Dwelling Unit.

C. 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 of the ASHA. Appeals must be submitted in writing and received by the ASHA within ten (10) business days of the alleged action or omission to act that is the subject matter of the grievance.

APPENDIX "A"

ABSENTEE SHAWNEE HOUSING AUTHORITY

HOMELESS PREVENTION- CARES ACT FUND PROGRAM

107 N. Kimberly Shawnee, OK 74801

Office Phone: 405-273-1050 Office Fax: 405-275-0678

INCOME REQUIREMENTS

<u>Household Family Size</u>	<u>Maximum Income</u>
1	\$42,280
2	\$48,320
3	\$54,360
4	\$60,400
5	\$65,232
6	\$70,064
7	\$74,896
8	\$79,728

- Applicants must submit the following documents along with the Financial Assistance Application before the application can be processed to receive assistance: **a) two (2) months of current employment paystubs or if job loss final paystub of previous employment, b) photo ID and tribal identification for family members 18 and over, c) if received, copy of unemployment benefits.**
- Applicants *who are currently housed* must also submit the following documents before they are eligible to receive financial assistance: **a) proof of rent or mortgage amount, b) current proof of lease or ownership of property c) length of residency, d) landlord contact information, and e) eviction notice or summons (if applicable).**
- Applicants *who are NOT currently housed* must also submit **proof of homelessness** before they are eligible to receive financial assistance. Assistance shall not be provided until execution of rental lease agreement or mortgage loan.
- Applicants approved for financial assistance will be required to attend an initial assessment with the Resident Education Specialist. **Note: This meeting is mandatory. You will not receive financial assistance if you miss this requirement!**
- Applicants will develop a case plan if deemed necessary with the Resident Education Specialist addressing barriers to obtaining or maintaining housing including credit history, budgeting, substance abuse, mental health, physical health, disability, income, etc.
- Applicants approved for the program will only be provided a one-time assistance not

to exceed \$1,000.00 per household. Funds will be paid directly to the utility, landlord or mortgage company. No funds will be made payable directly to the applicant.

- Applicants approved for the assistance shall request from the Resident Education Specialist other drop-in services such as food (canned goods, snacks, and juice), hygiene products, cleaning products or personal protection equipment (PPE) during the COVID-19 crisis only upon request and as supplies are available.
- Applicant approved for financial assistance will be entering into a **financial assistance subsidy agreement**. The program will only operate as funds remain available.
- Applicants approved for the assistance will be placed on a waiting list with preference provided to enrolled Absentee Shawnee Tribal members.
- Applicants must agree to allow us to contact anyone, including your landlord and employer, regarding your tenancy and/or your household income by signing the attached release of information included within the application. Applicants must agree to allow the individuals we contact to provide us with the related documentation, not allowing communication will result in termination of the subsidy assistance agreement.
- Ineligible Applicants:
 - A current resident of HUD assisted housing programs such as but not limited to public or Indian housing units or section 8 housing;
 - Previous tenants or homeowners who owe a debt to the ASHA or any other public or Indian housing authority for past-due rent or damages to a dwelling unit;
 - Reside in home built prior to 1978;
 - Reside outside ASHA service area, present service area is Oklahoma County, Lincoln County, Pottawatomie County and Cleveland County, Oklahoma.

PLEASE NOTE THAT IF YOU FAIL TO COMPLY WITH ANY OF THE TERMS OF THE HOMELESS PREVENTION – FINANCIAL ASSISTANCE POLICY, ASHA WILL NOT ASSIST YOU.

By signing below, I have read and understand the policy requirements for the program. I agree to its terms.

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

ASHA
Received by: _____ Date: _____

HOMELESS PREVENTION CARES ACT
APPLICATION FOR FINANCIAL ASSISTANCE

Head of Household: _____ Tribal Affiliation: _____

Are you currently homeless? Yes* No

*If yes, still provide below an address where you are able to receive mail.

Street Address or P.O. Box #: _____

City: _____ State: _____ Zip: _____

What year was the home built you reside? _____ (do not answer if you are currently homeless)

Phone. Home: _____ Work: _____ Message: _____

Email Address: _____

Have you ever participated in a HUD assisted public or Indian housing program? Yes No

If yes, please explain: _____

Part A. Family Composition

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

	Name	Relationship	Date of Birth	Social Security #
1.		Applicant		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

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

Part B. Family Income

1. Income

	Complete Employer Name(s) & Address	Per Hour	Per Week	Per Year
1.		\$	\$	\$
2.		\$	\$	\$
3.		\$	\$	\$
4.		\$	\$	\$

2. Other income

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

***Other sources of income include per capita, 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.**

Part C. Release of Information, Public Disclosure and Signature

PUBLIC DISCLOSURE STATEMENT

Section 1000.30 and 1000.32 of the Native American Housing Assistance and Self-Determination Act of 1996 (“NAHASDA”), mandates that a public disclosure regarding conflicts of interest must be made on individuals who apply for assistance from the ASHA and 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 or officer of the ASHA or elected Tribal Official.

To ensure that all applicants are treated fairly, a public disclosure will be made 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 understand that this application is not a contract and is not binding in any manner. I hereby authorize the ASHA 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 ASHA if there is any change in my family status along with reporting any changes in income, or change of address.

Applicant’s Signature: _____ Date: _____

Spouse’s Signature (if applicable): _____ Date: _____

ASHA OFFICIAL CERTIFICATION

Resident Education Specialist Signature: _____ Date: _____

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 and grounds for denial of the assistance being requested.

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 BOC through the Grievance Policy. 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 subsidy amount under this Program is \$1,000.00, I/We are not automatically entitled to receive that amount and will not receive that amount if a smaller grant will prevent homelessness in accordance with the Policy.

Applicant's Signature: _____ Date: _____

Spouse's Signature (if applicable): _____ Date: _____

I/We understand that execution of the 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 ASHA may recognize for purposes of enforcing this Policy.

Applicant's Signature: _____ Date: _____

Spouse's Signature (if applicable): _____ Date: _____

I/We understand that the ASHA shall not be liable 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, I/We 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.

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.

APPENDIX "B"
Authorization for Release of Information

I, the undersigned, hereby authorize and direct any agencies, offices, groups, organizations, businesses, or individuals to furnish information concerning myself and/or my household to the Absentee Shawnee Housing Authority ("ASHA"), its duly authorized representative and/or its contracted agent for purposes of verifying my eligibility to receive benefits from ASHA.

Those that may be asked to release the information include, but are not limited to: background screening agencies, the U.S. Social Security Administration, the U.S. Department of Veterans Affairs, the United States Postal Service, medical professionals and facilities, current and previous employers, childcare providers, unemployment and employment agencies, banks and other financial institutions, social service and welfare agencies, support and alimony providers, retirement systems, informal support providers, credit providers and credit bureaus, court and law enforcement agencies, current and previous landlords, public housing agencies, utility companies, schools and colleges, and scholarship providers.

I understand that, depending on program policies and requirements, verifications and inquiries that may be requested include but are not limited to: identity, employment, marital status, household composition, medical or health issues, income, assets, debts, credit history, criminal history and legal issues, rental history, school enrollment verification and/or transcripts, Federal benefits, State benefits and local benefits.

I understand I have a right to review any information received in accordance with my release, and have a right to correct any information that I can prove is incorrect.

I acknowledge that a photocopy or facsimile copy of this authorization may be deemed the equivalent of the original and may be used as a duplicate original.

I understand that I may revoke this authorization in writing at any time, except to the extent that action has been taken in reliance on this authorization. If this authorization has not been revoked, it will terminate 15 months from this date signed.

I understand that if I, or any other adult household member, fail to sign this authorization, or revoke this authorization prior to completion of necessary verifications and inquiries, it may constitute grounds for denial or termination of assistance or tenancy, or both.

Applicant: _____	Print Name: _____	Date: _____
Adult Household Member: _____	Print Name: _____	Date: _____
Adult Household Member: _____	Print Name: _____	Date: _____

APPENDIX “C”

**HOMELESS PREVENTION
FINANCIAL - SUBSIDY AGREEMENT**

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

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

The agreement is executed in accordance with the above-referenced substantive laws, policies and procedures governing the Homeless Prevention - Financial Assistance Program and is not a separately enforceable legal document.

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

The undersigned Participant(s) consent to the jurisdiction of the District Court of the Absentee Shawnee Tribe of Oklahoma (“Tribal Court”) or such tribal court has hereafter may be established by the Absentee Shawnee Tribe of Oklahoma for purposes of enforcement of the Policy and Contract.

Address of the Leased/Mortgaged Premises:

The term of Financial Assistance will begin on _____ and end on _____

Financial Assistance Amount: \$ _____ a one-time subsidy payable to the following landlord, mortgage or utility companies:

Executed this _____ day of _____.

ABSENTEE SHAWNEE
HOUSING AUTHORITY

PARTICIPANT(S)

Sherry Drywater

Participant Signature

Executive Director
Official Title

Co-Lessee's Signature (If Applicable)