

Date Created: <b>March 25, 2020</b>
Date Approved: <b>March 25, 2020</b> Resolution # <b>2020-05</b>

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**Policy:** College Housing Assistance Program

## **Absentee Shawnee Housing Authority**

### **COLLEGE HOUSING 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. 2020-15 on March 25, 2020 .**

## SECTION 1

### GENERAL PROVISIONS

A. Introduction; Tribal Preference. The Board of Commissioners (“BOC”) of the Absentee Shawnee Housing Authority (“ASHA”) hereby enacts this College Housing Assistance Program Operating Policy and Procedure (“Policy”) in order to subsidize the rental housing costs incurred by tribal members who are attending post-secondary educational institutions. 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 College Housing 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 be accepted for enrollment with a full-time class load, in a post-secondary educational institution or vocational school, within the State of Oklahoma. In order to be considered full-time for purposes of this Program, the Applicant must earn twelve (12) credit hours per semester for undergraduate students and nine (9) credit hours per semester for graduate students, or be considered a full-time student per College or University standard. Students attending a post-secondary institution or vocational school that does not use credit hours or defines enrollment differently than set forth above will need to provide additional information regarding that institution's enrollment standards. Applicants taking online courses or attending unaccredited institutions will not be eligible for assistance. The ASHA reserves the right, in its sole discretion, to determine whether an Applicant meets the definition of a full-time student in a post-secondary educational institution or vocational school for purposes of this Program;
4. 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 voucher and throughout the period of participation in the Program. Income verification shall not be more than six (6) months old at the time of issuance of an assistance voucher. Income limits are adjusted for family size and updated on an annual basis. The HUD income guidelines, as same may change from time to time, hereby are adopted and incorporated by reference;
5. The Applicant must be ready, willing and able to meet all obligations of participation in the Program, including but not limited to financial and inspection obligations;
6. The home to be occupied by the Participant(s) ("Dwelling Unit") 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;

7. The applicant must live in a Dwelling Unit that requires a rental payment. Rental assistance will not be provided to homeowners or homebuyers, or used for mortgage payments;
8. 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 move-in and throughout the period of Program participation;
9. The Applicant must intend to use the Dwelling Unit as his/her principal residence during the school term throughout the period of Program participation; and
10. 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.
11. The Applicant must attend a mandatory program course 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.
2. Homeowners, homebuyers and parties to land contracts, contracts for deed, lease-purchase agreements or any other form of mortgage or constructive mortgage specifically are excluded from participation in 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. Any applicant who has been terminated from this Program due to non-compliance will be ineligible to participate.
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 three (3) years;
  - b. Have been determined to be guilty of program abuse or fraud in any federal housing assistance program;
  - c. Have previously abandoned, relinquished and/or damaged a unit owned by 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 sub-sections 4, 5 and/or 6 of 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 maximum assistance of ~~\$300.00~~ per month, or the verified amount of the Participant's monthly proportionate share of rent for the Dwelling Unit, whichever amount is less;
2. Each household is limited to a maximum assistance of 8 semesters for this Program;
3. Participation in the Program is dependent upon funding availability, and may be terminated at any time; and

4. Program assistance will be remitted to the Property Owner, 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. Each application shall reflect the date and time received and shall bear the initial of the employee who accepted the application.
2. All adult applicants must sign an authorization for release of information, which is required for third party verification. 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 tribal membership card;
2. Social Security cards and birth certificates for all household members;
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. Proof of residency for the last six (6) months, a landlord verification will be mailed to the current landlord if a copy of the residential lease is not provided.

6. Proof of enrollment as a full-time student in a post-secondary educational institution or vocational school, such as a copy of an enrollment form or class schedule;
7. Evidence of any other Student Aid the Applicant has received or will be receiving for this school year. Suitable documentation includes copies of scholarship or grant award letters or other documentation to show the amount and source of financial assistance,
8. Employment information in order to obtain verification of income.



D. Waiting List.

1. Waiting lists shall be maintained for the Program, as applicable. All eligible applicants shall be placed on the waiting list according to the approved date of application. Preference shall be given 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.

F. Application Deadline. Applications must be received sixty (60) days before the first day of class for Fall Semester and sixty (60) days before the first of class for Spring Semester. Applications must be received by the close of business and must be date-stamped by ASHA staff. When a stated deadline falls on a weekend or recognized holiday, the application deadline shall be extended to the next business day. A student will need to reapply each semester to receive assistance, and to provide proof of enrollment.

## 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 for participation in the Program;
2. A brief description of the Program and summary of the Participant's responsibilities;

3. Notification that the Participant has fifteen (15) days in which to respond to the notice, either by accepting or rejecting the assistance offered. Failure to respond shall be regarded as a rejection of the offer.

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

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 Review. The Applicant must provide a rental agreement that identifies the landlord, landlord's contact information, the payment amount, unit address, the rental period, the names of all other persons living in the unit, signatures of all parties to the rental agreement and any other general lease terms. The ASHA shall not approve the lease until satisfactory completion of the rent reasonableness test, a suitability determination as to the Owner of the Dwelling Unit ("Property Owner") and an initial inspection of the Dwelling Unit as outlined in this Section.

B. Rent Reasonableness Determination. The ASHA shall determine on a case-by-case basis that the rent to be charged:

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

- i. date built; and
- j. management and maintenance services of and available to the unit.

C. Suitability of Property Owner. The ASHA shall verify the suitability of the Property Owner under the Program as follows:

a. *Verification of Ownership.* The Property Owner(s) must provide his/her current residential or business address, which cannot be a post office box. The Property Owner(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 Property Owner 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 Property Owner 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.

D. 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) and Property Owner with prior notice of the inspection when possible under the circumstances and shall use its best efforts to minimize any disruption or inconvenience to the Participant(s) and Property Owner.

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

F. Commencement of Occupancy. **Selected Applicants must take possession of the Dwelling Unit within fifteen (15) days of the date of the Assistance Contract,** or as soon as permissible under the guidelines of the Applicant's educational institution. 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 Contract or to take occupancy of a Dwelling Unit may constitute grounds for termination of participation in the Program.

## SECTION 6

### Subsidy Calculation and Payment

A. Subsidy Calculation. A maximum rate of \$300.00 will be paid to the Property Owner on behalf of the Participant during each month that the Participant is eligible for Program Participation. No moneys will be transferred directly to Program participants. The voucher amount shall not exceed the student's proportionate share of the monthly rent amount for the Dwelling Unit under any circumstances. The ASHA shall not be responsible for the payment of any security or utility deposits, or for any damages caused to the Dwelling Unit by the Participant.

B. Allowable Assistance Timeframe. The ASHA will issue an assistance voucher to the Participant up to ten (10) days prior to the start of the semester or when the application process is complete, whichever occurs later. Exceptions will be made when the release date of report cards conflicts with the established deadline. The ASHA will not be responsible for rent payments if the student moves in any sooner than ten (10) days prior to the start of the semester. The ASHA will pay for up to ten (10) days following the completion of the semester, and will pro-rate the first and last month's rent if necessary. **It is the responsibility of the Participant to notify the ASHA of the move-in date at least ten (10) business days prior to occupancy.**

C. Payments to Property Owner. The ASHA shall provide the Property Owner with invoices to cover a 6-month period in a form prescribed by the ASHA. The Property Owner will be responsible for invoicing the ASHA no later than 4:30 PM of a business day that is at least fifteen (15) days before the day the rent is due from the Participant. The ASHA will pay the Property Owner within ten (10) business days of receipt of an invoice. If an invoice is not received from the Property Owner on or before that time, the payment will be processed during the following month. There shall be no retroactive payments for any prior months regardless of when the Participant assumed occupancy of the Dwelling Unit. The Property Owner must complete a W-9 tax reporting form prior to processing the initial payment, and the Owner will receive a 1099 miscellaneous income statement for any payments made to the Owner under the Program. The award of financial assistance through the Program does not create a legal relationship between the ASHA and the Property Owner guaranteeing payment of the rent. The lease agreement and fulfillment of its terms will remain between the Participant and the Property Owner.

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

E. Transfers. A Participant may move to another Dwelling Unit following the first full 2 semesters of participation, provided that the Participant is in full compliance with all aspects of this Policy and with the terms of his/her lease. If the Participant has moved due to an eviction or other lease enforcement action, the rental 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 and Property Owner 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 assistance voucher even if the verifications are not complete. If the Participant moves without following the procedures set forth in this section, his/her rental assistance voucher will be discontinued and he/she may be required to repay any funds paid during the period that he/she was not living in the approved Dwelling Unit.

## Section 7

### Rules and Conditions of Continued Participation

A. Principal Residency Requirement. The Participant(s) must take possession of the Dwelling Unit within ten (10) days after issuance of the assistance voucher and continue to occupy the Dwelling Unit as his/her principal place of residence during the school term(s). A unit which has been unoccupied for a period of **thirty (30) days** or more may be determined to be abandoned and ineligible for continued assistance under the Program.

B. Academic Performance. The Participant shall maintain a cumulative 2.0 grade point average for each semester in order to remain eligible for continued participation in the Program. At the end of each term, the Participant must provide the ASHA with documentation from the institution of his/her academic performance, such as a transcript, grade report, progress report or equivalent. If the Participant fails to maintain a 2.0 grade point average for any semester that he/she received assistance, the assistance voucher shall be revoked until eligibility standards have been met. Students that drop below a full time class load and/or do not complete a full semester will be required to repay the ASHA for the amount of assistance they received during the term they did not complete.

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

## Section 8

### Examination and Re-examination of Participant Status

A. Re-examination Procedure. The ASHA shall examine the Participant-household's

earnings and other income prior to initial occupancy and shall re-examine such income at least once a year thereafter.

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

B. Interim Re-examination of Income and/or Household Status/Composition. In addition to submitting such information as may be required at the time of annual re-examination, **Participant(s) have an affirmative duty to report immediately any changes in income, household composition, rent payment or level of academic enrollment to the ASHA. Any person occupying the Dwelling Unit in excess of thirty (30) calendar days in any one (1) year period (other than a roommate) shall be reported as a household member and made subject to all required verifications. Participants must report any change in his/her status as a full-time student to the ASHA within ten (10) calendar days of such change.**

C. Verification and Documentation of Re-examination Data. The ASHA shall verify the data upon which determinations as to eligibility for continued participation in the Program are made (either by scheduled re-examination or an interim re-examination). Verification procedures are the same as those described in Section 3(C), above. For each academic year, the ASHA requires that Participants receiving funds submit the required FAFSA documentation and supply ASHA the updated SAR.

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

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

## **Section 9**

### **Termination of Program Participation**

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

1. The acquisition or occupancy of another home or failure to continue to use the Dwelling Unit as the applicant's principal residence during the school term(s);
2. Failure to meet minimum standards regarding academic performance and/or enrollment;
3. Failure to comply with annual and interim re-examination requirements;
4. Misrepresentation of income, household composition, academic performance or other material fact(s), regardless of whether the Participant is or is not eligible to participate at the time the misrepresentation is discovered;
5. More than three (3) unexcused absences from scheduled appointments with ASHA staff for inspections, counseling, re-certification or any other purpose;
6. Failure to supply any requested certification, release, information, or documentation as the ASHA determines to be necessary;
7. Moving, sub-leasing and/or abandoning the Dwelling Unit without notice to the ASHA;
8. Interference, obstruction or non-compliance with inspection requirements; and/or
9. 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.

3. The ASHA will notify the Property Owner separately, in writing, of any suspension or termination of services pursuant to 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 and/or the Property Owner. 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.

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

1. Property Owners determined by the ASHA, in its sole discretion, to be in substantial non-compliance with any aspect of this Policy may be suspended from eligibility to receive rental assistance payments on behalf of Participants for a period of three (3) years. Owners who desire to be readmitted to the list of authorized providers may petition the BOC for



reconsideration after expiration of the three (3) year period. The Property Owner must give the ASHA written assurance that he/she will comply with any and all Program requirements in the future.

2. The ASHA may pursue any and all legal remedies, including the collection of any amounts wrongfully obtained by Property Owners under the Program, through the District Court of the County wherein the real property is located.
3. If the Property Owner commits fraud as determined by the ASHA, the ASHA may bar the Property Owner from participation in the Program for a period of time to be determined by the ASHA depending on the seriousness of the offense. For purposes of this Policy, fraud includes but is not limited to, overpayment of rent for the benefit of the Property Owner at the expense of the Participant and/or ASHA. The ASHA will make every reasonable effort to recover any overpayments made as a result of fraud or program abuse by Property Owner(s).

## **Section 10**

### **Miscellaneous Provisions**

A. 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 Property Owner 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.