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Title: Absentee Shawnee Tribal Members College Housing Rental Assistance

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Policy: Absentee Shawnee Tribal Members College Housing Rental Assistance

Absentee Shawnee Housing Authority

COLLEGE HOUSING RENTAL ASSISTANCE
FOR ENROLLED ABSENTEE SHAWNEE TRIBAL MEMBERS
OPERATING POLICY AND PROCEDURES

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



SECTION 1

GENERAL PROVISIONS

A. Introduction; Tribal Preference. The Board of Commissioners ("BOC") of the Absentee Shawnee Housing Authority ("TDHE") hereby enacts this College Housing Rental Assistance 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 only be eligible to receive housing services and other resources for this program.

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 Absentee Shawnee Housing Authority.

C. Interpretation; Applicability. This Policy supersedes any and all ordinances, policies, laws and/or resolutions regarding the Absentee Shawnee Tribal Members College Housing Rental Assistance of the Absentee Shawnee Housing Authority ("Program").

D. Compliance with Applicable Law. This Policy shall be implemented and may be conformed to comply with applicable provisions of the rules and regulations of the United States Department of Housing and Urban Development ("HUD"), and other applicable tribal, state and federal laws. **This Policy shall not be construed or applied to prevent the TDHE or Tribe from complying with the terms and conditions of any rules or regulations applicable to HUD-assisted programs.**

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

F. Notice. The TDHE 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 an enrolled member of the Absentee Shawnee Tribe of Oklahoma;
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 TDHE 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 be ready, willing and able to meet all obligations of participation in the Program, including but not limited to financial and inspection obligations;
5. **The home to be occupied by the Participant(s) and ("Dwelling Unit") must be located within the state of Oklahoma. Tribe's designated housing service area for the Program which presently includes Pottawatomie County, Lincoln County, Oklahoma County and Cleveland County, Oklahoma;**
6. 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;



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7. 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;
8. 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
9. The Applicant must publicly disclose any conflicts of interest arising from immediate family ties to any employee of the TDHE, member of the Board of Commissioners and/or Executive Committee members.

B. 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 TDHE or any other tribe) are ineligible to participate in the Program.
4. Previous tenants or homeowners who owe a debt to the TDHE 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.
5. Any applicant who has been terminated from this Program due to non-compliance will be ineligible to participate.
6. The TDHE, in its sole discretion, may withhold admission to the Program if it is determined during the application verification process that the Applicant and/or any adult household member(s):
 - a. Have been evicted from any public or Indian Housing Authority or private rental property within the past three (3)



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- 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 TDHE; and/or
 - d. Owe a debt to the TDHE for past-due rent or damages to a program unit.
7. Former participants (inclusive of all programs administered by the TDHE) who otherwise would be excluded from Program participation pursuant to sub-sections 4, 5 and/or 6 of Section 2(B) of this Policy may be given the opportunity to appear before the Board of Commissioners to present any documentation, justification or other evidence why he/she should be considered for admission to the Program. The decision of the TDHE Board of Commissioners shall be final.
- D. Limitations. The following additional limitations apply to the Program:
- 1. Each household is limited to a maximum one time payment of \$1200.00 per spring and fall semester only. ~~\$300.00 per month in Program assistance~~, or the verified amount of the Participant's monthly proportionate share of rent for the Dwelling Unit, whichever amount is less;
 - 2. Participant's who remain full time during the summer and are continued students shall receive a one time \$600.00 rental payment assistance;
 - 3. 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 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, within thirty (30) days of the date of receipt of the initial application, the application may be denied without further notice by the TDHE and the Applicant must re-apply for assistance.

B. Application Procedure.

1. Applications are accepted at the TDHE office. Each application shall reflect the date and time received and shall bear the initial of the employee who accepted the application. Copies of the front page may be handed to the Applicant as receipt of application upon request.
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 TDHE.

C. Verification and Documentation of Application Procedures. 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. Each Applicant shall provide copies of:

1. His or her tribal membership card;
2. Social Security cards and birth certificates for all household members;
3. Proof of residency for the last twelve (12) months, which can be in the form of an ID showing the Applicant's physical address, a rent receipt, a current utility billing statement or other documentation acceptable to the TDHE to verify residency. The TDHE shall submit verification request forms to a landlord for rental history purposes.
9. 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;
10. 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;
11. Proof of student cost, setting forth the Applicant's costs for tuition, books, fees, room and board and other education-related expenses; and
12. Evidence of the amount of the Applicant's rent or student housing costs.

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 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 no less frequently than every six (6) months. This is the responsibility of the Applicant and not the ASHA. 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 prior to the start of the Fall Semester and sixty (60) days prior to the start of the 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. Preference Categories and Point System. The TDHE shall allocate Program assistance to the qualifying Applicant(s) by following the established waiting list that shall be set by signed date and time approved by the Executive Director, or until funds allocated for the Program are exhausted.

B. Notification of Selected Applicants. The TDHE shall notify Applicants who are selected for Program participation in writing. The notification shall include, at a minimum, the following information:

1. A statement that the 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.

C. 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.



D. 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 TDHE reserves the right to close the waiting list and to suspend the intake of new applications when the need of selected participants exceeds available resources under the Program.

SECTION 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 TDHE 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 TDHE 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 TDHE 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 also must submit proof of ownership of the property in the form of a recorded instrument and proof of a management agreement if the property is managed by a management agent. This requirement may be waived by the TDHE on a case-by-case basis in the event the Dwelling Unit is located within an apartment community or other multi-family dwelling.

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 TDHE 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 TDHE may waive the on-site inspection requirement in its sole discretion. The TDHE 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 TDHE may inspect the unit at any other time for any reasonable purpose, including in response to complaints received by the TDHE. The TDHE 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 TDHE.

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 TDHE 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 rate up to **\$1200.00** \$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 TDHE 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 TDHE will issue a letter of assistance 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 TDHE 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. **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 TDHE shall provide the Property Owner a payment of assistance invoice request by form prescribed by the TDHE. The TDHE 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. The Property Owner must complete a W-9 tax reporting form prior to processing the 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 TDHE 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 TDHE for purposes of processing rental assistance payments. The TDHE 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 TDHE 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.

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 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 TDHE 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 shall be revoked and may be subject to repayment to the TDHE. Students that drop out of school and do not complete a full semester will be required to repay the TDHE for the amount of assistance they received during the term they did not complete.

C. Counseling/Continuing Education. Participants are 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 TDHE and participation in such programs is a condition of continued participation in the Program.

Section 8



Examination and Re-examination of Participant Status

A. Interim Re-examination of 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 household composition, rent payment or level of academic enrollment to the TDHE. 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 TDHE within ten (10) calendar days of such change.

C. Verification and Documentation of Re-examination Data. The TDHE 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 TDHE requires that Participants receiving funds submit the required FAFSA documentation and supply the TDHE with the updated SAR.

D. Action Required Following Re-examination. Within thirty (30) days of receiving the Personal Declaration and all required supporting documentation, the TDHE 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.

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);



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2. Failure to meet minimum standards regarding academic performance and/or enrollment;
3. Misrepresentation of 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;
4. More than three (3) unexcused absences from scheduled appointments with TDHE staff for inspections, counseling, re-certification or any other purpose;
5. Failure to supply any requested certification, release, information, or documentation as the TDHE determines to be necessary;
6. Moving, sub-leasing and/or abandoning the Dwelling Unit without notice to the TDHE;
7. Interference, obstruction or non-compliance with inspection requirements; and/or
8. 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 TDHE may terminate the Participant's participation in the Program, according to the following procedure:

1. The TDHE shall send a letter stating that the Participant is not in compliance with a specific provision of the Policy, describing the satisfactory means of resolving the violation, if any, and providing that such violation must be cured within thirty (30) calendar days of the date of the notice.
2. If the Participant does not cure the violation within the timeframe specified, the TDHE shall issue a notice to terminate his/her participation in the Program. The notice shall advise the Participant of his/her right to appeal the decision to terminate services pursuant to the Grievance Policy of the TDHE.
3. 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.

4. The TDHE will notify the Property Owner separately, in writing, of any suspension or termination of services pursuant to this Section.

C. Additional Remedies of the TDHE. In addition to terminating the Participant's participation in the Program as outlined above, the TDHE may pursue any and all legal remedies to collect such amounts as are determined by the TDHE 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 TDHE. 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 TDHE:

1. Repayment of delinquent amounts subsequent to a court order shall be in full.
2. The TDHE may collect judgment debts from previous or current Participant(s) by:
 - a. Garnishing wages; and/or
 - b. Placing liens on property.
3. Should written arrangements be made and the provisions thereof breached, the account may be referred to an attorney without further notice or action on the part of the TDHE.

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 TDHE 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 TDHE Board of Commissioners for reconsideration after expiration of the three (3) year period. The Property Owner must give the TDHE written assurance that he/she will comply with any and all Program requirements in the future.
2. The TDHE 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 TDHE, the TDHE may bar the Property Owner from participation in the Program for a period of time to be determined by the TDHE 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 TDHE. The TDHE 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 TDHE 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 TDHE 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 TDHE and the Tribe harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from any condition or natural feature -- known or unknown -- affecting the 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 TDHE. Appeals must be submitted in writing and received by the TDHE



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within ten (10) business days of the alleged action or omission to act that is the subject matter of the grievance.