

Housing Authority of the Seminole Nation of Oklahoma

ELDERLY LOW-RENT HOUSING PROGRAM OPERATING POLICY AND PROCEDURE

These policies and procedures were adopted by the Housing Authority of the Seminole Nation of Oklahoma by Resolution # _____ on _____, ____.

SECTION 1

GENERAL PROVISIONS

A. Introduction; Tribal Preference. The mission of the Housing Authority of the Seminole Nation of Oklahoma (“HASNOK”) is to provide decent, safe, sanitary and affordable housing to income-eligible Native Americans living or intending to live within its housing service area, as same may change from time to time. Citizens of the Seminole Nation of Oklahoma (“Nation”) will receive preferential consideration in the allocation of housing services and other resources in compliance with the Nation’s approved Indian Housing Plan and this Low-Rent Program Operating Policy and Procedure (“Policy”).

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

1. A guide regarding participant eligibility, admission, selection 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 HASNOK.

C. Interpretation; Applicability. This Policy supersedes any and all ordinances, policies, laws or resolutions regarding the operation of the Elderly Low-Rent Housing Program of the HASNOK (“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 HASNOK 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 HASNOK specifically retains all governmental immunities associated with its sovereign status. The HASNOK’s subsidiaries, employees, officers and agents shall share in its sovereign immunity from suit. The HASNOK does not waive its sovereign immunity in any respect and this Policy shall not be construed as such waiver.

F. Notice. All continuing and incoming program participants shall receive a copy of this Policy, and shall acknowledge receipt in writing. The HASNOK shall post a copy of this Policy in the lobby of its headquarters.

SECTION 2

LIMITATIONS

A. Status of Program Participants. Program participants are considered Lessees and do not acquire any legal or equitable interests in the property that is the subject of the lease agreement (“program unit”) or other attributes of homeownership. This Policy and any lease agreement executed pursuant thereto shall not be construed as a land contract, contract for deed or constructive mortgage.

B. Disposition of Unit Upon Death or Divorce. In the event of death or divorce, there is no right of succession to the lease agreement. In such cases, the HASNOK shall have the absolute right and discretion to transfer or reassign program units in the best interests of the Program and the Seminole Nation. The Board of Commissioners retains the absolute right and discretion to reassign the program unit to another party authorized to occupy the premises and such decision shall be final and binding.

C. Remedies of the HASNOK. In the event that any Participant fails to comply with any provision of this Policy, the HASNOK may terminate his or her participation in the Program pursuant to the provisions of Section 11 of this Policy and applicable laws governing landlord/tenant relationships.

SECTION 3

CONDITIONS OF ELIGIBILITY

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

1. The Applicant must qualify as a family (includes a family with or without children, an elderly family, a near-elderly family, a disabled family or a single person);
2. The Applicant must be an enrolled citizen of the Seminole Nation of Oklahoma and possess a certificate of degree of Indian blood;
3. The Applicant must be at least fifty-five (55) years of age;
4. Subject to Section 3(B) of this Policy, the Applicant must qualify as a low-income family, whose adjusted annual income does not exceed eighty percent (80%) of the national median income, as set by HUD, at the time of move-in. Income limits are adjusted for family size and updated on an

annual basis. The HUD income guidelines, as same may change from time to time, hereby are adopted and incorporated by reference. The HASNOK defines “annual income” pursuant to the income guidelines applicable to HUD’s Section 8 programs set forth in 24 CFR part 5, subpart F. The HASNOK may use the “census long-form” or Internal Revenue Service form 1040 definition of annual income on a case-by-case basis, if such definition would be more advantageous to the Participant;

5. The program unit must be located within the Nation’s housing service area;
6. The Applicant must be ready, willing and able to meet all obligations of participation in the Program, including but not limited to financial and maintenance obligations;
7. The Applicant must intend to use the program unit as his/her principal residence throughout the term of the lease; and
8. The Applicant and/or spouse of the applicant must demonstrate a satisfactory record of prior rental history.

B. Special Provision Regarding Non Low-Income Applicants. A non low-income family may receive housing assistance only in accordance with 24 CFR 1000.110 and with the prior approval of the Board of Commissioners of the HASNOK.

C. Computation of Income. The Applicant’s annual income shall be determined by estimating anticipated total income from **all** sources received by any and all household members, either in their own names or on behalf of another household member. Income attributable to any and all household member(s), excluding children under the age of eighteen (18) years, shall be included in the total household income, provided that the following amounts may not be considered as income under this paragraph:

1. Any amounts not actually received by the family;
2. Any amounts that would be eligible for exclusion under section 1613(a)(7) of the Social Security Act; and
3. Any amounts received by any member of the family as disability compensation under chapter 11 of title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title.

D. Ineligible Applicants; Participant Exclusion Criteria.

1. Ownership, use, or acquisition of an additional residence that is decent, safe, and sanitary before or during occupancy of a program unit shall disqualify an Applicant or Lessee from the Program.
2. Previous tenants or homeowners who owe a debt to the HASNOK or to any public or Indian Housing Authority 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. Former Participants (inclusive of all homeownership programs administered by the HASNOK) who desire to be readmitted to the Program, shall 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 readmission to the Program. Landlord reference of payment history will be taken into consideration. The decision of the Board of Commissioners shall be final.
3. The HASNOK, 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 previously abandoned, relinquished and/or damaged a unit owned by this or another Indian housing authority;
 - c. Owe a debt to the HASNOK for past-due rent or damages to a program unit;
 - d. Owe debts incurred from prior occupancy of a unit at any other Housing Authority or private rental property;
 - e. Have a history of conduct which would be detrimental to the Project or its residents;
 - f. Has been convicted of a drug or alcohol related felony within the last 3 years;
 - g. Has been convicted of a violent crime related felony

within the last 10 years; and/or

- h. Is a sex offender. Housing of such person shall be prohibited for a period of ten (10) years from the date of the arrest, conviction, or end of incarceration (whichever is later) or the period of the registration requirement.

Such applicant(s) shall be referred to the Board of Commissioners pursuant to Section 3(D)(5), below, provided that the Board shall have no discretion to waive the requirements of sub-sections f through h of this Sub-section.

- 4. In order to evaluate the detrimental effect an applicant's conduct may have on the Project or its residents, the HASNOK may conduct personal or telephonic interviews of reliable sources (including the Applicant during a home visit, current and previous landlords and employer(s)) and research court records. The HASNOK staff shall document the name and title of any source contacted and summarize the information received. The applicant, by applying for Program participation, consents to the HASNOK's investigation regarding his or her:
 - a. Past performance in meeting financial obligations, especially rent;
 - b. Compatibility with neighbors;
 - c. Treatment of leased property;
 - d. Living or housekeeping habits;
 - e. History of criminal activity; and/or
 - f. Other past conduct which may adversely affect the health, safety or welfare of other residents.
- 5. In the event that adverse background information is discovered during the verification process, the Board of Commissioners, in its sole discretion, shall determine whether the Applicant(s) is suitable for Program participation. The Board of Commissioners may consider factors which indicate a probability of favorable future conduct or financial prospects, such as: evidence of rehabilitation, evidence of willingness to participate in appropriate counseling service programs, and availability thereof, evidence of willingness to attempt to increase

income and availability of training or employment programs in the locality.

E. Unit size qualification. Selection of Applicants pursuant to this Policy is dependent upon the availability of an appropriately-sized unit in accordance with Section 6, below.

F. Special Provision Regarding Live-in Aides. A Participant with a proven disability as defined in Section 5(A)(3)(a) of this Policy may request permission from the HASNOK to include a live-in aide as part of his or her household. Live-in aides must: (a) provide necessary assistance in activities of daily living to the disabled Participant insofar as he or she requires such assistance on account of his or her disability; (b) is not obligated for support of the Participant; and (c) would not be residing in the unit except to provide such necessary assistance to the Participant. If the live-in aide is a relative, his or her income shall be included for purposes of determining the monthly rental payment of the household. In the event the Participant ceases to be under a disability, the Live-in Aide shall be required to vacate the Program unit.

G. Special Provision Regarding Minor Children. Minor children are not allowed to reside in program units. An adult child may reside in the unit, provided that he or she is under a proven disability as defined in Section 5(A)(3)(a) of this Policy. Such person shall be counted as a member of the Participant's household and made subject to all required verifications under this Policy. Further, the income of the disabled adult child shall be included for purposes of determining the monthly rental payment of the household.

SECTION 4

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 all supporting documents. All information and statements made by the applicant are subject to verification. **Providing false statements renders the applicant ineligible.** Incomplete applications will not be accepted.

B. Application Procedure.

1. Applications are accepted by the Intake Clerk. Each application shall reflect the date and time received and shall bear the initial of the employee who accepted the application. Copies of the front page will be handed to the Applicant as receipt of application upon request.

2. All adult household members must sign an authorization for release of information, which is required for third party verification.
3. In the event it is determined that an applicant has an immediate family tie to any HASNOK employee, Commissioner or elected tribal official, the HASNOK will publish a "Public Disclosure" in accordance with its Conflict of Interest Policy.
4. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence.
5. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence. Files will be placed in one of three categories, as follows:
 - a. **"Eligible"** - Applicant has met initial eligibility requirements and has been placed on the waiting list for the program;
 - b. **"Ineligible"** - Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program; or
 - c. **"Inactive"** - Applicant has not updated the application within thirty (30) days of notification and has been removed from the waiting list pursuant to Section 4(E), below.
6. 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 certified letter with return receipt requested will be mailed to the applicant within thirty (30) days of the date of denial. The notice shall specify the grounds for the denial of service and notify the applicant of his/her right to appeal the decision pursuant to the Grievance Policy and Procedure of the HASNOK.

7. All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by the person recording the change, with all changes and explanations noted in the record.
8. Upon request, a disabled person may receive assistance from the HASNOK or a representative of his/her choice in completing the application.

C. Verification and Documentation of Application Information. Information submitted by each applicant shall be verified to assure 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. The Seminole nation membership card and certificate of degree of Indian blood of the Head of Household and/or other household member(s) claiming Indian status;
2. Social Security cards and birth certificates for all household members;
3. Federal tax returns or transcripts filed for the previous year or a notarized statement from the Applicant explaining why a tax return was not filed;
4. Copies of paycheck stubs from the Applicant and each household member with earned income;
5. Statements or award letters from agencies documenting unearned income (including but not limited to Social Security, General Assistance, Retirement, Unemployment Benefits, Department of Human Services Assistance, Oil and Gas Royalty and Veterans benefits); and/or
6. Certified statements from self-employed persons or persons whose earnings are irregular, setting forth gross receipts, itemized expenses and net income.

D. Waiting List.

1. Waiting lists shall be maintained for the Program. All eligible applicants shall be placed on the waiting list according to the selection preferences set forth in Section 5 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 4(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 HASNOK. 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 5

Selection of Participants

A. Preference Categories and Point System. The HASNOK reserves the right to reconfigure the rank order when an Applicant's living environment presents an imminent health or safety risk. In all other cases, the HASNOK shall allocate Program assistance to the qualifying Applicant(s) receiving the highest number of points as outlined below.

1. Indian Preference. The HASNOK shall extend preference as follows, provided that an Applicant-household may not receive priority consideration under more than one category of tribal preference:
 - a. *First preference* shall be given where the applicant(s) is a full-blood, enrolled Seminole Indian (qualified applicant-households shall receive a total of 50 points priority consideration);
 - b. *Second preference* shall be given where the applicant(s) is at least three-quarters Seminole Indian blood and an enrolled citizen of the Seminole Nation of Oklahoma (qualified applicant-households shall receive a total of 40 points priority consideration);
 - c. *Third preference* shall be given where the applicant(s) is at least one-half Seminole Indian blood and is an enrolled citizen of the Seminole Nation of Oklahoma

(qualified applicant-households shall receive a total of 30 points priority consideration);

- d. *Fourth preference* shall be given where the applicant(s) is at least one-quarter Seminole Indian blood and is an enrolled citizen of the Seminole Nation of Oklahoma (qualified applicant-households shall receive a total of 20 points priority consideration); and
- d. *Fifth preference* shall be given where the Applicant(s) is less than one-quarter Seminole Indian blood and is an enrolled citizen of the Seminole Nation of Oklahoma, provided that the Applicant must possess a valid certificate of degree of Indian blood evidencing Seminole ancestry (qualified applicant-households shall receive a total of 10 points priority consideration).

2. Preference Based on Household Size. Qualified applicants shall receive two (2) points priority consideration for each documented adult member of the household (excluding live-in aides).

3. Other Preferences within Preference Groups. Other preferences include, but shall not be limited to:

- a. *Elderly and/or Disabled.* If there is at least one elderly and/or disabled member of the household, the household shall receive a total of twenty (20) points priority consideration. For purposes of this Policy, elderly means and refers to persons who are sixty-two (62) years of age or older. "Disabled" means and refers to any person who has a physical or developmental disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or the Disabilities Assistance and Bill of Rights Act (42 U.S.C.6001(7)). Disability status must be verified by at least two acceptable sources, such as medical professionals, the Social Security Administration and/or the Veterans Affairs Administration;
- b. *Displaced.* Displaced households shall receive a total of five (5) points priority consideration. This category

includes only those households displaced by governmental action, or whose dwelling has been extensively damaged or destroyed by extreme weather, fire or other involuntary act. Persons displaced by reasons of misconduct or failure to meet financial obligations are specifically excluded from priority consideration under this category.

- c. *Veterans.* If at least one veteran lives in the household on a permanent basis, the household shall receive a maximum of five (5) points priority consideration; and
- d. *Chronological Preference.* Applicant households shall receive two (2) points priority consideration for each month their application has remained active on the waiting list to a maximum of twenty (20) total points. Applications withdrawn from the waiting list by the Nation pursuant to Section 4(E) shall not accrue priority points during the period of inactivity.

4. Preference Among Applications With Same Ranking Score. In the case of two or more Applicant-households having equal preference, the date and time the application was received by the HASNOK shall determine which Applicant-household is selected.

5. Informing Applicants about Preferences. The HASNOK shall inform all Applicants of the preferences set forth in this section and shall give Applicants an opportunity to demonstrate that they qualify for such preferences.

6. Notice and Opportunity for a Meeting if Preferences are Denied. If an Applicant does not qualify for a claimed preference, the HASNOK shall notify the Applicant in writing. The notice shall briefly describe the reasons for the determination and notify the Applicant of his or her right to appeal the determination pursuant to the HASNOK's Grievance Policy.

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

- 1. A statement that the family has been documented as eligible for participation in the Program;

2. If applicable, the time and place for training activities and execution of the Lease Agreement;
3. The address of the unit; and
4. Notification that the family has fifteen (15) days in which to respond to the notice, either by accepting or rejecting the unit offered. Failure to respond shall be regarded as a rejection of the offer.

C. Rejection of Offer. The HASNOK offers units based on its selection preferences and the preferences of the Applicant (i.e., location of the project, size of the unit, etc). The Applicant may reject the offer of the HASNOK, but after **three (3)** rejections, the Applicant will be placed at the bottom of the waiting list.

SECTION 6

Occupancy; Lease Agreement

A. Method of Determining Household Size. Every household member regardless of age (except for unborn children) shall be included by name on the application and counted as a person for purposes of applying the occupancy standards set forth in Section Six (6) of this Policy. The premises leased are for the exclusive use and occupancy of the Participant and his/her household members identified in the Lease Agreement, under the terms and conditions stated herein. **Any person occupying the home in excess of thirty (30) days in any one (1) year period shall be reported as a household member and made subject to all required verifications.**

B. Occupancy Standards. To avoid overcrowding and prevent waste of space, program units shall be assigned in accordance with the occupancy standards set forth below, except that such standards may be waived by the Executive Director when necessary to achieve and maintain full occupancy or to comply with the preference provisions set forth in Section five (5), above.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	3
2	1	3

C. Lease Agreement. A lease agreement shall be executed by the Executive Director (or his/her designee) and the Participant. The adult Seminole tribal member(s) who qualified for Program participation shall sign as the head(s) of household. The form of Lease set forth at Exhibit "A" of this Policy hereby is

adopted and incorporated by reference. The Participant shall receive a copy of the original lease agreement, and the original shall be retained by the HASNOK.

D. Commencement of Occupancy. **Selected Applicants must take possession of the assigned unit within fifteen (15) days of the date of the response to the notice of availability or forfeit their eligibility to occupy that unit.** Applicants who notify the HASNOK within thirty (30) days of defaulting under this Section shall be returned to the waiting list without further penalty. Failure to execute the Lease Agreement, to secure utility service or to take occupancy of an assigned program unit may constitute grounds for termination of participation in the Program.

E. Deposit. The Participant shall pay a security deposit in the amount of \$100.00. The security deposit shall be refundable at the time of move-out, provided that all conditions, obligations and requirements have been satisfied. Arrangements to make the security deposit in payments over the course of the first five (5) months of occupancy may be allowed with the Executive Director's approval.

1. *Transfers.* Transfers of security deposits from one Participant to another in the same household may be approved in the discretion of the Executive Director.

2. *Refunds.* Under normal circumstances, refunds of deposit will be made when the Participant has notified the HASNOK in writing fourteen (14) days prior to leaving the unit and a satisfactory move-out inspection is completed. Damages to the unit and any rental charges due to the HASNOK shall be debited from the deposit prior to any refund. Any remaining Security Deposit may be returned to the Participant or to the remaining Head of Household. No refund of the Security Deposit shall be made upon eviction or abandonment.

3. *Liquidated Damages.* In the event the Participant(s) vacate the unit and the balance of the rent owed to the HASNOK and/or the damages to the unit exceed the Security Deposit, the HASNOK may retain the deposit as liquidated damages and seek reimbursement from the Participant(s) in the amount of any deficiency.

SECTION 7

Computation and Collection of Payments

A. Base Rent. The monthly base rent payment of the Participant shall equal fifteen percent (15%) of the Participant household's adjusted gross income as established pursuant to Section 3(C) of this Policy.

1. *Utility Allowance.* A utility allowance shall be subtracted from the monthly base rent payment in the amount of \$59.00 for a one-bedroom unit or \$73.00 for a two-bedroom unit. Subject to the limitations set forth below, the utility allowance shall not reduce a Participant's monthly base rent payment to an amount less than \$25.00.
2. *Limitations.* The lease payment shall not exceed the Maximum Rent established in Section 7(B), below, under any circumstances. Further, the lease payment shall not exceed thirty percent (30%) of the Participant household's adjusted annual income under any circumstances.

B. Maximum Rent. A household's Monthly Rental Payment shall not exceed the following amounts:

Number of Bedrooms	Maximum Rent
1	\$250.00
2	\$300.00

C. Payment of Rent. All rent payments are due and owing on the first (1st) day of each month, and shall be considered delinquent if not paid on or before the fifth (5th) day of the month. A late fee of ten dollars (\$10.00) shall be assessed for any rental payment received after the fifth (5th) day of the month, unless waived by the Executive Director in accordance with the provisions of this Policy. Monthly rental payments will be accepted between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays. Payment may be made in the form of money order, cashier's check or personal check. Cash payments will be accepted only in the exact amount of rent owed. If, however, a personal check made payable to the HASNOK is returned by the bank, that participant will be charged a return check fee in the amount of \$25.00 and thereafter, all future payments shall be by money order or cashier's check. Rent should be paid at the office or mailed to:

Housing Authority of the Seminole Nation of Oklahoma
101 South Hitchite
Wewoka, Oklahoma 74884

D. Acceptable Payment Arrangements Prior to Delinquency.

1. *Delayed Payment.* The Executive Director, in his or her sole discretion, may approve an arrangement for the delayed payment of rent prior to delinquency under circumstances including, but not limited to:

- a. Unusual and unexpected family expenses, such as a death in the family or extraordinary medical expenses not covered by insurance. **This does not include changes in normal living expenses, such as grocery bills, utility bills, store bills, etc.;**
 - b. Extraordinary expenses incurred as a consequence of natural disaster or otherwise uncontrollable circumstances; and/or
 - c. Sudden loss of income.
2. *Partial Payment.* A partial payment may be accepted at the time rent is due, provided that the balance is paid in full by the end of that same month.
 3. *Self-Help Opportunity.* A Participant experiencing difficulty making rental payments as scheduled may request counseling and assistance from credit management, social service and/or employment agencies at his or her own expense. The HASNOK may provide such services when practical and/or necessary.

E. Payment Arrangements Subsequent to Delinquency. Payback Agreements following delinquency are discouraged. The HASNOK may, but is not required to, authorize a Payback Agreement upon a showing of one or more of the circumstances set forth in Sub-section 1, above. Participants owing balances incurred prior to the effective date of this Policy (for which no Payback Agreement exists) may be given the opportunity to make arrangements for a Payback Agreement with the HASNOK within a thirty (30) day period, beginning the first (1st) day of the month following the effective date of this Policy. Participant(s) who fail to execute a written agreement within the allotted time period shall be sent a Final Notice for the amount of any unpaid back rent. **Installment payments on Pay-back Agreements are subject to the collection procedures set forth in Section 7(C), above, and the Termination Procedures set forth in Section 11(D), below.**

Section 8

Rules and Conditions of Continued Occupancy

A. Tenant Code of Conduct. All Participants, household members and guests must comply with all rules and regulations affecting the use and occupancy of the premises and abide by all laws of the Nation, including but not limited to:

1. *Principal Residency Requirement.* Program participants are required to use the program unit as their principal place of residence. A unit which has been unoccupied for a period of **thirty (30) days** or more may be determined to be abandoned and in breach of the lease agreement.
2. *Maintenance/Repairs.* The Participants shall provide basic upkeep of the program unit, keeping it in an acceptable condition at all times. Participants are responsible for the cost and completion of any repairs caused by the Participants or their guest(s). Participants shall report any maintenance needs and/or problems with items that may be covered under manufacturer's warranties (including but not limited to appliances, roofs and HVAC systems) to the HASNOK, so that arrangements for repair or replacement of these items may be arranged. Participants who fail to report such problems to the HASNOK within the warranty period or who undertake repairs of covered items may void the manufacturer's warranty and shall be responsible for repair or replacing such items at their own expense. A list/packet of the applicable warranties for a particular unit may be provided to the Participant upon request. The Participant agrees that the HASNOK Executive Director, housing inspector and/or maintenance personnel will be permitted to enter the dwelling for the purpose of performing routine maintenance and for making improvements and repairs.
3. *Utilities.* The Participant(s) shall activate and pay any required deposits for utility services (including, but not limited to, water, gas, electricity and trash service) in the Participant's name prior to occupancy. Documentation of such services shall be provided to the HASNOK upon request. Disconnection of utility services to the unit for a period in excess of ten (10) days constitutes grounds for termination of participation in the Program.

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

1. Disturb the peace of the project community or disturb or harass other Program participants;
2. Engage in domestic violence;
3. Appear drunk or intoxicated in public or common areas

within the project community;

4. Possess, consume or distribute illegal drugs, drug paraphernalia or any other controlled substances;
5. Keep or use firearms, pellet or BB guns, bowie knives, daggers or other dangerous or deadly instruments, provided that bona fide law enforcement officers are excepted from this paragraph; and/or
6. Destroy, deface, disturb or interfere with the use of any structure, unit, building, or other property (real or personal) of the HASNOK, the Nation or other Program Participant.

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

1. *Business Use of Unit.* The Participant may request permission, in writing, to operate a small business. The business shall not disrupt the basic residential nature of the unit or require permanent structural changes.
2. *Structural Modifications.* The unit is the property of the HASNOK, and all structural modifications and major improvements must be pre-approved by the HASNOK in writing prior to actual construction. Any activities approved pursuant to this section must be paid for in full by the Participant and comply with any and all applicable construction/building codes. No liens or other encumbrances may be placed on the unit as a result of the work undertaken.
3. *Public Nuisances.* Participants shall keep the premises in a clean and sanitary condition and shall not create or permit any unsightly conditions or offensive activity in the Project area. Unlicensed, inoperable and/or wrecked vehicles or household appliances on Project grounds are specifically prohibited. The HASNOK may monitor the condition of the unit through periodic inspections and drive-bys. A car must have a valid license plate or it will be considered a junk car and the Participant will be required to remove it from the property. The HASNOK and/or the Nation, in its sole discretion, may define and summarily abate any condition constituting a nuisance at the Participant's expense.

4. *Temporary Structures.* No structure of a temporary character (including but not limited to trailers, tents, shacks, garages or barns) may be used at any time as a residence, either temporarily or permanently. Additionally, no portable or prefabricated building or dog pen shall be located upon any lot without the prior, written permission of the HASNOK.
5. *Animals.* No livestock, poultry, or reptile of any kind shall be kept in the Project area. Household pets are prohibited, provided that service animals may be permitted on a case-by-case basis with the prior approval of the Executive Director or his/her designee. Such pets shall be kept reasonably confined and not allowed to run at large. Any household pets over the age of two (2) months must be registered and inoculated at the Participant's expense, and copies of such documents must be provided to the HASNOK. Household pets found by the HASNOK, in its sole discretion, to disturb the peaceful enjoyment of the project community or to constitute a nuisance must be removed from the project area. Rabid, diseased, underfed, abandoned and/or vicious animals shall be reported immediately to the HASNOK and may be removed from the project area and/or destroyed by law enforcement authorities and/or any animal control service or officer employed for that purpose by the HASNOK or the Nation.
6. *Garbage and Refuse Disposal.* No Participant may burn or permit the burning of garbage or other refuse, nor accumulate or permit the unsightly accumulation outdoors of such refuse or garbage.
7. *Yard Maintenance; Improvements.* No fence, wall, garden, pond or other modification may be erected without the prior, written permission of the HASNOK. Blueprints, cost estimates and any other relevant information shall be presented to the HASNOK to aid in its determination. Participant(s) must maintain any enhancements or modifications approved pursuant to this section at their own expense.
8. *Common Areas; Roads.* Participant(s), household members and/or guests shall not evade speed bumps, drive through yards or otherwise operate their motor vehicles in an unsafe manner. All terrain vehicles and "four-wheelers" may not be operated on yards, roads or common areas within the project

area. Tampering with manhole covers, street lamps and/or security cameras/lights is specifically prohibited.

D. Inspections. The HASNOK may periodically inspect the unit/home and grounds and the Participant shall facilitate such inspections, as follows:

1. *Initial Move-in Inspection*. At the time of initial occupancy, a move-in inspection shall be conducted by a HASNOK representative and the Participant. The Participant may have a representative of his/her choice present at the initial inspection. At the conclusion of the initial inspection, the Participant shall sign an inspection report detailing any deficiencies in the unit.
2. *Annual Inspection*. The HASNOK shall conduct an annual inspection, which will include the interior, exterior and adjacent grounds of the unit. The Participant shall be provided with written notification of the scheduled inspection at least **ten (10) days prior** to the date of the inspection. The Participant shall sign and receive a copy of the inspection report.
3. *Opportunity to Cure Deficiencies*. If the inspection reveals any deficiencies in the condition of the unit, the Participant shall be given thirty (30) days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.
4. *Follow-up Inspection*. The HASNOK shall conduct a follow-up inspection to determine if the deficiencies identified in a previous inspection have been corrected. The Participant shall be notified, by certified mail with return receipt requested, and given the opportunity to be present at the inspection. If the Participant has not corrected the deficiencies, the lease agreement may be terminated in accordance with this Policy, or the HASNOK may perform the necessary work and charge the Participant for the repair of any damages caused by the Participants or his/her guest(s).
5. *Move-out Inspections*. A move-out inspection will be conducted by the HASNOK within three (3) days of the date of termination of occupancy. Participant(s) may be responsible for damages noted during the move-out inspection. The HASNOK shall notify the former Participant of the amount to be charged and the effect of such damage

on future participation in the Program within ten (10) working days of completion of the inspection.

6. *Other Inspections.* The HASNOK may inspect the unit at any other time for any reasonable purpose. The HASNOK 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).

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

F. Insurance. The HASNOK shall provide required insurance on the unit structure, including fire and extended coverage. The Participant shall report all damages to the unit in a timely manner for claims processing. The HASNOK's insurance coverage does not include damages to the Participant's personal property and/or the contents of the unit. The Participant may obtain insurance for personal property/contents at his or her own expense.

Section 9

Examination and Re-examination of Participant Status

A. Re-examination Procedure. For the purpose of determining the Participant's Rent, the HASNOK shall examine the Participant household's earnings and other income prior to initial occupancy and shall reexamine such income at least once a year thereafter.

1. Re-examination Schedule. The Participant's "reexamination schedule" shall coincide with the date of the effective date of initial occupancy. The re-examination process shall commence at least 2 months prior to the effective date to allow sufficient time for HASNOK staff to verify all information provided by the Participant(s). The Participant will be notified of the need to re-certify and set a date/time for the re-certification. Monthly payments shall not be adjusted between dates of annual re-examination except as provided in Section B, below.
2. Personal Declaration. The Participants shall be required to complete and sign a personal declaration at the time of the

recertification 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 reexamination is to be filed in the folder set up for the Participants at the time of admission.

B. Interim Reexamination of Income and/or Household Status/Composition. In addition to submitting such information as may be required at the time of annual reexamination, **Participant(s) have an affirmative duty to report immediately any changes in income or household composition to the Nation.**

1. Circumstances Requiring Immediate Reexamination. Participant(s) are required to report immediately the occurrence of one or more of the following circumstances:
 - a. any changes in income;
 - b. the loss of any household member through death, divorce or other circumstance; and/or
 - c. the addition of a household member by marriage, birth or other circumstance.
2. Adjustments. Any Participant who reports a change in family circumstances (such as a decrease in income or a change in family composition) shall be given an interim income determination and, upon verification, the monthly payment shall be adjusted.
3. Effective Date of Adjustment. Adjustments in monthly payments are to be made effective on the first day of the month following the income change, provided that no downward monthly payment adjustments are to be processed until the alleged changes in circumstance have been substantiated.

C. Verification and Documentation of Reexamination Data. To assure that the data upon which determinations as to eligibility for continued occupancy and changes in required monthly payments are made (either by scheduled re-examination or an interim re-examination) are complete and accurate, the information submitted by the Participant household shall be verified. Verification procedures are the same as those described in Section 4(C), above.

D. Action Required Following Reexamination. Within 30 days of receiving the Personal Declaration and all required supporting documentation, the HASNOK shall notify the family in writing of: (1) any change to be made in the Participant's rent payment and the effective date thereof and/or (2) any instances of misrepresentation or non-compliance with the Program Policy, HUD regulations or housing policy and of any corrective or disciplinary action which is to be taken.

E. Failure to Comply With Annual Reexamination. If the Participant fails to respond to the letter requesting re-certification information, a written notice, by certified mail with return receipt requested, 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. In addition, Participant(s) who fail to report upward changes in income may be liable for additional amounts due to the HASNOK. Participant(s) who fail to report downward changes in income within a reasonable time period shall not be entitled to any retroactive adjustment of rent.

Section 10

Transfers

A. Involuntary Transfers. The HASNOK may require a Participant to transfer to another unit in order to allow for substantial rehabilitation of the unit being vacated or to correct overcrowded, unsafe or unsanitary living conditions. The Participant, as a condition of participation in the Program, consents to any such involuntary transfer.

B. Voluntary Transfers. The HASNOK may approve a voluntary transfer to another Program unit, provided that the Participant has complied with all Program requirements (including the payment of rent), the unit being vacated is clean, and all resident damages (excluding normal wear and tear) are repaired.

C. Effect of Transfer on Obligations. All rights and obligations of Program participation shall be transferred to the new unit following a voluntary or involuntary transfer. A move-in inspection shall be conducted and documented by the Participant(s) and the HASNOK.

Section 11

Termination of Occupancy

A. Termination by the Participant. The Participant may terminate the Agreement, provided that fourteen (14) days written notice is given in writing to

the HASNOK. The HASNOK does not waive any claim to additional payments due for accrued rent and/or damages to the unit by accepting such notice.

B. Procedures Upon Termination of Occupancy. Participant(s) shall provide the HASNOK at least thirty (30) days written notice prior to moving out of their assigned unit, unless such notice requirement is waived in writing by the HASNOK. A move-out inspection shall be conducted within three (3) days of termination of occupancy. Participant(s) who move out of their assigned unit without conveying proper notice to the HASNOK will be considered to have abandoned the premises and may be responsible for damages sustained by the unit while vacant and/or any legal fees or costs incurred by the HASNOK to regain possession of the unit.

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

1. Non-payment of rent or installment payments pursuant to a Pay-back Agreement;
2. The acquisition or occupancy of another home or failure to continue to use the program unit as the family's principal residence;
3. Failure to comply with income reexamination requirements;
4. Misrepresentation of income, household composition or other material fact(s), regardless of whether the Participant is or is not eligible to participate at the time the misrepresentation is discovered; and/or
5. Other material violation of any term or provision of this Policy or other tribal, state, or federal law or regulation.

D. Termination for non-payment of rent. Program Participants who fail to pay their monthly rental payment, to pay any installment payment due pursuant to an approved Pay-back Agreement, or to enter into acceptable alternative arrangements shall be subject to termination from participation in the Program, as follows:

1. First Notice of Delinquency. When a Participant becomes delinquent with a payment, a first notice of delinquency shall be sent on the sixth (6th) day of the month in which the payment is due and shall state the following:
 - a. The date of the notice;

- b. The date the monthly payment was due; and
 - c. The amount of the delinquent payment.
2. Final Notice of Delinquency. If no payments are received or no acceptable payment arrangements are made by the 15th day of the month, the HASNOK shall deliver to the Participant the Final Notice of Delinquency. The Final Notice shall inform the Participant that he/she must pay the overdue balance on or before the first (1st) day of the next month to avoid eviction proceedings.
3. Notice of Termination. If no payments are received or no acceptable payment arrangements are made on or before the first day of the month following the month when rent became due and owing, the HASNOK shall issue a Notice to Terminate the Lease.
4. Commencement of Eviction. If the Lessee(s) does not vacate the unit within 24 hours of receipt of the Notice to Terminate, the HASNOK shall commence termination and eviction procedures in a court of competent jurisdiction. The District Court of the County where the program unit is located, the District Court of the Seminole Nation and/or such other tribal court as may hereinafter be established shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy.

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

1. The HASNOK shall send a letter stating that the household is not in compliance with a specific provision of the Policy, describing the satisfactory means of resolving the violation and providing that such violation must be cured within ten (10) calendar days of the date of the notice.
2. If the Participant(s) do not cure the violation within the timeframe specified, the HASNOK shall issue a Notice to Terminate the Lease, and commence eviction procedures in accordance with Section D(4), above.
3. Participant(s) whose conduct presents an imminent threat to the health, safety and/or welfare of the project community

shall not be entitled to the due process standards set forth in this section.

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

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

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

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

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

Section 12

Miscellaneous Provisions

A. Replacement Keys. Participant(s) shall be charged a fee of ten dollars (\$10.00) in the event a mail box key is lost and must be replaced. The cost for a replacement house key is ten dollars (\$10.00). In the event that the locking mechanism of a unit must be replaced due to no fault of the HASNOK, the Participant(s) shall be assessed a fee of fifty dollars (\$50.00).

B. Confidentiality. Pursuant to Part 256 of 25 CFR, all information obtained by the HASNOK in order to establish suitability for program participation shall be kept strictly confidential. Additional disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the Nation or its funding agencies.

C. Limitation of Liability; Indemnification. The HASNOK and/or the Nation shall not be liable to the Participant or any of the Participant's household members, visitors or patrons for any damage to person or property caused by any action, omission or negligence of the Participant or any other Participant of the project. Further, the Participant(s) agree to hold the HASNOK and the Nation harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from any condition or natural feature -- known or unknown -- affecting the premises of the project.

E. Disposition of Personal Property. In the event of abandonment or termination of Program participation, the HASNOK may remove and dispose of any personal property left remaining in the Program unit for a period of fifteen (15) days following the date of abandonment and/or termination.

D. Appeals. Participants may appeal a denial of service or any other qualifying decision or action relating to implementation of this Policy pursuant to the Grievance Policy and Procedure of the HASNOK.

APPENDIX "A"
LEASE TO OCCUPY ELDERLY LOW-RENT PROGRAM UNIT
("LEASE AGREEMENT")

The Housing Authority of the Seminole Nation of Oklahoma (the "HASNOK"), 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., to provide affordable housing within its Indian Country. The Nation has authorized the HASNOK to provide affordable housing through the Elderly Low-Rent Housing Program ("Program").

The Elderly Low-Rent 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 HASNOK, are hereby incorporated by reference. Execution of this Agreement is deemed consent to amend it to conform to any provision of NAHASDA and the HASNOK's rules, regulations and policies.

This Lease Agreement is executed in accordance with the above-referenced substantive laws, policies and procedures governing the Elderly Low-Rent Housing Program and is not a separately enforceable legal document.

The undersigned Lessee(s) hereby acknowledge that any violation of the HASNOK's rules, regulations or policies may constitute grounds for termination of participation in the Program. **The undersigned Lessee(s) hereby accept liability for any damages to the unit, unpaid rental fees, attorney's fees and court costs, and collection fees arising from enforcement of this Policy or termination of participation in the Program.** The undersigned Lessee(s) consent to the jurisdiction of the District Court of the Seminole Nation of Oklahoma and/or such other tribal court as may hereafter be established for purposes of enforcement of the Policy and the lease agreement.

Premises To Be Leased

PROJECT # _____ UNIT # _____

Street Address of Property:

STREET CITY STATE ZIP CODE

Legal Description of Property:

Persons Authorized to Occupy Said Premises:

Name	Age	Relationship to Lessee(s)
------	-----	---------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

HOUSING AUTHORITY
OF THE SEMINOLE NATION
OF OKLAHOMA

LESSEE(S)

Signature of HASNOK Rep.

Lessee Signature

Official Title

Co-Lessee's Signature (If Applicable)

Executed this _____ day of _____.

APPLICATION
FOR
ELDERLY HOUSING

Applicant Name: _____

Homestake Elderly Housing consists of 6 – 2 bedroom units and 4 – 1 bedroom units and is an apartment community for independent senior citizens.

Independent Living is ideal for seniors who:

- Are able to care for themselves;
- want to live independently;
- desire the security to be found in a seniors-only community;
- prefer to live among their peers;
- can communicate with doctors and caregivers by themselves, or with the help of family or friends.

FOR OFFICE USE ONLY		
<i>Received by:</i>	<i>Date:</i>	<i>Time:</i>

GENERAL INFORMATION

Applicants Name:

Spouse Name:

First Middle Last

First Middle Last

Elderly: ___Yes ___No **Handicapped:** ___Yes ___No

Elderly: ___Yes ___No

Handicapped: ___Yes ___No

Tribe: _____ **Degree:** _____ **Tribe:** _____ **Degree:** _____

(Provide copy of CDIB and enrollment card)

Address:

Address

City State Zip

Telephone Number: _____

Message Number: _____

How long at this address? _____

Contact Person: _____

HOUSING INFORMATION

Present Housing: Rent _____ Own _____ Buying _____ Living with Relatives _____

If renting or buying:

If Living with relatives:

Name of Landlord

Name of Relative

Address

Address

City State Zip

Zip City

State Zip

- **Have you ever been housed by this or any other Housing Authority** YES NO

If yes, by whom, where and when? _____

- **Have you or your spouse ever owned or co-owned a Mutual Help Home?** YES NO

If yes, under what name? When? _____

- Have you ever been evicted from this or any other Housing Authority? YES NO
If yes, by whom, where & when? _____ When? _____

FAMILY COMPOSITION

<i>Last Name</i>	<i>First Name</i>	<i>Date of Birth</i>	<i>SS#</i>	<i>Relationship</i>
	<i>Head of Household</i>			

****CHILDREN UNDER AGE OF 18 WILL NOT BE ABLE TO LIVE IN ELDERLY UNITS****

AUTOMOBILE(S): *Make* *Model* *Year* *License Plate #*

SOURCE OF INCOME

<i>FAMILY MEMBER</i>	<i>SOURCE OF INCOME</i>	<i>MONTHLY AMOUNT</i>

CONTACT

IN CASE OF EMERGENCY, PLEASE NOTIFY:

	<i>Name</i>	<i>Telephone Number</i>	<i>Relation</i>
1.	_____	_____	_____
2.	_____	_____	_____

In case of a serious illness, accident or death, is this person authorized to enter and remove all of resident's property? Yes _____ No _____

SIGNATURE

It is a criminal offense to make willful, false statements for misrepresentations of any material fact involving the use or obtaining of federal funds. I have answered all questions to the best of my ability and knowledge.

_____	_____
<i>Applicant</i>	<i>Spouse/Other</i>
_____	_____
<i>Date</i>	<i>Date</i>



Approved/Disapproved *Date:* _____ *Time:* _____

Housing Authority Representative