

Housing Authority of the Seminole Nation of Oklahoma

MINOR REPAIR AND REHABILITATION 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. Through the Minor Repair and Rehabilitation Program (“Program”), the HASNOK may provide a forgivable grant of up to \$5,000.00 for improvements and repairs needed to restore a sub-standard home to decent, safe and sanitary condition. 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 Indian Housing Plan and applicable law.

B. Purpose. The Repair and Rehabilitation Program Operating Policy and Procedure (“Policy”) is designed to serve as:

1. A guide regarding participant eligibility and selection;
2. A document to provide consistent, equitable and uniform treatment of clients and applicants; and
3. A basis for decision-making by staff.

C. Interpretation; Applicability. This Policy supersedes any and all ordinances, policies, laws and/or resolutions regarding its subject matter.

D. Compliance with Applicable Law. This Policy shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing and Self-Determination Act of 1996 (“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 applicants for the Program 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

CONDITIONS OF ELIGIBILITY

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

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 eighteen (18) years of age;
4. Subject to Section 2(B) of this Policy, the applicant must qualify as a low-income family, whose income does not exceed eighty percent (80%) of the national median income, as established by HUD, at the time the work is undertaken. Income limits are adjusted for family size and updated on an annual basis. The HUD income guidelines, as same may change from time to time, hereby are adopted and incorporated by reference;
5. The Applicant must own the dwelling unit proposed for rehabilitation (“Dwelling Unit”) and have owned and continuously occupied such unit for a period of not less than five (5) years prior to the date of the application. The applicant must present proof of ownership of the home in the form of a warranty or quitclaim deed. Owners of restricted land may participate in the Program, provided that they present proof of ownership in the form of a deed or validly-approved lease for a period of not less than 25 years;
6. The home must be substandard (as that term is defined in Title 25, Section 256 of the Code of Federal Regulations) or otherwise inadequate to meet the physical needs of the family. Inadequate plumbing, heating, roof, storm windows, storm doors, foundation and electrical wiring are factors indicative of a substandard house;
7. The home must pass an appropriate environmental inspection, including flood plain, wetland, and historic preservation clearances. Depending upon the age of the home, a lead-based paint inspection also may be required;
8. The Dwelling Unit must be the primary residence of the Applicant-household and must remain the primary residence for a period of not less than five (5) months following completion of the repairs;

9. The Dwelling Unit must be located within the Nation's housing service area for the Program as defined by the Indian Housing Plan, which shall include Seminole County as well as an area extending twenty (20) miles from the exterior boundaries of Seminole County. In the event of a dispute regarding the service area for the Program, the Board of Commissioners shall make a final determination regarding the Participant's eligibility, which shall be final; and
10. The applicant must publicly disclose any conflicts of interest arising from immediate family ties to any employee or member of the Board of Commissioners of the HASNOK, elected Tribal officials and/or General Council members.

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. 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. If an applicant or household member was evicted from a HASNOK rental or homeownership project for non-payment of rent, or if the applicant or household member has a judgment or past-due balance for rent or damage charges previously assessed by the HASNOK, he or she shall not be eligible for participation in the Program until all moneys owed to the HASNOK are repaid or discharged by resolution of the Board of Commissioners.
2. Parties to land contracts, contracts for deed, lease-purchase agreements, or any other form of constructive mortgage specifically are excluded from participation in the Program.

3. The 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 and/or damaged a unit operated by this or any other housing authority;
 - c. Owe a debt to the HASNOK for past-due rent or damages to a unit owned or managed by the HASNOK;
 - d. Owe debts incurred from prior occupancy of a unit owned or managed by the HASNOK or any other housing authority or private owner; and/or
 - e. Have a history of conduct which indicates that the unit would not be properly used or maintained following completion of the repairs.
4. Applicants who have received any housing repair and/or rehabilitation assistance from the HASNOK and/or the Nation will be ineligible to participate in the Program for a period of three (3) years following the date of completion of the work. Applicants who received five hundred dollars (\$500.00) or less in program assistance are exempt from the three (3) year waiting period.
5. Applicants who have previously participated in any homeownership program administered by the HASNOK and/or the Nation (including but not limited to the Mutual Help, LOPA, Lease-Purchase and Low-Income Housing Tax Credit programs) will be ineligible to participate in the Program for a period of three (3) years following the date of conveyance of the unit from the HASNOK to the participant.
6. Applicants who received Down Payment and Closing Cost assistance from the HASNOK and/or the Nation will be ineligible to participate in the Program for a period of two (2) years following the date the assistance was provided.

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

1. No moneys will be expended for Dwelling Units that do not pass an appropriate environmental inspection, present lead-based paint hazards or are located in areas designated as having special flood hazards under the Flood Disaster Protection Act of 1973 (unless suitable flood insurance is obtained at the participant's expense);
2. The Dwelling Unit cannot be subject to a Lease with Option to Purchase Agreement, a Mutual Help Homeownership Agreement, or any debt attributable to the HASNOK, HUD, the Bureau of Indian Affairs or any other tribe or housing authority at the time the application is submitted;

3. Each household is limited to a maximum of \$5,000.00 in Program assistance or the cost of replacing the home, whichever amount is less;
4. Although the maximum, individual grant amount under this program is \$5,000.00, an eligible applicant is not automatically entitled to that amount and will not receive that amount if a smaller grant will address the needs identified by the applicant and verified by the HASNOK;
5. Repairs and improvements under this Program shall be solely for the purpose of restoring a sub-standard home to decent, safe and standard condition. The HASNOK cannot remodel, renovate or modernize homes under this Program;
6. If an eligible applicant's substandard home cannot be restored to standard condition without exceeding the cost of replacing the home, the HASNOK cannot undertake any repairs on the home and shall refer the applicant to other service programs of the HASNOK, the Nation and other agencies;
7. If the participant sells or conveys the home within five (5) months following the completion of the repairs, the grant is voided and the full amount of assistance must be repaid to the HASNOK;
8. All projects shall be subject to applicable tribal, local and state building codes and ordinances and HUD building standards;
9. Factors such as weather, location, participant cooperation, availability of materials and site preparation may affect anticipated start and completion dates for individual projects; and
10. Project assistance will be transferred to the qualified, licensed and insured contractor who submits the bid that best satisfies the criteria outlined in the HASNOK procurement policy and request for proposals. No moneys will be granted, loaned or transferred directly to program participants.

SECTION 3

APPLICATION PROCEDURES

A. Application Requirement. The application is the basic record of each family applying for admission to the program. Each applicant is required to provide the information requested on the application form and to sign the application and all supporting documents. All information and statements made by the applicant are subject to verification. **Providing false statements renders the applicant ineligible.** Incomplete applications will not be accepted.

B. Application Procedure.

1. Applications are accepted by the Intake Clerk. Each application shall reflect the date and time received. Copies of the front page will be handed to the applicant as receipt of the application and shall bear the initial of the employee who accepted the application.
2. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence. Files will be placed in one of three categories, as follows:
 - a. **“Eligible”** - Applicant has met initial eligibility requirements and has been placed on the waiting list for the program;
 - b. **“Ineligible”** - Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program; or
 - c. **“Inactive”**– Applicant has not updated the application within thirty (30) days of notification and has been removed from the waiting list pursuant to Section 3(E), below.
3. If during the application intake and screening process it is determined that the applicant is ineligible for program participation, the applicant will be informed of such determination and the application classified as ineligible. In such instances, sufficient information and findings pertaining to the denial of service will be entered on the application form. A 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 HASNOK Grievance Policy and Procedure.
4. All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by the person recording the change, with all changes and explanations noted in the record.

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

1. The Seminole Nation membership card indicating degree of Indian blood;
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. Photostat or carbon copies of documents in the applicant's possession which substantiate his or her statements, or a brief summary of the pertinent contents of such documents, signed and dated by the staff member who viewed them;
5. Certified statements or summary data from books of account from self-employed persons and from persons whose earnings are irregular, such as salesmen, seasonal workers, etc., setting forth gross receipts, itemized expenses and net income;
6. 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
7. Memoranda of verification data obtained by personal interview, telephone or other means, with source, date of review and identity of the person receiving the information clearly indicated.

D. Waiting List.

1. Waiting lists shall be maintained for the Program. All eligible applicants shall be placed on the waiting list according to the selection preferences set forth in Section 4 of this Policy.
2. The waiting list shall be updated on a regular basis. Any applicant wishing to be removed for the list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list except for failure to update his or her application in accordance with Section 3(E), below.

E. Application Updates. Applicants shall update their applications and supporting documents and maintain current contact information on file on an annual basis. This is the responsibility of the applicant and not the HASNOK. Applicants who have not updated their applications within thirty (30) days of notification will be removed from the waiting list and will have to re-apply to be placed back on the waiting list. These applicants will receive a new approval date.

SECTION 4

SELECTION OF PARTICIPANTS

A. Preference Categories and Point System. The 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
- e. *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) and five (5) points priority consideration for each child who is a permanent member of the household and is under the age of eighteen (18) at the time the assistance is awarded. Applicants may be required to document joint or primary **physical** custody of under-aged children in order to receive priority consideration under this section.

3. Preference for First-time Recipients. Qualified applicants who have never received repair or rehabilitation assistance under any program administered by the HASNOK and/or the Nation (excluding any homeownership programs) shall receive a total of ten (10) points priority consideration.

4. 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. *Near-Elderly.* If there is at least one near-elderly member of the household, the household shall receive a total of ten (10) points priority consideration, provided that the household does not qualify for priority consideration based on elderly and/or disabled status. For purposes of this Policy, near-elderly means and refers to persons who are at least fifty-five (55) years of age;
- 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 (1) point 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 HASNOK pursuant to Section 4(E), above, shall not accrue priority points during the period of inactivity.

5. 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.

6. 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.

7. 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 file a grievance to review the determination.

B. Selection of Participants; Closure of the Waiting List. The HASNOK will close the waiting list for the Program on or about October 30 of each year. The HASNOK will review and rank

all eligible applicants who submit completed applications and all supporting documents on or before that date. The HASNOK shall generate a list of applicants who may be served within the budget for the Program within the particular Program cycle, which shall be subject to approval of the Board of Commissioners. The HASNOK will proceed to distribute program resources in rank order until moneys reserved for the particular cycle are exhausted. The Board of Commissioners reserves the right to reconfigure the rank order when an applicant's living environment presents an imminent health or safety risk. This section shall not be construed to prohibit the HASNOK from performing emergency repair and rehabilitation services in an amount not to exceed \$500.00 with the prior approval of the Executive Director. The HASNOK will initiate a new program cycle on or before June 1 of the following year.

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

1. A statement that the family has been documented as eligible for participation in the program;
2. The anticipated start and completion dates for the project and the scope of the work to be performed; and
3. A statement that the family has thirty (30) days in which to respond to the notice, either by accepting or rejecting the assistance offered. Failure to respond shall be considered a rejection of the offer.

SECTION 5

IMPLEMENTATION

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

B. Principal Residency/Useful Life Restriction. The Participant shall occupy the Dwelling Unit as his/her principal residence at the time the assistance is rendered and for at least five (5) months following the date of completion of the work. The Useful Life Policy of the HASNOK hereby is adopted and incorporated by reference.

Section 6

ENFORCEMENT

A. Termination of Participation; Court Action. In the event of non-compliance with any of the provisions set forth in this Policy or in the event it is discovered that the Participant misrepresented any information upon which the HASNOK relied to establish Program eligibility, the

HASNOK may terminate the Participant's participation in the Program regardless of whether the work is completed at the time of termination. In addition, the HASNOK may seek to recover any and all amounts paid on behalf of the Participant by filing a civil action in a court of competent jurisdiction. The District Court of the County where the program unit is located, the District Court of the Seminole Nation of Oklahoma and such other tribal court as the Seminole Nation may hereinafter establish shall be considered courts of competent jurisdiction for purposes of enforcement of this policy. The participant consents to the jurisdiction of the courts of the Seminole Nation as a condition of participation in the Program.

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

C. Additional Payments Due to the Program. Additional charges that may be assessed to the participant include, but are not limited to:

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

Section 7

MISCELLANEOUS PROVISIONS

A. Inspections. Employees and agents of the HASNOK are entitled to enter the premises to conduct inspections, investigate compliance issues or for any other necessary and reasonable purpose related to the Program prior to completion of the work. The participant shall make the premises available for inspection by the HASNOK upon request, or be subject to termination of participation in the Program.

B. Confidentiality. Pursuant to Part 256 of 25 CFR, all information obtained by the 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 HUD and/or the Seminole Nation of Oklahoma.

C. Limitation of Liability; Indemnification. The HASNOK 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 HASNOK or any of its employees or agents. Further, the participant(s) agree to hold the HASNOK harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from implementation of the Program.

D. Grievances. An applicant/participant may appeal a denial of service, an unsatisfactory amount of grant assistance or other aspect of participation in the Program pursuant to the Grievance Policy and Procedure governing all programs administered by the HASNOK. A copy of the Grievance Policy and Procedure may be obtained from the Housing Authority office, located at 101 South Hitchite, Wewoka, Oklahoma 74884.

APPLICATION FOR MINOR REHABILITATION PROGRAM ELDERLY/DISABLED AND NON-ELDERLY

Head of Household: _____ Tribal Affiliation _____

Elderly/Handicapped? Yes No Non-Elderly Yes No

Street Address or P.O. Box #: _____

City: _____ State: _____ Zip: _____

Telephone Number home: _____ Work _____ Message _____

Have you ever participated in a Housing Authority of the Seminole Nation housing program? Yes No

Part A. Family Composition

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

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

*Social Security number is required for all family members who are 6 years of age or older

B. Are you an enrolled member of the Seminole Nation? Yes No

OPTIONAL INFORMATION:

Does anyone in the household, who is a permanent resident listed on this application, have a severe health problem, handicap or permanent disability? Yes No if yes, provide name of person(s) _____ and attached doctor's statement.

Is anyone in your household, who is a permanent resident listed under Part A of this application, a veteran?

Yes No

Part B. Family Income

1. Income

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

2. Other income

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

*Other sources of income include alimony, relief, service allotments, assistance from relatives, payments for foster children, and any other regular source of income. Please do not list income that cannot be anticipated with certainty.

C. Total family income for next 12 months \$ _____

D. Please attach copies of the most recent IRS 1040 forms that were filed for the prior year and most recent pay stubs for all applicable members of the family.

Part C. Present housing condition and rehabilitation needs

Specify the assistance requested: _____

Have you ever received assistance for the BIA Home Improvement Program? Yes No

If yes, when? _____

Have you ever received assistance from the HUD Home Program? Yes No

Is there an existing mortgage on your home? Yes No

Can you furnish a copy of the warranty deed in your name? Yes No

Is the land restricted or trust land? Yes No

Is this a Mutual Help Home? Yes No if yes, when was it constructed

Is this a mobile home? Yes No if yes, attach a copy of the title.

How long have you lived in the home: _____

In what year was the house constructed (estimate the date, if unknown): _____

Detailed directions: _____

An initial inspection will be done by the Housing Authority Field Service Office to determine the needs of rehabilitation. **NOTE: This does not constitute that your application has been approved.**

Office Use Only

Minor Rehabilitation _____
Rehabilitation _____

Part D. Release of Information, Public Disclosure and Signature

I understand that this application is not a contract and is not binding in any manner. I hereby authorize the Housing Authority of the Seminole Nation to obtain any and all information necessary for the purpose of verifying the statements made above. I also understand that it is my responsibility to inform the Housing Authority of the Seminole Nation if there is any change in my family status along with reporting any changes in income, living conditions and change of address.

PUBLIC DISCLOSURE STATEMENT

Section 1000.30 and 1000.32 of the Native American Housing Assistance and Self-Determination Act (NAHASDA) of 1996, mandates that a public disclosure regarding conflicts of interest must be made on individuals who apply for assistance from the Housing Authority of the Seminole Nation and have immediate family ties (mother, father, husband, wife, daughter, son, brother, sister, mother-in-law, father-in-law, daughter –in-law, son-in-law) to any employee or Commissioner of the Housing Authority of the Seminole Nation, elected Tribal Official or General Council Member.

To insure that all applicants are treated fairly, a public disclosure will be done before you are permitted to participate in the program.

Do you have an immediate family tie to any of the above-mentioned individuals? Yes
No

If, yes please list their names and their relationship to you.

I/We certify that the information given is true and correct to the best of my knowledge. I/We understand that any false statements are punishable under Federal Law. I/We understand that false statements or information are grounds of denial or termination of Rehabilitation Assistance.

Signature Date

Signature Date

HOUSING AUTHORITY OF THE SEMINOLE NATION OFFICIAL CERTIFICATION

HA Representative Date Time

WAIVER
LEAD BASE PAINT

The Housing Authority of the Seminole Nation will visually inspect privately owned homes constructed prior to January 1, 1978, to determine if "Lead Base Paint" is present.

If a Lead Base Paint test is required and the finding is positive the Housing Authority of the Seminole Nation is not obligated to eliminate the lead base paint or provide rehabilitation services.

I acknowledge having read, understood and agreed to the above waiver.

Applicant (Print Name) Signature Date

Applicant (Print Name) Signature Date

ADDITIONAL ACKNOWLEDGEMENTS

Read these certifications carefully before you sign and date your application. Sign in ink.

I/We certify that all of the answers given are true, complete and correct to the best of my/our knowledge and belief, and that they are made in good faith. This certification is made with the knowledge that the information will be used to determine eligibility to receive financial assistance, and that false or misleading statements may constitute a violation of tribal and federal law.

Applicant's Signature: _____ Date: _____

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

I/We fully understand that submission of an application does not guarantee receipt of assistance, and that resources will be allocated or withheld according to availability of funds, the characteristics and living environments of other applicants and other valid considerations. I/We understand the right to appeal any adverse decision regarding this request for assistance to the HASNOK Board of Commissioners through the grievance policy and procedure governing housing programs. I/We have read and fully understand the policy and guidelines provided with this application.

Applicant's Signature: _____ Date: _____

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

I/We fully understand that, although the maximum, individual grant amount under this Program is \$5,000.00, I/We are not automatically entitled to receive that amount and will not receive that amount if a smaller grant will address the needs identified in this application and verified upon inspection by the HASNOK.

Applicant's Signature: _____ Date: _____

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

If I/We sell the house within five (5) months following the date of completion of repairs, the grant will be voided and I/We will repay the full amount of the grant at the time of settlement to the HASNOK.

Applicant's Signature: _____ Date: _____

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

I/We understand that 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. I/We consent to the civil

jurisdiction of the District Court of the Seminole Nation of Oklahoma and/or to such jurisdictional court as the HASNOK may recognize for purposes of enforcing this Policy.

Applicant's Signature: _____ Date: _____

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

I/We understand that the HASNOK shall not be liable for any damage to person or property caused by any action, omission or negligence of the HASNOK or any of its employees or agents. Further, I/We agree to hold the HASNOK harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from implementation of the Program.

Applicant's Signature: _____ Date: _____

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

Privacy Act Statement

Part 256 of 25 CFR, established under the mechanism of the Snyder Act, 25 USC 13, provides for the collection of this information. The primary use of this information is by an officer or employee of the Federal or Tribal housing office to determine eligibility for a grant for services provided under HUD and BIA-assisted programs. Additional disclosures of the information may be to a HUD or BIA employee in the conduct of a program review or audit, or to a Federal Law enforcement agency when the agency becomes aware of a violation or possible violation of civil or criminal law. Furnishing the information on this form is required to establish eligibility for your participation in the program.