

HOH INDIAN TRIBE

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Housing Management Policy

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I. Introduction

A. General Purpose

The Hoh Tribe shall provide adequate and affordable housing and housing services to low and moderate income Indian families and individuals within the Indian area served by the Hoh Tribe. The Housing Program shall remain sensitive to the cultural goals of the Tribe. Housing shall be provided in safe and healthy environments in compliance with the requirements, rules, and regulations of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA). The Hoh Tribe shall provide these services in an impartial and efficient manner, recognizing that the Hoh Tribe grants a preference to enrolled tribal members.

This policy is designed to serve as:

1. A guide for the Hoh Tribe in determining eligibility, admission of applicants, selection criteria, and occupancy standards.
2. A document which provides for consistent, equitable, and uniform treatment of clients.
3. A basis for decision-making by the Hoh Tribe staff.
4. A training manual for newly-hired or appointed staff.

B. Application of Policy

This policy is applicable to all Hoh Tribe clientele, including but not limited to applicants, residents, renters, home buyers, housing program participants, and enrolled Hoh Tribal Members.

C. Precedence

When this policy is in conflict with existing lease purchase or rental agreements, those agreements will take precedence. When this policy is in conflict with program regulations or statutes, the regulations or statutes will take precedence.

D. Communications

All official communications between the Housing Department and applicants, tenants, homebuyers, and other participant families, shall be in writing, with a copy placed in the file. This includes, but is not limited to, offers of assistance, eligibility determinations, requests for information, notices of inspections or recertifications, and other communications potentially affecting the participation or eligibility of the family in the program.

II. Determination of Apparent Eligibility

A. Application

The application is the basic record of each family/person applying for admission and/or services. Each applicant will be required to provide all information

requested on the application and to sign all necessary forms, documents, and certifications. All information or any statements made by the applicant are subject to verification. Applications shall be received at: Hoh Tribe Housing Department, P.O. Box 2196, 2269 Lower Hoh Road, Forks, WA, 98331.

All applications shall be fully completed and signed using indelible pencil or ink. Immediately upon receipt, the application shall be date/time stamped and initialed by the Housing Department staff who accepted the application. Complete applications may be mailed or delivered in person.

Verification of all information that affects eligibility, family composition, selection, priority or preference, annual income, unit size, determination of affordable payments or rent, and housing need is required before assistance is provided.

Each applicant must also sign a consent form for the release of information from third parties to the Housing Department for income verification.

1. Applicant Responsibilities

The applicant is responsible for providing all of the necessary information and accurately completing the application. The applicant must certify that all information contained in the application is true and accurate to the best of their knowledge.

2. Application File

The Housing Department shall maintain a file for each family completing an application. All information supplied by the applicant, verification information, and all relevant correspondence with the applicant, shall be contained in the files. All files are confidential with access granted only to those employees authorized by the Director of Housing and who have agreed to and signed a confidentiality statement. Files will be placed in one of four categories:

a. Eligible

This file contains those applications that have met initial eligibility requirements and have been placed on the waiting list for the rental, home ownership, housing improvement, and other housing programs.

b. Ineligible

The file contains those applications that have not met the initial eligibility requirements and have been determined to be ineligible for the rental, home ownership, housing improvements, and other housing programs.

c. Incomplete/Pending

This file contains those applications that have not been sufficiently completed or verified for a determination of eligibility to be made.

Applicants submitting an incomplete application shall be notified by the Housing Department and be given 30 days to submit the missing information. If the information is not submitted in a timely manner, the application shall be placed in the inactive file.

d. Inactive

This file contains those applications that have not been updated within 12 months. Those applicants shall be removed from the waiting list and shall have to re-apply in order to be placed back on the waiting list. Incomplete applications which are not corrected in a timely manner shall be placed in this file.

B. Identity Requirements

The Hoh Tribe requires that all family members verify their identity at the time of application. To verify identities, all applicants must furnish the Housing Department with either a driver's license or a State-issued picture ID, or for minor children, a copy of a valid birth certificate.. In addition, all family members claiming to be Native American are required to provide a copy of their tribal enrollment card (CIB).

C. Apparent Eligibility Determination

Upon receipt of a completed application, the Housing Department shall make a determination of apparent eligibility. An applicant determined to be apparently eligible shall be promptly notified in writing of their apparent eligibility based on information provided in the application, and placed on the rental, home ownership, housing improvement, and other housing program waiting list. Unless an opening in the program is upcoming soon, no verification of information is necessary at this time. However, verification of all eligibility information must be done before the family is provided assistance.

If an applicant is determined ineligible, the applicant shall be promptly notified in writing. The notice shall state the reason(s) for the ineligibility and advise the applicant of his/her right to appeal.

D. Waiting List Administration

The Housing Department shall maintain a waiting list for the rental, home ownership, housing improvement, and other housing programs managed by the Housing Department. Eligible applicants shall be placed on the waiting list in order of the date their COMPLETED application was received by the Housing Department, giving preference to Hoh tribal members. Applications will not be considered until all information on the application form has been completed.

1. Updating the Waiting List

The waiting list shall be updated on an annual basis. It is the responsibility of each applicant to update their application at least annually. In order to maintain on the waiting list, an applicant must continue to update their application and remain eligible for the rental,

home ownership, housing improvement and other housing programs managed by the Housing Department. It is the responsibility of the applicant to update the Housing Department with any address changes. The Housing Department will use the last given address on the applicant's previous application unless otherwise directed. Applicants who fail to update their application within thirty (30) days of the date of the notice shall be placed in the inactive file and lose their original date. Any applicant on the waiting list who wishes to be removed from the list must submit a written request to the Housing Department. Otherwise, no eligible applicant may be removed from the waiting list except for failure to update in a timely fashion.

2. Suspending the Taking of New Applications

The Hoh Tribe reserves the right to close the waiting list and suspend the taking of new application at any given time. The Hoh Tribe may also set submission deadlines for inclusion in a particular project, program, or funding year.

III. Eligibility Criteria

The purpose of this section is to define who is eligible to participate in Hoh Tribe's housing programs. Applicants must meet all of the following requirements to be eligible for the rental, home ownership (lease purchase), housing improvement, rental assistance, and any other housing programs funded wholly or part by NAHASDA and managed by the Hoh Tribe Housing Department.

A. Family Composition

To be eligible, and applicant must meet one of the definitions of "family" as specified in this section. Families are defined as one of the following: a family with or without children, an elderly family, a near-elderly family, a disabled family, or a single person. These categories of "family" are further defined below:

1. Family with or without Children

An applicant may qualify as a Family, defined by the Hoh Tribe as two or more persons who are related by blood, marriage, or operation of law or who have evidenced a stable family relationship for a period of at least one year. "By blood" shall mean father, mother, brother, sister, aunt, uncle, children, grandparents, grandchildren, nieces, nephews, first or second cousins. "Marriage" shall mean a marriage acknowledged in any state or tribal jurisdiction, same sex and common law marriages. "Operation of law" shall include adoption in tribal or state court, guardianship and or foster care.

2. Elderly Families

An applicant may qualify as an Elderly Family, which is a family whose head (or his or her spouse), or whose sole member, is 62 years of age or older. Such terms include two or more elderly persons living together, and one or more such persons living with one or more persons (live in attendant(s)) determined to be essential to their care or well-being.

3. Near-Elderly Families

An applicant may qualify as a Near-Elderly Family, which is a family whose head (or his or her spouse), or whose sole member, is at least 55 years of age and less than 62 years of age. Such terms include two or more near-elderly persons living together, and one or more such persons living with one or more persons (live in attendant(s)) determined to be essential to their care or well-being.

4. Person with Disabilities

An applicant family may include or consist of a Person with Disabilities, which means a person who has one or more of the following conditions:

- a. has a disability as defined in section 223 of the Social Security Act;
- b. is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which--
 - i. is expected to be of long-continued and indefinite duration;
 - ii. substantially impedes his or her ability to live independently; and
 - iii. is of such a nature that such ability could be improved by more suitable housing conditions; or
- c. has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.

The definition of Person with Disabilities shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

In determining whether or not a person meets the definition of a “person with disabilities”, the Hoh staff will consider the following:

- a. Receipt of government benefits (or private disability benefits such as workers compensation) does not necessarily qualify an applicant as a Person with Disabilities.
- b. An applicant receiving Social Security Disability (SSD) benefits or Supplemental Security Income (SSI) disability benefits shall be considered to be a Person with Disabilities.

- c. An applicant receiving Veteran Disability benefits (or other disability benefits) does not necessarily meet the current HUD definition of a “person with disabilities”.
- d. An individual is not considered to be a “person with disabilities” solely on the basis of any drug or alcohol dependence.

5. Single Person

An applicant may be a single person which is a person who lives alone or intends to live alone, and who does not qualify as an elderly or near elderly family, or a displaced person, or the remaining member of a tenant family (defined as a person living in assisted housing remaining after all other persons have moved out). Preference shall be given to elderly or near elderly families (including persons with disabilities) for housing designated for the elderly and/or disabled.

6. Native American Requirement

In addition to qualifying as a “Family” as defined above, except for families determined to be “Essential” or “Law Enforcement” (defined later in this section), to be eligible for assistance a family must contain at least one member who is an enrolled member of a “Federally-recognized tribe” or a “State-recognized tribe,” as defined in NAHASDA. Other than a live-in attendant, any member of the family can be the qualifying member.

B. Income Eligibility

The applicant must qualify as a low income family, defined as a family whose Annual Income, as defined, does not exceed the greater of 80% of the median income of the tribe’s area or 80% of the median income of the United States. Income limits are adjusted for the family size and provided annually by HUD.

1. Estimating Income

The applicant’s annual income shall be determined by estimating the anticipated total income from all sources to be received by the head of household, spouse, and additional members of the family over the next 12 months based on income verified for the previous 12 months. Anticipated changes for the coming year, such as the recent loss or attainment of a job, shall be taken into account.

2. Income Verifications

In order to determine the data upon which determination of eligibility, selection, preference, and rents/payments to be charged are accurate, such data must be verified before the family is provided assistance. The preferred method of verification shall be written verification by a third party. The Housing Department may also allow the applicant to submit relevant information provided that the submission contains a notarized statement, certification, or affidavit signed by the applicant, and stating that the information submitted is true and accurate.

Complete and accurate verification records, consisting of, but not limited to the following, are to be maintained by the Housing Department:

- a. Letters or statements from employers and other pertinent sources giving authoritative information concerning all amounts of income such as an employee Federal W-2 form.
- b. Copies of documents in the applicant's possession which substantiates his or her statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff who viewed them.
- c. Certified statements and summary data from bank accounts from self-employed persons and persons whose earnings are irregular, such as salespersons, restaurant workers, etc., setting forth gross receipts itemized expenses and net income.
- d. Memoranda of verification of data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.

3. Non-Low-Income Families

a. *Ten Percent Non-Low-Income*

Upon the recommendation of the Housing Committee and the approval of the Business Committee, the tribe may use up to 10 percent of the planned IHBG expenditures for the year for families with incomes that fall between 80 percent and 100 percent of the median income. This can be done without HUD approval if it is determined that the need for housing cannot be met without IHBG assistance. This exception to the low-income requirement is called the "10 percent authority".

Assistance made available to families whose incomes fall within 80 to 100 percent of the median must be included as a separate program within the Indian Housing Plan. Non-low-income families assisted under this provision may receive the same type of benefits as low-income families; however the dollar amount of benefits and assistance must be reduced. Non-low-income families must pay more or receive less assistance for benefits such as rent or down payment assistance or other benefits.

b. *Essential Families*

Upon the recommendation of the Housing Committee and the approval of the Business Committee, a non-low-income family may receive IHBG assistance from the tribe if it is determined that the presence of the family is essential to the well-being of the tribe and the need for housing cannot be met without IHBG assistance. Examples of essential families include teachers, health care providers, and other professionals whose services are needed in the community.

Families assisted under this provision can receive the same amount of benefits as low-income families, and they do not count as non-low-income families for the purposes of the 10 percent authority even though HUD approval is not required.

(1) **Determining Housing Need:**

To determine if a housing need exists, the tribe will consider the following factors.

(a) **Inadequate housing.**

Such housing includes substandard and overcrowded housing. For the purposes of this Notice, inadequate housing is defined as housing that: (1) is not safe; (2) is not in a physically sound condition with all systems performing the intended design functions; or, (3) does not provide adequate space and privacy for all intended household members.

(b) **Temporary housing and homelessness.**

Families living in temporary housing such as emergency shelters or transitional housing, or in a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings.

(c) **Cost burden.**

When a family pays over 50 percent of its gross income for housing (including utilities) due to the lack of more affordable housing, it can be determined that there is a housing need or a need for housing that is more affordable.

(2) **Determining Need for IHBG Assistance:**

Once the need for housing is established, the next step is to determine if the non-low-income family could secure adequate housing without IHBG assistance: The following information will be considered when making this determination.

(a) **Rental and homeowner housing.**

In cases where a family is living in inadequate rental housing, the tribe should determine if the family could find adequate rental housing without requiring IHBG assistance.

(b) Income and assets.

It should be determined if the family has sufficient income and/or assets that would enable it to obtain adequate housing (which may mean rental housing) without IHBG assistance.

(c) Private and governmental programs.

In cases involving homeownership, the tribe should determine if the family could qualify for a conventional or government backed mortgage, (for example, HUD's Section 184 Loan Guarantees for Indian Housing program, Federal Housing Administration, Veterans Administration, U.S. Department of Agriculture, Rural Development, or local or state programs).

For a family who could qualify for a mortgage, but was rejected due to credit problems, the tribe should consider if the family would be able to meet program requirements including repayment, if applicable.

(d) Housing market/location conditions.

It should be determined whether there are sufficient number of affordable units on the market that would allow the family to find an adequate unit without IHBG assistance. The tribe may consider the availability of housing and the location when determining if the housing need can be met without IHBG assistance.

(e) Overcrowded conditions.

In cases of overcrowded conditions, the tribe should review the overcrowded conditions and consider if the family or families have adequate resources to alleviate the overcrowded conditions without IHBG assistance.

If the tribe determines that a family seeking IHBG assistance does not have a legitimate housing need, the tribe should notify the family in writing of the reasons the family is not eligible to receive assistance.

(3) Documenting Need:

Documentation demonstrating need must be maintained by the tribe at all times while families are receiving assistance.

The tribe must carefully document their determination of housing need for non-low income families and the reasons the housing need cannot reasonably be met without IHBG assistance must also be documented. Because housing need and the inability to secure housing without IHBG assistance can occur due to a variety of different circumstances, the type of documentation required will vary depending on the situation. The tribe should consider the documentation listed below and determine, based on the circumstances of the non-low-income family, the type(s) of documentation that would best support its determinations.

- Property inspections (completed by the tribe or other reliable sources); code violation letters from a local government citing unsafe conditions; family information including size and the number, age, and gender of children living in the home.
- A statement from a temporary housing facility stating that the family has been residing at the facility because they have no other reasonable alternative. For homeless families, the lack of any information indicating that the family has adequate housing along with an explanation from the family stating why they do not have adequate housing would be sufficient documentation.
- A statement signed by the head of household explaining why the family has a housing need that cannot be met without assistance. The statement should specify the reasons why a housing need exists and the steps that the family has taken to secure housing without assistance. The family should provide the tribe with verification to support its statement. Copies of tax returns, payroll stubs, rent receipts, utility receipts or canceled checks, etc. Third party verifications can be used to confirm information provided by the family.
- Rejection letters from financial institutions or landlords.
- Letters from state, local, or federal agencies stating that the family does not qualify for housing programs or that there are no programs available.
- Notes including names and phone numbers of persons the family has contacted in an attempt to secure housing.

c. Law Enforcement Families

The tribe may provide housing or housing assistance for law enforcement officers on an Indian reservation or other Indian areas without HUD approval. The following three criteria must be met:

- The officer must be employed on a full-time basis by the Federal Government or a state, county, or other unit of local government, or lawfully recognized tribal government;
- The officer, in implementing such full-time employment, must be sworn to uphold, and make arrests for, violations of Federal, state, county, or tribal law; and
- The tribe determines that the presence of the law enforcement officer on the Indian reservation or other Indian area may deter crime.

Law enforcement officers assisted under this provision can receive the same amount of benefits as low-income families and they do not count toward the 10 percent authority.

C. Additional Criteria and Eligibility

Prior to the final eligibility determination and provision of housing or services, the applicant must meet the following additional eligibility criteria:

- a. The applicant must not have previously participated in a HUD- or tribal-assisted program and abandoned the dwelling or unit or left the program out of compliance for any reason, including vacating a housing unit during the term of the Lease Agreement.
- b. The applicant must not have exhibited a record of past performance and behavior that includes destruction of property or other activities that endangered or were detrimental to other residents.
- c. The screening process for all applicants shall include a thorough criminal background check. Applicant families found to have one or more members who have been convicted of drug-related criminal behavior, violent criminal behavior, or sexual criminal behavior may not be admitted, depending on the seriousness of the offense, the time since the offense, and the rehabilitation efforts that have been made since committing the offense. The final determination of suitability shall be made by the Executive Director upon the recommendation of the Housing Director.
- d. A Family's failure to pay all outstanding obligations after removal or vacation of a tribally-owned housing unit shall result in a loss of eligibility for all services or benefits offered by the Tribal Housing Program for a period two (2) years. One year after date of tenant's removal or vacation of the premises, tenant may petition the Housing Department for

reinstatement and eligibility for any and all programs offered by the Tribe. Reinstatement and eligibility shall be conditioned upon tenant paying any and ALL outstanding delinquent account balances.

IV. Selection Procedures and Requirements

A. General Provision

The Housing Department shall select eligible applicants from the waiting lists for rental, home ownership, housing improvements and other housing programs.

B. Order of Selection

Eligible applicants shall be selected according to date and time of their application and specific housing requirements. For rental and homebuyer programs, the waiting lists shall be maintained by bedroom size, with families listed by date and time of application. If a vacancy occurs for a bedroom size that has no applicants, the list for the next smaller bedroom size shall be served by date and time of application.

C. Final Screening of Applicants

Applicants selected for housing assistance must be approved by the Housing Committee based on the recommendation of the Executive Director. Prior to providing housing assistance of any kind, the Hoh Tribe shall conduct a thorough screening and application verification process to determine suitability for admission. Applicants found ineligible either by the Housing Committee or the Executive Director shall have the right to appeal the decision to the next highest authority per the appeal process in this policy.

If an applicant is determined to be unsuitable for admission, a written notice of the determination and the grounds for the determination shall promptly be sent to the applicant. The notice shall advise the applicant(s) of their right to file an appeal. The appeal shall be according to the appeal process contained in this policy.

D. Notification of Selected Applicants

Promptly after an applicant has completed the screening process and been determined to be suitable for admission, the applicant shall be notified of their selection. The notification shall include, but is not limited to the following:

1. A Statement that the family has been selected for the participation in the rental, home ownership, housing improvement, and other housing programs managed by the Housing Department.
2. A statement that the family may be required to participate in counseling or training sessions prior to occupancy.
3. A statement that a homebuyer agreement, contract, lease, or other Agreement shall need to be executed before the family can receive

assistance. This Agreement shall include a statement of the affordability period requirements, if applicable.

4. A statement that admission and contract execution is subject to a final income and eligibility verification.
5. The address, location, legal description, unit number, or type of service to be received (amount of assistance).
6. A statement that the family has 10 business days in which to respond to the notice, either by accepting or rejecting the services, assistance or unit offered.
7. A statement that failure to respond within 10 business days shall be regarded as a rejection of the offer.
8. A statement that a rejection of the offer shall result in the family receiving a new date (date of formal rejection) and that their application shall be placed at the bottom of their priority group on the waiting list.
9. A statement that the notice is not a contract and does not obligate the tribe to provide services in any way.

E. Occupancy Guidelines

In order to prevent overcrowded conditions and wasted space, whenever possible homes shall be assigned in accordance with the following schedule. The tribe may make exceptions due to unusual circumstances. Factors to be considered include age and sex of children, potential changes in family composition, and availability of unit sizes.

BEDROOMS	MINIMUM PERSONS	MAXIMUM PERSONS
1 BR	1	3
2 BR	2	5
3 BR	3	7
4 BR	4	9
5 BR	5	11

V. Agreements and Rules of Occupancy

A. Execution of the Agreement

Prior to occupancy of a unit, the tenant/homebuyer/participant shall execute an agreement with the Tribe. This agreement is a legal document which describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The head of the household and spouse shall sign the agreement and the Executive Director shall sign on behalf of the Tribe. The family shall be provided with a copy of the signed Agreement.

1. Changes, Modifications, and Amendments

During the term of the Agreement, any modifications initiated either by the tribe or the family, shall be made according to the terms of the Agreement. As a result of changes in program requirements, or to improve the administration of the program, the Housing Department may revise or adopt policies which affect the homebuyer's obligations and requirements under the agreement. Such changes may require a modification of the Agreement between the family and the tribe. A family's unwillingness to accept the modification may result in termination from the program.

2. Termination of Agreement/Assistance

The Housing Department or the family may terminate the Agreement and or Assistance in accordance with the termination provisions contained in the Agreement. A failure by the family to comply with any of the requirements, obligation, or duties outlined in the Agreement shall be grounds for termination. The Housing Department shall issue a Notice of Breach to the family promptly after the occurrence of such a breach, notify the family of grievance procedures, and state the action required by the family to correct the breach. If the breach is not corrected to the satisfaction of the Housing Department, a Notice of Termination shall be issued. The Notice of Termination shall be in accordance with the terms and conditions of the Agreement.

Certain actions by the participant family may result in immediate termination or assistance with no recourse by the family. These actions may include, but are not limited to, conviction of a violent, drug-related, or sexual crime, threatening an employee of the tribe, or giving false information required by the program.

3. Determination of Abandoned Unit

If there is evidence a home has been unoccupied for a period of 45 business days or more without notification to the Housing Department, and the housing payment has not been made, the home may be determined to be abandoned and in breach of the Agreement. The family shall be notified in writing of this breach, and be given fifteen (15) business days

to contact the Housing Department. If the family fails to respond, and no housing payments have been made, the Agreement may be terminated and personal possessions may be removed and stored at the family's expense. The family shall be notified of the action taken, and the location of the property, and that the family has thirty (30) days to claim the possessions and pay the storage fees, and that failure to do so may result in disposal of the property.

B. Guidelines and Rules of Occupants

1. Principal Residency Requirement

As a condition of occupancy families are required to use the home as a principal residence. The family may own other properties, however any income from those properties shall be included in calculation Annual Income. Homes used exclusively for cultural purposes shall be an exception to this requirement.

2. Requirement to List Occupants

All homebuyers and tenants are required to list all occupants of the unit or home on the family's admission form/record/application for continued occupancy. Any visitors who remain for an extended period of fifteen calendar days in any thirty-day period are subject to inclusion on the family's official record, unless their inclusion results in an overcrowded situation. If the home becomes overcrowded due to unauthorized residents, the Agreement may be terminated.

3. Damage to Property

Homebuyers and tenants shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and tribally-owned property. The head of the household and spouse are responsible for the actions of all family members and guests residing in or visiting their housing units.

4. Public Disturbance

Homebuyers and tenants shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community. The Housing Department shall maintain a record of all official reports by law enforcement of public disturbances. Filing of repeated public disturbance reports by law enforcement may result in termination of the Agreement.

5. Responsibility to Provide Utilities

It is the responsibility of the homebuyer or tenants to provide utilities as specified in the Agreement.

6. Maintenance and Appearance of the Home and Property

The homebuyer/resident shall provide all maintenance and basic upkeep of the home as required in the Agreement, keeping it in an acceptable condition and free from trash, clutter, and debris (including old or junk cars and old motor home/trailers, boats and fishing nets/gear) Nets and fishing gear must be kept clean and in an orderly manner and must not pose a safety or health hazard to the community.

The Tribe shall monitor the condition of the unit through periodic on-site and drive-by inspections. All vehicles must be operable and must have a valid license plate and tabs or they will be considered junk cars and the family shall be required to remove them from the property or pay any resulting towing and storage fees.

Tenants must properly dispose of their garbage by obtaining commercial garbage service if required in the Agreement, or by hauling to a licensed refuse facility. Garbage shall not be allowed to accumulate on the grounds. Garbage shall not be stored outside in plastic garbage bags. When garbage is observed accumulating around a residence, the Housing Department will advise the tenant to properly dispose of the garbage. Tenants will have 10 business days to comply or risk termination of their Agreement.

7. Pet/Animal Control

All homebuyers and renters shall remain in compliance with the local animal control policies and ordinances. Tenants and homebuyers shall comply with the all pet restrictions contained in the Agreement, which may or may not allow one or more pets. If allowed, the Agreement may require the payment of a pet deposit and/or additional fees. Service animals owned by families with persons with disabilities or elderly family members will be given special consideration.

If at any time the Housing Department determines an allowed pet (including service animals) is creating an unsafe or unsanitary condition for the unit or the grounds, the family shall be required to remove the pet from the premises. Certain breeds determined to be unacceptable by the Housing Department shall not be allowed in rental units or grounds. The Agreement may also require that dogs be neutered or spayed.

If allowed by the Agreement, all dogs shall be on a leash or secured in a fenced area. Under no condition shall families be allowed to keep cats or dogs for breeding purposes. Animals determined to be suffering due to illness or neglect will be removed and euthanized by the tribe or local authorities.

The family shall be notified and given sufficient time to comply with the Agreement and/or this policy with respect to pet ownership. Failure to

comply within the time specified in the notice may result appropriate action by local agencies and termination of the Agreement.

C. Housing Payments

1. Monthly payments are calculated and due according to the Agreement and the Tribal Collection policy.

2. Suspension of Payments

The Housing Department may suspend the required monthly payments/rent for a specified period of time due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the unit/house. The homebuyer/resident may request the suspension of payments/rent and the Housing Department shall approve/disapprove the request and notify the homebuyer/resident in writing of the determination.

3. Utility Allowances (optional)

- a. *Calculation*

Depending on the requirements of the program and the terms of the Agreement, a monthly allowance for utility costs may be deducted from the housing payments. The utility allowances are calculated by the Housing Department by surveying actual utility costs for the location of the assisted housing units.

- b. *Notice of Adjustment*

If the tribe determines that an adjustment in the utility allowances is to be made, the affected families shall be given written notice of the adjustment not less than 60 days prior to the effective date of the adjustment.

- c. *Effective Date of Change*

The tribe will make every effort to make the effective date of the adjustment the first day of the month. In the event that the effective date of the adjustment is not the first Day of the month, the effective date of change with respect to rent/payments will be the first day of the month immediately following the effective date of the adjustment. If the effective date of adjustment is the first day of the month, then the effective date of change for rent/payment calculations will be the same day.

D. Insurance

The Housing Department shall provide required insurance on all tribally-owned housing structures including fire and extended coverage. The homebuyer or resident will have to secure their own insurance for personal property and contents. It is the home buyer's and renter's responsibility to report all damages to the units so claims can be processed in a timely manner.

VI. Certification

A. Annual Re-certification

Families living in Rental Housing are required to re-certify income on an annual basis. All information required for re-certification shall be provided to the Housing Department by renters annually, upon request of the Housing Department. To the maximum extent possible recertification will be completed in conjunction with the annual inspection. Recertification includes verifying information needed to determine rent payments and other vital information concerning the family's composition. The tribe shall notify the resident of the need to re-certify and set a date/time for the re-certification.

After the annual re-certification process is completed an adjustment in rent amount will be made effective the first of the second month after the re-certification is signed for rental payment increases. If the rental payment decreases it shall be effective the first of the following month.

1. Submission of Application for Continued Occupancy

At the time of the required re-certification, the tenant shall be required to submit an application for continued occupancy, on a Housing Department prescribed form. The completed application and any attachments shall be signed by the resident.

2. Notice of Changes

Within ten (10) (at the discretion of the tribe) days of the completed re-certification process, the resident shall be informed in writing of any changes in the required monthly payment and the effective date of these changes.

3. Failure to Comply or Properly Report Information Required

If a resident fails to provide information or provides false information for a required re-certification, it is considered a breach of the lease and is grounds for termination of the agreement. Providing false information to the tribe may be considered fraud, which is a crime punishable by law. If a resident fails to respond to the letter requesting re-certification information, a written notice will be sent out with a deadline for the submission of information. If the resident fails to meet the deadline, the tribe shall notify the resident of the breach of the agreement and proceed with the evictions procedures outlined in the agreement and the Tribal Collection and Eviction Policy.

B. Interim Re-certification

A homebuyer or renter may voluntarily request re-certification of income and/or re-certification if they feel the circumstances have occurred which would affect the monthly required payment/rent. The tribe will process these requests on a first-come, first served basis. The Housing Department may also request re-

certification of income for homebuyers and tenants at any time if there is information received that the family's income or family composition may have changed.

1. **Income and Payment/rent Presumed if Family Fails to Provide Information**

If the homebuyer/resident fails to provide updated information within 15 business days of date of request, the Housing Department shall proceed with termination of the Agreement, according to the terms of the Agreement.

2. **Other Required Information**

The homebuyer/renter may be required to submit additional information at the time of the re-certification, if the Housing Department deems it necessary to complete the family's records or to assist in determining income and payments/rents. Information which may be required includes, but is not limited to, identification documentation for new family members/occupants, divorce decrees, and receipts for various expenses.

3. **Special Circumstances**

If it is impossible to determine a family's actual income due to unstable conditions such as fluctuating or sporadic employment and income, the Housing Department may set a date for an interim re-certification, at which time the family's economic condition is likely to be more stable. The Housing Department may use alternative methods of calculating annual income in cases where an accurate estimate of income cannot be arrived at or computed.

C. **Adjustments Due to Errors**

If the Housing Department made an error in calculating a homebuyer's/renter's payment/rent which was subsequently discovered by either the tribe or the resident, a retroactive adjustment shall be made to the effective date of the change if the change results in a decrease in the monthly payment. If the change results in an increase in the monthly payment, the change shall be effective the first of the following month in which the error was discovered.

Errors which are caused by the home buyer/resident shall always be effective the first of the month following the month the error was discovered. If the tribe finds evidence that the errors were committed willfully in an effort to receive a reduced payment/rent, the Housing Department may terminate the Agreement.

VII. **Maintenance Policy**

A. **Purpose of Policy**

The primary objective of this policy shall be to provide and maintain a safe and healthy environment for the families living in tribally-owned housing, both rental

and homebuyer. The maintenance of housing units shall be performed in compliance with applicable housing codes and quality standards.

B. Responsibility of the Housing Department

1. Rental Units

The Housing Department shall be responsible for maintaining rental units in a safe condition by performing regular inspections, preventive maintenance, conducting all necessary repairs and ensuring the productive and useful life of the units. The Housing Department will coordinate and maintain standards for customer service through communication and publication of its policy to the rental occupants.

2. Homebuyer Units

If there are conditions found that affect the health and safety of the family, or if not repaired will affect the structural condition of the housing unit, and the family refuses or cannot pay to have the repairs done, the Housing Department may perform the repairs and charge the families for their cost.

C. Responsibility of the Family

1. Rental Units

The tenant is obligated to the terms of the lease agreement including maintaining the housing unit in good condition and appearance through proper housekeeping and ensuring continuous service of utilities (water, electricity, and/or gas). This responsibility includes the landscape/grounds of the unit, the proper care for pets, and helping to maintain a peaceful neighborhood. Tenants will not neglect or damage assigned housing units. Tenants are responsible for paying for all repairs due to tenant-caused damages.

2. Homebuyer Units

Homebuyers are responsible for all maintenance of their homes except for warranty items.

D. Types of Maintenance

1. Preventive Maintenance (Rental Units)

Based on the analysis of new construction and inspections of units under management, preventive and routine maintenance of rental units shall be provided to minimize the need for costly maintenance at some future time. The Housing Department in conjunction with the Public Works Division will annually plan the service schedule for coolers, furnaces, fire extinguishers, smoke alarms, water heaters, water/gas line inspections, weatherization items or corrections to the dwelling units or grounds. Efficient and effective implementation of the preventive maintenance plan shall be required by Housing Department.

In the stocking of materials, equipment, and supplies, the Housing Department will utilize the Tribal Procurement Policy. In accordance with audit requirements, the Housing Department in conjunction with the Public Works Division will conduct an annual physical inventory. These procedures shall be part of the routine maintenance scheduling.

2. New Construction

During the construction of new units, the Housing Department may assign maintenance staff to inspect the various phases of construction including the schematic review. The purpose is to standardize equipment and parts so the maintenance program monitors the warranty and maintains stock for replacement and/or repairs. This will assist the Maintenance Program in maintaining as-built specifications and drawings for future reference.

3. Emergency Maintenance

Public Works staff will be assigned to serve on standby status to respond to emergency calls by families. Such calls may be for broken windows, broken water lines, power outages, and furnace problems during winter, sewer backups, or other emergencies threatening the health and safety of the families.

4. Landscaping and Grounds Maintenance

All families shall be responsible for cleaning the surrounding grounds of their unit. Weeds and other rubbish will not be allowed to accumulate. Inoperable junk cars will not be permitted on the grounds. Any landscaping shrubs, trees, lawns and other plants shall be the responsibility of the families to maintain, by performing tasks such as watering, pruning mowing, and other works.

5. Pest Control Service

All rental units shall be treated for pest control as part of routine maintenance service. Pest control treatment shall be scheduled and tenants informed 14 days prior to services. If the units are badly infested, tenants may be required to relocate or participate in preventive training. During the Routine inspection Maintenance will note the need for additional attention. Any need to temporarily remove furniture, plants, food, or pet shall be the responsibility of the tenant. Failure to comply is a breach of Agreement.

E. Non-Routine Maintenance

1. Damaged Units/Emergency

If a unit is extensively damaged at no fault of the family, the Housing Department or other appropriate designee will relocate the family and immediately schedule the unit for repairs. Such damages may occur as a result of fire, floods, wind, damages by vehicles, explosions, storms, or other uncontrollable situation. The Public Works Department will

determine the safety factor of the damage and take appropriate protective action. If the damages are determined to be by the fault of the family, the Housing Department will decide on the appropriate charges and may initiate Agreement termination process.

2. Insurance Claims

The Housing Department shall be responsible for filing all insurance claims that are covered by insurance. Insurance provided by the tribe only covers the housing structure. Families are responsible for securing personal property insurance. Families should contact the Housing Department to see if the tribe's insurance carrier provides personal property at a reduced cost. If so, the family is responsible for securing and paying for this insurance. It is the responsibility of the family to notify the Housing Department of any damage that could result in an insurance claim.

3. Renovations

The Housing Department in conjunction with the Public Works Division shall maintain major renovation schedules. This may include roof repairs, replacement of floors and tiles, gas or electric conversions, installations of new tubs, sink basins, plumbing fixtures, kitchen cabinet replacements, or other major work. Tenants shall be provided 30 days advance notification of any planned renovation and possible relocation.

4. Structural Changes

The Housing Department may change the structure of a rental unit if extensive work or major renovation is already planned or if it determines that the structural changes would be beneficial to the Tribal Housing program (e.g. disabled accessibility improvements, redesign of floor plan for practical purposes). Only homebuyers may, upon prior approval, make structural changes to their units.

F. Inspections

1. Routine Inspections

At least annually, the Housing Department will conduct inspections to determine the conditions of all tribally-owned housing units. Inspections may be scheduled more often for new move-ins or if there are maintenance problems discovered. Families shall be given 14 days' notice of scheduled inspections. Following the inspection, the Housing Department staff will meet with the tenant to review the findings and establish a plan for repairs.

If the unit is damaged due to negligence and determined to be unsafe and unsanitary for continued occupancy, the Housing Department may require counseling for the family in accordance with the Housing Policies and Procedures, as well as additional inspections. If major repairs are necessary and to be charged to the family, the cost estimate and proposed

payment plan shall be discussed and settled prior to commencement of work.

2. **Unscheduled Inspections**

In the event of an emergency situation or in the event that the Housing Department has good cause to view a unit, unscheduled maintenance inspections may be conducted. Families may not receive advance notification in such cases. This may include coordination with the Law Enforcement, Child Protective Services, Social Services, or other agencies that will have obtained approval from the Housing Department for an unscheduled inspection.

3. **Move-In and Move-Out Inspections**

Once a family has been selected and assigned to a unit, a move-in inspection shall be scheduled. The Housing Department and family shall sign the inspection report, which lists all deficiencies.

Move-out inspections shall be conducted jointly by the Housing Department and the Public Works Department. Repairs needed that are not normal wear and tear shall be charged to the family moving out. The Public Works Department will coordinate any renovation work required before the unit is reassigned. If the unit is abandoned, the cost to put the unit in good condition shall be charged to the account of the family. Any amounts due shall constitute a debt to the Tribe and garnished from per capita payments at a rate of 25% of the family's per capita until the debt is paid in full.

4. **Missed Inspections**

Families are responsible for keeping appointments or notifying the Housing Department before the scheduled inspection to reschedule. Continued failure to be present at inspections may result in termination of the Agreement.

G. **Work Order Procedure**

1. **Work Orders**

The Housing Department shall initiate all required maintenance by an approved work order. If there is repair work to be done for which the family is not responsible per the Agreement, a family may request a work order in person or by phone and provide the following information: project number, unit number, name of head of household, and description of the work to be performed. The Housing Director will determine whether or not the family is responsible to pay for the work to be done. The Public Works Department will determine the type of the work order (emergency or routine), approve the request and assign appropriate staff to conduct repairs or initiate appropriate contracts. Emergencies shall be determined by the condition that may threaten the life, safety, or health of the occupants or severely affect the immediate premises of the unit. Assigned

Maintenance staff will report the labor hours plus materials used on the forms provided.

2. Charges

The Housing Department will charge for all work orders that are determined to be the fault of the tenant. Such charges will include both labor and material. At the request of the tenant, estimates may be provided. The tenant shall be responsible for payment of the work order. Normal wear and tear of rental units will not be charged to the tenant. A schedule of charges shall be posted at the Housing Department and provided to the tenant upon request.

Work will be performed by appointment. Tenants are responsible for keeping appointments or notifying the Housing Department or the Public Works Division before the scheduled appointment time to reschedule. Continued failure to keep appointments and allow the work to be done may result in termination of the Agreement.

H. Demolition of Units

As a last alternative, the Public Works Division or the Housing Department may recommend demolition/destruction of unit(s) if the unit(s) are unsafe and if demolition/destruction is in the best interest of the Tribal Housing program. Factors for determining unsafe conditions may include, but are not limited to, foundation problems, asbestos materials, radiation contamination, lead poisoning, chemical contamination due to drug manufacturing or use, or other infectious bacteria related contamination or flood plain area. The Public Works Utilities Commission or other appropriate designee will review all recommendation for demolition. The Housing Committee will review all recommendation for demolition and make a formal recommendation to Hoh Business Committee. Hoh Business Committee must approve the demolition of any unit.

VIII. Collection Policy

A. Purpose and Applicability

1. Purpose

The purpose of the Collections Policy is to inform tenants of the process for collecting rents. The goal of this policy is to collect the amounts owed to the Hoh Tribe Housing Department in order to ensure the constitution of adequate housing serviced while providing for the safety and well-being of tenants/homebuyers and promoting fairness and due process.

2. Applicability

This policy shall apply to tenants of the Hoh Tribe Housing program that have entered into a rental or home ownership contract, or have made any other financial obligation to the Tribe's Housing program.

B. Definitions

Definition of any terms contained herein shall be consistent with the Hoh Tribe's Law and Order Code.

C. The Collection Process

1. Amount of Required Monthly Payment

The amount of required monthly payment shall be determined at the initial admission and occupancy as stipulated in the lease or home ownership agreement. Payments will be adjusted according to the terms of the lease, home-ownership agreement, or other program requirements.

2. Statements

When monthly statements are required, statements reflecting individual tenant accounts will be mailed by the tribe's Finance Department to tenants between the 25th and 30th of each month. The statement will reflect the tenant's outstanding balance and the payment due for the month. A reminder will be affixed to all statements with an overdue balance.

3. Payments

All payments for housing services shall be made to the:

Hoh Housing Department
PO Box 2196
2269 Lower Hoh Road
Forks, WA 98331

The Housing Department's hours are Monday through Friday 8:00 to 4:00 P.M. There will be exceptions for recognized holidays. Checks should be payable to Hoh Tribe.

The tribe will apply all payments to the oldest portion of any outstanding balance.

4. Due Date

Payments are due and payable on or before the 20th day of the month. In the event the 20th falls on a weekend or recognized holiday, payment is due by close of the first business day following the 20th of the month. Rent is considered delinquent 5 days after the due date.

5. Late Fees

If payment is not received by the 25th of the month or if the 25th falls on a weekend or recognized holiday, the first business day following the 25th, a late fee will be automatically added to the individual's account. The late fee is \$15.00.

6. Partial Payment

The tribe will apply any partial payment to the oldest portion of the outstanding account balance.

7. Notice of Termination

Once any portion of the family's account becomes three months overdue, the family will be served personally, if possible, and by certified mail if not, with a Notice of Termination. The family's rental, lease purchase or home ownership agreement shall be subject to termination unless the family appears before the Housing Committee and show cause as to why their agreement should not be terminated. Date and time of the meeting with the Housing Committee shall be contained in the Notice to Terminate. Failure to appear at the meeting with the Housing Committee will be immediate termination. No further meetings will result in scheduled and termination action will proceed.

D. Legal Proceedings

1. Notice to Quit

When directed by the Housing Committee, the Housing Department shall request the attorney to issue a Notice to Quit in accordance with the Tribal Law and Order Code. The family shall be informed of the reason for action and the need to remove personal property from the premises. A copy of the Notice of Termination, the Notice to Quit and the terminated occupancy contract shall be filed in accordance with Tribal Law and Order Code. After the Notice to Quit is issued, the Housing Department may only accept full payment of the outstanding balance on account to allow continued occupancy.

2. Court Proceedings

On the first business day following expiration of the Notice of Termination, the Housing Department shall contact the appropriate attorneys to follow through with all eviction proceedings. All documents involved in the case will be revealed to the attorney; homebuyer/renter lease of agreement, account ledger, letters and other notices sent to the family regarding non-payment.

E. End of Occupancy

1. Collection of Delinquent Accounts

If the family is removed or vacates the premises any time following the Notice of Termination, and if a family continues to have a delinquent account balance, the Housing Department shall refer the matter to the Hoh Tribal Court and seek judgment for the overdue account. After the removal or vacation of the premises, any equity balance shall first be applied towards the delinquent account, and the remaining equity account balance, if any, shall be refunded to the family. Any amounts still due

shall constitute a debt to the Tribe and garnished from per capita payments at a rate of 25% of the family's per capita until the debt is paid in full.

2. Interest

After removal or vacation of the premises, any unpaid balance on a family's account shall be charged compound interest at the rate of 12% annum.

3. Collection Efforts

The Housing Department shall make every attempt to collect unpaid accounts using every legal means available. The Housing Department shall report to the Housing Committee on their efforts to collect unpaid accounts.

4. Video Taping or Taking Pictures Premises

Once a family is removed or vacates the premises, the Housing Department will video tape or take photos of the condition of the housing unit. The video/pictures will be retained in the family's file indefinitely. If the family has abandoned personal property, video/pictures shall be taken and retained in the family's file indefinitely.

5. Removal of Personal Property

It is the responsibility of the evicted family to remove all personal property from the unit. However, if the family cannot be located and efforts to reach said family is recorded, the Housing Department shall remove the personal property and dispose of it consistent with the terms of the Hoh Tribe Law and Order Code.

IX. Appeal of Housing Department Decisions

Any individual may appeal a decision made by the Housing Department if they feel that policies were not properly followed or applied.

A. Appeal Step One

Any individual receiving services under the Tribal Housing Program may appeal any Housing Department decision. The applicant may submit an appeal in writing to the Housing Department within 10 business days of the date of the decision. Within 10 business days of the receipt of an appeal request, the Housing Department shall set a meeting time for the appellant to meet with the Executive Director. The appellant shall be given the opportunity to produce evidence, clarify information, and/or ask questions regarding the decision. The Executive Director shall provide a written decision by certified mail within ten (10) days.

B. Appeal Step Two:

If the appeal is denied by the Executive Director, the appellant may request a review of the appeal by the Housing Committee within 10 business days of denial of the appeal.

1. Housing Committee Considerations and Tenants Rights

The Housing Department shall make every reasonable effort to notify residents and applicants of time and date of their hearing. The Housing Committee shall consider all appropriate information offered by the Housing Department and the family. Families may have one personal representative present and may request relevant Tribal staff to appear to provide appropriate information.

2. Housing Committee Actions

The Housing Committee actions are limited to one or more of the following actions:

1. In the cases of Termination of an Agreement, direct the Housing Department to issue Notice to Quit and a demand for full payment, if applicable.
2. Direct the Housing Department to enter into a Continued Occupancy Agreement with the tenant. The Continued Occupancy Agreement is limited to one or more of the following actions:
 - a. A plan to bring the tenant into compliance within 60 days;
 - b. Conversion of the housing unit from a MHU to a rental.

Continued Occupancy Agreements shall have a specific start and end date. The Agreement shall clearly state that the failure of the tenant to comply with all the terms of the agreement shall result in termination without any further notice of appeal. The Housing Hearing Board will review all outstanding Continued Occupancy Agreements on a monthly basis. The Board's determination that a tenant has failed to fulfill any provision of the Continued Occupancy Agreement shall result in the immediate issuance of a Notice to Quit.

3. Based on a finding the tenant is in full compliance with the rental, lease purchase or home ownership agreement, strike the Notice to Terminate.
4. If the hearing is related to a determination of ineligibility:
 - a. Uphold the decision and declare the applicant ineligible, or
 - b. Overturn the decision and direct the Housing Department to place the family on the waiting list.
5. For good cause, defer a decision for no more than 30 days.

The Board's decision shall be in writing and personally served upon tenant within ten (10) days.

X. Special Requirements – NAHASDA Program

A. Indian Housing Plan

1. Indian Housing Plans are due to HUD's Area Office of Native American Programs seventy-five (75) days before the start of each program year. If the tribe submits a single IHP that covers two or more tribes, the IHP must contain a separate certification from each tribe. The tribe may submit amendments of its IHP to HUD. Tribal approval of an amendment may be required depending on the language of the tribe's resolution appointing the tribe as its TDHE. The tribe should amend its IHP each year to claim the IHBG funds of tribes that failed to act prior to September 15 as required by 24 C.F.R. 1000.327.
2. Under 24 C.F.R. 1000.234, HUD's disapproval of an IHP or any modification thereto may be appealed within 30 days of receipt of HUD's decision. The tribe may submit a written request for reconsideration to which HUD must respond within 21 days. The tribe may appeal any denial of reconsideration to the Assistant Secretary of HUD within 21 days. The Assistant Secretary will issue a final agency decision within 21 days of receipt of the appeal.

B. Affordable Housing Activities

The tribe and sub-recipients shall use IHBG funds only for affordable housing activities as defined in Title II of NAHASDA. IHBG funds may be used as matching funds to obtain and leverage funding, including any federal or state program, and still be considered an affordable housing activity. Affordable housing activities are activities to develop or support affordable housing for rental or homeownership, or to provide housing services with respect to affordable housing through the following activities:

1. Indian Housing Assistance

The provision of modernization or operating assistance for housing previously developed or operated pursuant to a contract with HUD.

2. Development

The acquisition, new construction, reconstruction, or moderate or substantial rehabilitation of affordable housing, which may include real property acquisition, site improvement, development of utilities and utility services, conversion, demolition, financing, administration and planning, and other related activities. The tribe shall adhere to the requirements of 24 C.F.R. 1000.156 on the per unit limit on the amount of IHBG funds that may be used for dwelling construction and dwelling equipment.

3. Housing Services

The provision of housing-related services for affordable housing, such as housing counseling in connection with rental or homeownership assistance, establishment and support of resident organizations and resident management corporations, energy auditing, activities related to

the provision of self-sufficiency and other services, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in other housing activities assisted with IHBG funds.

4. Housing Management Services

The provision of management services for affordable housing, including preparation of work specifications, loan processing, inspections, tenant selection, management of tenant-based rental assistance, and management of affordable housing projects.

5. Crime Prevention and Safety Activities

The provision of safety, security, and law enforcement measures and activities appropriate to protect residents of affordable housing from crime.

6. Model Activities

Housing activities under model programs that are designed to carry out the purposes of NAHASDA and are specifically approved by HUD as appropriate for such purpose.

C. Current Assisted Stock

Current Assisted Stock consists of housing units owned or operated pursuant to the 1937 Act. This includes all low rent, Mutual Help housing units under management as of September 30, 1997. The tribe may demolish or dispose of current assisted stock only as provided in 24 C.F.R. 1000.134.

D. Insurance

The tribe shall purchase insurance for all housing units owned or operated by it in adequate amounts to indemnify it against loss from fire, weather, and liability claims. The tribe and sub-recipients are not required to provide insurance on units assisted by grants to families for privately owned housing if there is no risk of loss or exposure to the tribe or the sub-recipient, or if the assistance is in an amount less than \$5,000, unless the family is required to repay the assistance to the tribe or the sub-recipient. The tribe and the sub-recipients shall require contractors and subcontractors to provide insurance covering their activities. The tribe and sub-recipient shall comply with the flood insurance requirements of 24 C.F.R. 1000.38.

E. Self-Monitoring

1. Purpose

- a. The purpose of this document is to provide guidance for the Hoh Tribe (the tribe) in ensuring that the tribe is operating according to the requirements of the Indian Housing Block Grant (IHBG) program,
- b. Under the implementing regulations of the Indian Housing Block Grant (IHBG) program (24 CFR 1000.502), recipients are

responsible for monitoring grant activities to ensure compliance with applicable federal requirements and performance goals under the Indian Housing Plan.

2. Basis for Assessment

- a. The tribe will use a checklist similar to the *Indian Housing Block Grant Recipient Self-Monitoring Compliance Assessment Guidebook* as a reference for conducting the annual compliance assessment. It is understood the Guidebook contains certain elements that are beyond the requirements of the IHBG program and may not be relevant to the tribe housing programs, such areas will be noted as not applicable.
- b. Management will also use a monthly tracking index to record performance towards completion of the IHP's goals and objectives.

3. Responsibility for Assessment

- a. The tribe recognizes that it is critical that the self-monitoring assessment be conducted in an objective and impartial manner. It therefore may be inappropriate to assign monitoring responsibilities to individuals who may yield subjective or biased results.
- b. The tribe Executive Director shall be responsible for ensuring that the self-monitoring requirements defined in this policy are carried out. The annual assessment shall be completed by the staff of the tribe. At all times the person(s) performing the assessments shall be knowledgeable of the program requirements being monitored.

4. Method of Assessment (Approach)

- a. The tribe Executive Director shall be responsible for determining staff assignments with respect to this self-monitoring requirement. All areas included in the aforementioned Guidebook will be monitored at the annual self-assessment. To maintain independence, staff will be assigned to monitor areas outside their own area of responsibility.
- b. Appropriate records, including tenant files, accounting records, and environmental assessments shall be made available as necessary.

5. Frequency of Self-Monitoring

NAHASDA's implementing regulations require IHBG recipients to prepare a self-monitoring compliance assessment at least annually. It will be the tribe policy to conduct an assessment prior to completion of the Annual Performance Report. In addition, the checklist of tracking progress towards the stated IHP's goals and objectives shall be completed monthly.

6. Areas to Be Included In Assessment

Although the assessment may involve aspects of the entire organization, transactions that are not in some way related to the IHBG program will be beyond the scope of this policy. However, all transactions involving the use of IHBG funds will be subject to review as identified in the Guidebook checklist.

7. Assessment Results

A summary of the assessment report along with the full assessment tool will be provided to the Housing Committee following the end of the fiscal year and will represent an assessment of activities for the previous year, including a report of any deficiencies and a correction action plan with steps taken to correct them, or a schedule for such corrections. Results also will be transmitted to the Business Committee with the Annual Performance Report. Feedback and comments received on the self-evaluation and the APR will be considered and responded to in the final APR submitted to HUD, which includes the self-evaluation.

F. Indian Preference

1. Pursuant to 24 C.F.R. 1000.48, the tribe recognizes that Indian preference requirements under section 7(b) of the Indian Self-Determination and Education Assistance Act are applicable to all IHBG activities. To the greatest extent feasible, the tribe and sub-recipients shall give preference in the award of contracts funded under NAHASDA to Indian organizations and Indian-owned economic enterprises. To the greatest extent feasible, preference and opportunities for training and employment in connection with the administration of NAHASDA grants shall be given to Native Americans and Alaska Natives. Procurement activities by the tribe shall comply with 24 C.F.R. 1000.52. Any complaints arising out of Indian preference shall comply with the provisions of 24 C.F.R. 1000.54.
2. The tribe shall give preference to tribal members of the Native village or Indian area if requested by the tribal governing body.
3. To the greatest extent feasible, the tribe and sub-recipients shall comply with section 3 of the HUD Act of 1968, 12 U.S.C. 1701u, and HUD's implementing regulations in 24 C.F.R. part 135, but not in derogation of Indian preference requirements. Under 24 C.F.R. 135.3, section 3 of the 1968 Act applies to construction contracts awarded pursuant to HUD general public and housing authority assistance, and housing and community development assistance. the tribe should, to the greatest extent feasible, provide training, employment, and contracting opportunities generated by the expenditure of such HUD assistance to low- and very low-income person, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities for these persons, or that are owned by low- and very low-income persons, or that are owned by low- or very low-income persons.

The business concern to which preference is given should be substantially connected to the neighborhood where the project is located. 12 U.S.C. 1701u(d)(B) states that, where feasible, priority should be given to business concerns that provide economic opportunities for low- and very low-income persons residing within the service area of the project or the neighborhood in which the project is located. Under 42 U.S.C. 1437a(b)(2), the term “low-income individual” is defined as a person whose annual income does not exceed 80% of the median income for the area, and the term “very low-income individual” is defined as one whose annual income does not exceed 50% of the median income for the area.

G. Real Property Acquisition and Relocation

The tribe shall follow the relocation and real property acquisition regulations set out in 24 C.F.R. 1000.14 in relocating tenants and homebuyers and acquiring real property. Under section 702 of NAHASDA no lease of restricted allotments or town site lands shall exceed 50 years.

H. Wage Rates

Unless Tribally-Determined Wage Rates (TDWR) have been adopted by the tribe, contracts and agreements for construction activities funded with IHGB funds must require the implementation of prevailing wage rates under the Davis-Bacon Act to be paid to laborers and mechanics employed in the development and modernization of affordable housing, subject to the exceptions and requirements of 24 C.F.R. 1000.16.

I. Administrative Requirements

The tribe shall comply with the requirements and standards of OMB Circular A-87, “Principles for Determining Costs Applicable to Grants and Contracts with State, Local and federally recognized Indian Tribal Government,” and with the provisions of 24 C.F.R. part 85 that are required by 24 C.F.R. 1000.26. Eligible administrative and planning expenses of the IHGB program include those set out in 24 C.F.R. 1000.236. Under 1000.238, the tribe may use up to 30% of the annual grant amount for administration and planning. HUD approval is required if a higher percentage is requested.

J. Prohibitions on Use of Debarred, Suspended or Ineligible Contractors

The prohibitions in 24 C.F.R. part 24 on the use of debarred, suspended or ineligible contractors apply to NAHASDA-assisted activities. The most recent list of such contractors shall be reviewed on the HUD website before awarding any contract.

K. Environmental Review Requirements

A HUD environmental review must be completed for any NAHASDA assisted activities not excluded from review under 24 C.F.R. 50.19(b) before the tribe may acquire, rehabilitate, convert, lease, repair or construct property, or commit HUD funds. The tribe will assume environmental review responsibilities under 24

C.F.R. 1000.20 and 24 CFR part 58 (except for excluded activities), and no funds will be expended until the required environmental review process has been completed. The tribe will assume all administrative responsibilities pertaining to environmental reviews.

L. Conflict Of Interest

1. In the procurement of supplies, equipment, other property, construction and services by the tribe with IHBG funds the conflict of interest provisions of 24 C.F.R. 85.36 shall apply. In all cases not governed thereby, the provisions of 24 C.F.R. 1000.30, 1000.32, 1000.34, and 1000.36 shall apply.
2. No person who participates in the decision-making process or who gains inside information with regard to NAHASDA assisted activities may obtain a personal financial interest or benefit from such activities, except for the use of NAHASDA funds to pay salaries or other related administrative costs. Such persons include anyone with an interest in any contract, subcontract, or agreement or proceeds thereunder, either for themselves or others with whom they have business or immediate family ties. The term “immediate family” means spouse, children, parents, siblings, godparents, grandparents and in-laws.
3. If a person is low-income and selected for assistance, the tribe must make a public disclosure of the nature of assistance to be provided and the specific basis for the selection of the person. The tribe shall provide HUD with a copy of the disclosure before the assistance is provided.
4. HUD may make an exception to the conflict of interest requirements on a case-by-case basis. A determination must be made that the exception does not violate applicable state or tribal law. HUD must consider whether undue hardship will result, either to the tribe or the person affected, when weighed against the public interest served by avoiding the prohibited conflict. The tribe must maintain all records regarding exceptions for a period of at least 3 years after an exception is made.

M. Drug Free Workplace Requirements

The tribe shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD’s implementing regulations in 24 C.F.R. part 24, in addition to other requirements that the tribe may adopt from time to time.

N. Useful Life of Assisted Housing Unit

The tribe shall describe in its Indian Housing Plan its determination of the useful life of each assisted housing unit. By approving the plan, HUD determines the useful life in accordance with NAHASDA. Mutual Help homes developed under the 1937 Act are not subject to the useful life provisions of NAHASDA.

O. Program Records

The tribe program records must be retained for at least 7 years. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 7-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 7-year period, whichever is later. HUD and the Comptroller General shall have the right of access to any pertinent books, documents, papers, or other records of the tribe and sub-recipients pertinent to NAHASDA assistance, in order to make audits, examinations, excerpts, and transcripts. The Federal Privacy Act and Freedom of Information Act do not apply to the tribe or sub-recipient records.

P. Procurement

For purchases of less than \$5,000, also known as Micro-Purchases, or for purchases of a lesser amount specified by the tribe, only one price quote is required, provided the quote is considered reasonable. Obtaining the price quote need not include consideration of Indian preference. Quotes may be obtained orally (either in person or by telephone), by catalog, fax or email. If the purchase is made for reasons other than price, the file must clearly describe the reason for the purchase. Under no circumstances will a purchase be broken down into more than one action in order to avoid exceeding the Micro-Purchase ceiling. The micro-purchase must be documented by an authorized purchase order or contract.

XI. Special Requirements for Homebuyer Programs (Mutual Help)

A. Income Requirements

Under the Housing Program of the Hoh Tribe, participants are required to satisfy such obligations as rent and lease payments, administration fees, user fees, utilities, maintenance etc. The applicant must demonstrate the ability to meet these requirements. The minimum annual income for the homebuyer program is 50% of median income.

1. Ongoing Source of Income

An applicant must demonstrate to the satisfaction of the Housing Department a stable and acceptable estimated income in order to meet this requirement.

B. Use of the Home

1. Business Use

The use of the home for operation of a business may be approved by the Housing Committee. The operation of a business may be essential for the well-being of the family, or for the family to meet its obligations under the agreement. The operation of the business should not negatively impact neighbors or surrounding community. A request to operate a business out

of the home shall be made in writing. A decision on the request shall be made within 15 business days of the date of the request.

2. Structural Modifications

a. *Prior Approval Required*

A homebuyer may make structural modifications or additions to the unit if prior approval is granted by the Housing Committee. A request for modification shall be made in writing and provide detailed information regarding the proposed change (e.g. plans/specifications). If the resident or homebuyer is in full compliance with the terms of the home ownership (lease purchase) agreement, the Housing Department may approve the request.

b. *Types of Modifications*

Modifications which may be approved include but are not limited to energy conservation items, alternative heat and air, enclosing a carport or garage, adding storage space, adding living space, permanent fencing, and cosmetic interior items.

All construction shall be done in accordance with the local building codes and ordinances and done by licensed contractors procured according to the procurement requirements. The Housing Department shall be given the opportunity to inspect the work during all phases of completion.

c. *Payment Responsibility*

All costs and expenses incurred by the resident or homebuyer in making modifications shall be solely the responsibility of the homebuyer or resident. No liens may be placed on the home in connection with structural modification. The property shall remain unencumbered until conveyed to the homebuyer.

If the buyer is in compliance with the terms of the home ownership (lease purchase) agreement, the Housing Department may approve the use of equity funds to pay for the cost of structural modifications.

C. Successors

1. Manner of Designation

Each homebuyer shall designate a successor at the time the home ownership (lease purchase) agreement is executed. The designation may be changed at any time during the duration of the agreement, provided that such changes are made in writing by the homebuyer.

2. Events Authorizing Successors

Upon the recommendation of the Housing Director and the approval of the Housing Committee, the person designated as successor shall succeed to

the rights and responsibilities of the homebuyer provided that all eligibility and program requirements are met.

3. Eligibility of Successor

The designated successor must be a direct descendant, and meet all other eligibility and selection requirements as specified in this policy. If the designated successor is not eligible or does not meet the admission standards, the designated successor shall have the opportunity to designate an eligible successor. If no eligible successor can be identified, the home may be relinquished to the Hoh Tribe.

4. Succession to All Rights and Obligations

The designated successor shall assume all rights and obligations of the former homebuyer, including all outstanding payments and any amounts in the equity account.

5. Minor Children Occupying Home: Guardianship Agreement

If there is no qualified eligible successor and there are minor children of the family, the Housing Department shall execute a home ownership (lease purchase) agreement with an adult who has been appointed legal guardian of the children as an occupant of the home. The guardian shall be responsible for performing the duties and obligation of the home ownership (lease purchase) agreement on behalf of the children. This arrangement shall remain intact until the oldest child reaches the age of 18 years, at which time that person may become the head of the household, if qualified. If at any time prior to the oldest child reaching the age of 18 years, the guardian is no longer willing and able to perform the obligation and duties of the agreement, and no other guardian is appointed, possession of the home shall revert back to the Hoh Tribe.

6. Trust, Restricted, or Special Consideration of the Land Status

In case of trust, restricted, or special land considerations, the Hoh Tribe shall review applicable status and requirements prior to approving a successor, or designation a subsequent homebuyer. The home ownership (lease purchase) agreement may be modified to accommodate any special considerations.

7. Equity, MEPA (where applicable), and Purchase Price Schedule

There shall be no interruption or change in the amortization schedule due to succession of the home. All rights and obligation, including equity accounts, shall be transferred to the subsequent homebuyer.

D. Sublease Policy

1. Approval of Sublease Required

The Housing Department may approve a sublease of a homebuyer unit under certain circumstances. The request to sublease must be in writing

and state the reason for the request and the length of the sublease. In order to sublease, the homebuyer must be in full compliance with the home ownership (lease purchase) agreement. The subleasing family must meet all the selection and eligibility requirements of this policy.

2. Allowable Justification and Reasons for Sublease

The Housing Department may approve a sublease for the following reasons: Employment, Higher Education, Medical treatment or illness that forces to relocate for treatment, or Military Duty. Requests for a sublease for emergency situations not covered by this section can be submitted to the Housing Department for consideration.

3. Form of Sublease

The sublease form shall be provided by the Housing Department. The homebuyer and the sublessor shall each receive a copy of the Agreement. The sublease shall be for a period not exceeding twelve months, renewable for one or more additional twelve-month periods.

4. Homebuyer's Obligation Continues

The approval of a sublease by the Housing Department temporarily waives the homebuyer's obligation to reside in the home and use it as a principal residence for a specified period. Subleasing does not waive or otherwise exempt the homebuyer from any other requirements or obligations of this policy or the homebuyer agreement. The payment for the unit shall continue to be calculated based on the homebuyer's income and not of the sub-lease.

5. Termination of Sublease

While the tribe is not a party to the sublease agreement and therefore cannot terminate it, the Housing Department retains the right to terminate the Homebuyer Agreement if either the sub-lessor or homebuyer does not continue to comply with the terms and conditions of the sublease or Tribal policy requirements. The termination shall be in accordance with the home ownership (lease purchase) agreement and Tribal policy.

E. Homeownership Agreement, Conveyance, and Conversion

1. Opportunity to Purchase

Participants under the home ownership program will be given the opportunity to purchase their home in accordance with the homeowner agreement and when all necessary obligations under the agreement have been satisfied.

2. Initial Purchase Price

The Housing Department shall determine the initial purchase price prior to execution of the homebuyer agreement. Shortly after move-in the homebuyer shall be issued a purchase price/amortization schedule. The

homebuyer shall also receive yearly statements detailing the payments made, balance owed, equity, and payoff.

3. Subsequent Purchase Price

The Housing Department shall establish the purchase price for the subsequent homebuyer's prior move-in. For subsequent homebuyers who are successors, the remaining balance owed on the home will be the purchase price. Subsequent homebuyers shall be issued a purchase price/amortization schedule and periodic statements of account.

4. Monthly Payments

The family's monthly payment shall be based on a percentage (not to exceed 30%) of the family's adjusted monthly income, as defined. The percentage shall be stated in the Agreement. Each month a portion of the monthly payment, the Administrative Fee, shall be applied to cover administration costs. The difference between the Administrative Fee and the monthly payment shall be applied to equity. The amount of the Administrative Fee shall be determined by the Housing Department and stated in the Agreement but it shall not exceed 30% of the family's adjusted monthly income. The Administrative Fee may be adjusted on an annual basis to account for any increase in administration costs.

5. Conveyance of Dwelling Units

A home shall be eligible for conveyance when the homebuyer has met all of the obligations of the homebuyer agreement including, but not limited to purchase price paid in full, payment of settlement and closing costs, attorney's fees, payment for first year's insurance coverage and taxes (if applicable). The Housing Department shall continue to charge the Administrative Fee while waiting for the home to be conveyed.

6. Conveyance Procedure

When the balance on the homes equals \$2,000.00 or less (determined by the tribe), the Housing Department shall provide written notification of the anticipated payoff. The notification shall provide a statement of the balance owed, the approximate date of payoff, and an estimate of all required charges, fees, and costs. After notification, the Housing Department shall verify all of the account's financial documents to ensure accuracy. The Housing Department shall prepare all of the necessary documents and perform all required transactions to enable the home to be conveyed. Once the homebuyer has paid off the balance of the home and other necessary settlement costs, the tribe shall notify the homebuyer of the closing date. At the closing, the Housing Department shall provide all of the necessary documents to complete the transaction. The homebuyer and Housing Department shall execute all of the required documents and legal instruments. The homebuyer shall receive a copy of the settlement

statement detailing all charged and a copy of the warrant deed (or other instrument conveying the home, i.e. lease agreement).

7. Transfer of Title

Once the transaction is complete, the Housing Department shall file and record all of the necessary legal instruments. The original (recorded copy) deed or other legal instrument shall be mailed to the homebuyer within 60 days of closing.

8. Disposition of Proceeds/Settlement of Account

Any remaining balance due to the homebuyer after closing shall be mailed to the homeowner within 60 days of closing.

9. Conveyance of Homes on Leased or Restricted Lands

The conveyance of homes on leased or restricted lands, with special land status considerations shall proceed. The Housing Department shall provide all necessary legal documents including lease assignments and cancellations. Any documents requiring signatures or letters of approval will be prepared/secured by the tribe in time for closing. All land leases shall be approved by the Business Committee.

XII. Special Requirements for the Rental Assistance Program

A. Introduction

The Hoh Tribal Housing Committee has created the rental assistance housing program to provide decent, safe and sanitary housing for low-income Hoh Tribal Members. The purpose of the rental assistance housing program is to provide applicants whose income falls at or below 80% of the median income along with other applicable rules and regulations as set forth by Hoh Tribal Housing Department policies and procedures.

1. The Hoh Rental Assistance Program is designed to assist Hoh tribal members locate and move into affordable rental housing on the private market. “Affordable” housing is housing with a rent 30% or less of the family’s monthly adjusted income, as defined.
 - a. Assistance is limited to payment of all up-front costs associated with moving into an affordable housing unit, including the first month’s rent, and the last month’s rent, if required.
 - b. After finding a suitable unit at a reasonable rent, the tenant requests the Hoh Tribal Housing Department to inspect the unit and approve the lease. The Hoh Tribal Housing Department inspects the unit to assure it meets quality standards and reviews the lease to assure it includes all required provisions. In addition, the rent cannot exceed 30% of the family’s adjusted monthly income, as defined.

- c. If the unit meets program requirements, the Hoh Tribal Housing Department tenders the assistance payment to the owner, and the tenant then executes the lease and pays the rent directly to the owner for the remainder of the lease/agreement.
- d. Each year the Housing Department will include in the Indian Housing Plan a budget for this program. The number of families the Hoh Tribe is able to assist will vary depending on the total amount of subsidy required to be paid.

B. Administration

1. Eligibility

- a. All applicants for the rental assistance program shall qualify for eligibility as provided in the Hoh Tribal Housing policies and procedures.
- b. Applicants cannot have received Rental Assistance within the past twelve (12) months.
- c. Applicants cannot have violated the terms of the Lease Agreement under any previous assistance under this program within the previous two (2) years..

2. Preference

- a. Preference shall be given to members of the Hoh Tribe.
- b. Preference shall be given to residents of the Hoh Tribe Rental Program if:
 - i. They have lived in the housing for a minimum of two (2) years; and
 - ii. They have maintained their housing in a satisfactory condition; and
 - iii. They have been current in all housing payments.

3. Applications

- a. Applications for the rental assistance program shall be received at the Hoh Tribal Housing Department during normal business hours.
- b. Applications shall be received and recorded by Hoh Tribal Housing Department as provided in the Hoh Tribal Housing policies and procedures.
- c. Eligible families will be placed on a separate rental assistance program waiting list.

4. Waiting List Selection

- a. Waiting lists for the rental assistance program shall be maintained by the Hoh Tribal Housing Department as provided in the Hoh Tribal Housing policies and procedures.
- b. All selections for participation in the rental assistance program shall be made from the waiting lists as provided in the Hoh Tribal Housing policies and procedures.
- c. When a tenant is selected, the Hoh Tribal Housing Department shall issue a housing voucher to the tenant.
 - i. The Voucher shall give the families 60 days to locate a suitable housing unit.
 - ii. If the tenant needs more time it may request an extension not to exceed 60 more days (total of 120 days). The housing may grant the extension if it can be demonstrated that there is a reasonable chance of the tenant finding a unit.
 - iii. If the tenant has not found a unit within the term of the Voucher, it will expire and the next eligible tenant on the waiting list will be offered the Voucher.

5. Eligible Housing Units

- a. The unit must be of the correct size to accommodate the tenant.
- b. The following are ineligible residences for the rental assistance program:
 - i. A unit in a nursing home, board and care home, or in a facility providing continual psychiatric, medical or nursing services.
 - ii. A college or school dormitory.
 - iii. The unit may not be on the grounds of penal, reformatory, medical, mental or other similar public or private institutions.
- c. The rent for the unit must not exceed the published fair market rent for the unit size as published annually by HUD and must be affordable, as defined above.

XIII. Special Requirements for the Emergency Repair Program

A. Policy Statement

1. The Hoh Tribe (hereinafter referred to as “tribe”) recognizes the need to establish policies regarding the emergency repair work performed on homes owned by eligible homeowners who are unable to acquire

assistance from other agencies. The tribe will provide assistance, within approved budget amounts, for the repair of privately-owned homes that are occupied by eligible families as determined by the tribe.

2. Homeowners who apply for assistance funded by the tribe using Indian Housing Block Grant funds will have to meet eligibility standards established by the tribe along with other agencies or financial institutions that may be partners in these programs.

B. General Information.

1. The tribe will provide assistance to pay for labor, materials and related costs associated with the emergency repair of privately-owned homes.
2. Eligible low-income families may receive grant funds not exceeding \$1,000 during any 12-month period for the repair of their home. Amounts exceeding \$1,000 must be approved by the Executive Director.
3. Participation in the rehabilitation grant program is limited to low-income families as defined by the tribe. Participants will be required to provide documentation to verify the determination of low-income status.
- 4.
4. This assistance is a grant (or forgivable loan as determined by the tribe) to the family and will be paid directly to the vendor, contractor or appropriate agency that requires specific types of fees for permits, fees, or licensing requirements to rehabilitate a house. No payments will be made to the family.

C. Application Process.

The tribe will require the homeowner to submit the following documents:

1. A completed application form requesting to use the rehabilitation funds for repairs, betterments, or additions to the unit, including information regarding the purpose of the grant as described above.
2. Proof of ownership of the structure to be rehabilitated.

The tribe shall determine who has approval or denial authority subject to the availability of funds.

D. Eligibility Requirements.

An individual or family must first meet the following eligibility requirements to be eligible for a rehabilitation grant from the tribe:

1. Be a low-income family as defined by the tribe.
2. Reside in Jefferson, Clallam or Grays Harbor County.

E. Allowable Uses

Allowable uses include the rehabilitation of home to make accessible to persons with disabilities including bathroom(s), doorways, entrance ramps, etc., and

Repairs and/or replacement of items that have been identified in a home inspection and that create a hazard to the life, health, or safety of the occupants or cause serious damage to the property.

F. Payment for Materials, Construction Costs and/or Contractor Services.

The tribe will make direct payment to the party performing the work or to the vendor where the purchase for material was made using the tribe Purchase Order System. At no time will payments be made directly to the homeowner for any material or contractor invoices.

G. Inspections.

1. For construction of additions or structural changes, the tribe will conduct an interim inspection, and upon completion of the project, a final inspection will be performed with the homebuyer or homeowner. A certification of completion will be signed by the homebuyer or homeowner along with the tribe and the contractor prior to final payment being issued.
2. All completed rehabilitation work must be inspected to assure that work completed meets any Housing Quality Standards established by the tribe, if applicable.
3. All homes must be inspected prior to being rehabilitated to assure that the proper level of environmental review has been conducted in accordance with the National Environmental Policy Act (NEPA) and any other applicable statutes, regulations and Executive Orders.
4. All homes constructed prior to 1978 must have been inspected for the existence of any lead based paint prior to being rehabilitated in accordance with HUD regulations entitled Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazard in Federally Owned Residential Property and Housing Receiving Federal Assistance contained in 24CFR35.

H. Binding Agreement

NAHASDA requires that there be “binding commitments” satisfactory to HUD in place to ensure that a housing unit will remain affordable for its “useful life/affordability period.” When Indian Housing Block Grant (IHBG) and/or Title VI funds are used, either in the form of a grant or a loan, to purchase, construct, or rehabilitate a residence, there must be a written agreement in place between the tribe and the individual who is being assisted with the IHBG and/or Title VI funds. These written agreements must include provisions for the tribe’s useful life/affordability period restrictions as specified in its IHP.

1. Lien Requirement

The provisions must be imposed by recorded deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the useful life/affordability period restrictions may terminate upon

foreclosure by a lender (or transfer in lieu of foreclosure) as long as the action is not for the purpose of avoiding low-income affordability restrictions.

2. Amortization Options

The written agreement may contain a schedule outlining a payback of a decreasing balance of assistance or percentage equity over the useful life/affordability period or affordability period that would have to be reimbursed to the tribe's program if a subsequent occupant does not meet the IHBG and/or Title VI eligibility requirements.

I. Other Requirements

1. If the tribe rehabilitation program is a forgivable loan program, the homebuyer/homeowner shall be required to carry any tribe required insurance coverage on the home during the term of the loan.
2. The homebuyer/homeowner shall be responsible for having warranty work performed on any manufactured appliances or materials used in the rehabilitation of their home.
3. The tribe may establish warranty periods (for example, 1 year) on workmanship and products used in rehabilitation activities.
4. The tribe may require the participants in any rehabilitation program to participate in counseling programs sponsored and paid for by the tribe.
5. All eligible applicants selected to participate in the tribe's rehabilitation program shall sign a Rehabilitation Program Agreement with the tribe.

XIV. Glossary of Terms

1937 HOUSING ACT – The United States Housing Act of 1937, as amended. The act included the provision of financial and technical assistance to Indian Housing Authorities (IHAs) for the development, operation and management of housing for low-income Native American families residing on Indian reservations and in other Native American Areas.

ADEQUATE INSURANCE – An insurance policy purchased from an insurance provider or a plan of self-insurance in an amount that will protect the financial stability of the IHBG program.

ADJUSTED INCOME – The term adjusted income means the annual income that remains after excluding the following amounts:

- A. **Youths, Students, And Persons with Disabilities**- \$480 for each member of the family residing in the household (other than the head of household or the spouse of the head of household)—
 - i. who is under 18 years of age; or
 - ii. who is 18 years of age or older and a person with disabilities or a full-time student
- B. **Elderly and Disabled Families**- \$400 for an elderly or disabled family.
- C. **Medical And Attendant Expenses**- The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of—

- i. medical expenses, in the case of an elderly or disabled family; and
 - ii. reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
- D. **Child Care Expenses**- Child care expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.
- E. **Earned Income of Minors**- The amount of any earned income of any member of the family who is less than 18 years of age.
- F. **Travel Expenses**- Excessive travel expenses, not to exceed \$25 per family per week, for employment- or education- related travel.
- G. **Other Amounts**- Such other amounts as may be provided in the Indian housing plan for an Indian tribe.

ADMINISTRATIVE CHARGE – In Mutual Help projects, the amount budgeted per-unit per-month for operating expense. It is also the required minimum monthly payment for participants of the Mutual Help program.

ADMINISTRATIVE COSTS – Examples of Administrative Costs are: (1) costs of overall program and/or administrative management; (2) coordination monitoring and evaluation; (3) preparation of the IHP, including data collection and transition costs; (4) preparation of the annual performance report (APR); and (5) challenges to and collection of data for purposes of challenging the formula. Additionally, staff and overhead costs directly related to carrying out affordable housing activities can be determined to be eligible costs of the affordable housing activity or considered administration or planning at the discretion of the recipient.

Recipients that receive in excess of \$500,000 may use up to 20 percent of the annual expenditures of grant funds or up to 20 percent of the annual grant amount, whichever is greater. The 20 percent cap also would apply to a recipient that receives IHBG funds on behalf of one or more beneficiaries if each beneficiary qualifies for the 20 percent spending cap.

Recipients that receive or expend \$500,000 or less may use up to 30 percent of the annual expenditures of grant funds or up to 30 percent of the annual grant amount, whichever is greater. The 30 percent cap also would apply to a recipient that receives IHBG funds on behalf of one or more beneficiaries if each beneficiary qualifies for the 30 percent spending cap.

AFFORDABLE HOUSING – The term ‘affordable housing’ means housing that complies with the requirements for affordable housing under title II. The term includes permanent housing for homeless persons are persons with disabilities, transitional housing, and single room occupancy housing.

AFFORDABLE HOUSING ACTIVITIES – Activities defined under section 202 of NAHASDA, including Indian Housing Assistance, Development, Housing Services, Housing Management Services, Crime Prevention and Safety Activities, and Model Activities.

ALLOWABLE EXPENSE LEVEL (AEL) – In rental projects, AEL is the per-unit per-month dollar amount of expenses which was used to compute the amount of operating subsidy used prior to October 1,

1997 for the Low Rent units developed under the 1937 Act. The “AEL factor” is the relative difference between a local area AEL and the national weighted average for AEL.

AMERIND – An approved self-funded risk pool owned and operated by recipients to protect housing and other activities.

ANNUAL INCOME – Has one of the meanings identified at 24 CFR Part 1000.10(b) Annual Income.

ANNUAL PERFORMANCE REPORT (APR) – Report required under Section 404 of NAHASDA. The due date is no more than 90 days after the end of housing entity’s/organization’s fiscal year.

APPROPRIATION – Dollars provided by Congress for distribution of the IHBG formula.

ASSISTANT SECRETARY – The Assistant Secretary for Public and Indian Housing within the U.S. Department of Housing and Urban Development.

BOARD OF COMMISSIONERS (BOC) – The legal body, usually consisting of 5 or more members chosen through election or appointment, who oversees the operation of an Indian Housing Authority. The Commissioners can bind the Housing Authority with obligations.

CHILD CARE EXPENSES – Child care expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.

CITIZEN – A citizen or national of the United States.

CLOSING COSTS – Costs the buyer must pay at the time of closing in addition to the down payment: including points, mortgage insurance premium, homeowner’s insurance, prepayments for property taxes, etc.

CODE OF FEDERAL REGULATIONS (CFR) – These are what the government uses to implement federal statutes, and they provide detail for all concerned (end-users and governmental department). The codes are generally drafted by the federal department that has the responsibility for implementing the statute.

COMPETITIVE PROPOSAL – Procurement method generally called a Request for Proposals (RFP) used when a contract cannot be awarded based solely on price. Generally used when conditions are not appropriate for the use of sealed bids.

COMPLIANCE ASSESSMENT – A required annual review, by the recipient, of activities conducted and housing assisted with IHBG funds to ensure compliance with the Indian Housing Plan (IHP), the NAHASDA statute, and regulations.

CONVERSION – Converting dwelling units from one program to another, i.e., Low Rent to Mutual Help, or vice-versa.

COOPERATION AGREEMENT – An agreement between a TDHE/Tribe and a local governing (taxing) body that assures exemption from real and personal property taxes and provides for payments in lieu of taxes (PILOT) by the TDHE/Tribe, and that provides for cooperation with respect to the development and operation of low-income rental and lease-purchase housing owned by the TDHE/Tribe.

COST OF LIVING ADJUSTMENT (COLA) – This is typically an adjustment to wages. The percentage of increase each year is established by the federal government.

CURRENT ASSISTED STOCK (CAS) – Housing units owned, operated, or constructed pursuant to an Annual Contributions Contract. CAS includes 1937 Act Low Rent, Mutual-Help, and Turnkey III units under management as of September 30, 1997.

DATE OF FULL AVAILABILITY (DOFA) – The last day of the month in which substantially all homes in a project become available for occupancy. Under NAHASDA, the effective date for placing units built after October 1, 1997, with '37 Act funds, under CAS in the IHBG formula.

DAVIS-BACON WAGE RATES – Wages paid to all construction laborers and mechanics employed by the TDHE/Tribe or its contractors. The wages are established in accordance with the Davis-Bacon Act (DBRA) by the Department of Labor. In accordance with NAHASDA section 104 (b) (3), a tribe can adopt laws or regulations to pre-empt DBRA.

DBRA – DAVIS-BACON AND RELATED ACTS. See Davis-Bacon Wage Rates above.

DEED – An official document that transfers title (ownership) of real property from Housing to the homeowner.

DEMOLITION – The razing in whole, or in part, of one or more permanent buildings of an Indian housing project.

DEPENDENT – A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age, or is a disabled person or handicapped person, or is a full-time student.

DEPROGRAMMING – Removal from the TDHE/Tribe inventory of a dwelling unit no longer used for dwelling purposes or a non-dwelling structure that the TDHE/Tribe has determined will no longer be used for housing purposes.

DEVELOPMENT – The entire undertaking of a new construction or acquisition project including all real and personal property, funds, and reserves, rights, interests, and obligations, and related activities.

DWELLING, CONSTRUCTION AND EQUIPMENT COSTS (DC&E) – Originally referred to the per-unit limit on the amount of Indian Housing Block Grant (IHBG) funds that could be used for dwelling construction and dwelling equipment. Cost limits are now defined under Total Development Costs.

DISABLED PERSON – A person who is under a disability as defined in section 223 of the Social Security Act 942 U.S.C. 423, or who has a development disability as defined in section 102(7) of the Development Disabilities Act.

DISPLACED PERSON – A person who moved from real property or moves his/her personal property from real property permanently as a direct result of rehabilitation, demolition, or acquisition for a project assisted under NAHASDA.

DISPOSITION – The conveyance or other transfer by sale or other transaction of any interest in the real estate of an Indian Housing Development.

DRUG-RELATED CRIMINAL ACTIVITY – The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

ELDERLY FAMILY – A family whose head (or his/her spouse) is at least 62 years of age.

ELDERLY PERSON – A person who is at least 62 years of age.

ELIGIBLE FAMILY – Under NAHASDA, low-income Indian families on a reservation or Indian area, and non-low-income Indian families and essential families in accordance with 24 CFR Part 1000.104-110.

EMPLOYER IDENTIFICATION NUMBER (EIN) – This is a number assigned by the Internal Revenue Service (IRS) to identify your business/organization for federal tax purposes.

ENVIRONMENTAL REVIEW – Evaluation of environmental effects of each activity carried out under NAHASDA in accordance with the National Environmental Policy Act of 1969 (NEPA) and related requirements.

ENTITLEMENT – An underlying formula governing the allocation of grant funds to eligible recipients.

FAIR MARKET RENT (FMR) – Gross rent estimates including shelter rent and the cost of all utilities except telephone. FMR is estimated by HUD on an annual basis for metropolitan and non-metropolitan areas.

FAMILY – This term refers to, but is not limited to: a family with or without children, an elderly family, a near-elderly family, a disabled family, or a single person as determined by the Indian tribe.

FEDERAL HOME LOAN BANK (FHLB) – This system is a privately capitalized, cooperative government-sponsored enterprise created by Congress to support residential mortgage lending and related community development lending by its member-shareholders.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC, FREDDIE MAC) – A federally chartered, stockholder-owned corporation which supports the secondary market for conventional mortgages.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA, FANNIE MAE) – A federally chartered, stockholder-owned corporation which provides a secondary market for both conventional mortgages and mortgages insured by FHA or guaranteed by VA.

FEDERALLY RECOGNIZED TRIBE – Any Indian tribe, band, nation or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.

FIELD OFFICE – The designated Office of Native American Programs (ONAP) having responsibility for delivery of HUD resources and services to a specific and identified group of Indian Tribes or areas.

FISCAL YEAR (FY) – This is the period of time (twelve months) designated by the housing program for budget and auditing purposes. Each housing program must advise HUD of its Fiscal Year (FY) as it impacts audit and reporting requirements. A housing entity's/organization's FY can be in line with the Federal FY (October 1 to September 30), in line with the calendar year

(January 1 to December 31), or some other twelve-month period. In many cases, the housing program's FY will coincide with that of the tribes.

FORMULA – The mechanism for allocating equitably and fairly funds made available through NAHASDA to eligible Indian tribes or Tribally Designated Housing Entities.

FORMULA AREA – Formula area is the geographic area over which an Indian tribe could exercise court jurisdiction or is providing substantial housing services and, where applicable, the Indian tribe or TDHE has agreed to provide housing services pursuant to a Memorandum of Agreement with governing entity or entities (including Indian tribes) of the area, including but not limited to:

1. Reservation;
2. Trust land;
3. Alaska Native Village Statistical Area;
4. Alaska Native Claims Settlement Act Corporation Service Area;
5. Department of Interior Near Reservation Service Area;
6. Former Indian Reservation Areas in Oklahoma as defined by the Census as Tribal Designated Statistical Area;
7. Congressionally Mandated Service Area; and
8. State legislatively defined Tribal Areas defined by the Census as Tribal Designated Statistical Areas.

For additional areas beyond those identified in the above list of eight, the Indian tribe must submit on the Formula Response Form the area that it wishes to include in its Formula Area and what previous and planned investment it has made in the area. HUD will review this submission and determine whether or not to include this area. HUD will make its judgment using as its guide whether this addition is fair and equitable for all Indian tribes in the formula.

In some cases the population data for an Indian tribe within its formula area is greater than its tribal enrollment. In general, for those cases to maintain fairness for all Indian tribes, the population data will not be allowed to exceed twice an Indian tribe's enrolled population. However, an Indian tribe subject to this cap may receive an allocation based on more than twice its total enrollment if it can show that it is providing housing assistance to substantially more non-member Indians and Alaska Natives who are members of another federally recognized Indian tribe than it is to members.

In cases where an Indian tribe is seeking to receive an allocation more than twice its total enrollment, the tribal enrollment multiplier will be determined by the total number of Indians and Alaska Natives the Indian tribe is providing housing assistance (on July 30 of the year before funding is sought) divided by the number of members of the Indian tribe is providing housing assistance. For example, an Indian tribe which provides housing to 300 Indians and Alaska Natives, of which 100 are members, would then be eligible to receive an allocation for up to three times its tribal enrollment if the Indian and Alaska Native population is three or more times the tribal enrollment.

FORMULA CURRENT ASSISTED STOCK (FCAS) – Formula current assisted stock is current assisted stock as described in section 1000.312 plus 1937 Housing Act units in the development pipeline when they become owned or operated by the recipient and are under management as indicated in the

Formula Response Form. Formula current assisted stock includes Section 8 units when their current contract expires and the Indian tribe continues to manage the assistance in a manner similar to the Section 8 program, as reported on the Formula Response Form.

Formula Response Form – Form used by recipients to report changes to Formula Current Assisted Stock, formula area, or other formula-related information before each year's formula allocation.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA, GINNIE MAE) – Government-owned corporation which carries out the secondary mortgage functions for mortgages insured or guaranteed by FHA, RECDs and VA.

HANDICAPPED PERSON – A person having physical or mental impairment that is expected to be of long-continued or indefinite duration, substantially impedes his/her ability to live independently, and is of such a nature that such ability could be improved by more suitable conditions.

HEAD OF HOUSEHOLD – The adult member of the family who is the head of household for purposes of determining income eligibility and rent.

HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) – A block grant program administered by HUD that provides grants to State and local governments (participating jurisdictions or PJs) who must submit a consolidated plan in order to receive funding. Funds may be used for the development and support of affordable housing for low and very low-income residents. In order for tribes to access HOME funds, they must be included in the consolidated plan of their PJ.

HOMEBUYER – The member or members of a low-income family who have executed a homebuyer agreement and who have not yet achieved homeownership.

HOMEBUYER AGREEMENT – A Mutual Help Occupancy Agreement or a Turnkey III Homebuyer's Ownership Opportunity Agreement under the 1937 Housing Act or a Lease Purchase Agreement under NAHASDA.

HOMEBUYER PAYMENT – Payment by a family purchasing a home pursuant to a Lease Purchase Agreement.

HOMELESS FAMILY – A family who is without safe, sanitary and affordable housing even though they may have temporary shelter provided by the community. (Note: Tribe or TDHE may adopt a different definition.)

HOMEOWNER – A former homebuyer who has achieved ownership and acquired title to his/her home.

HOMEOWNERSHIP FINANCING – Financing provided by the Housing Program for purchase of a home by an eligible homebuyer who signs a promissory note and mortgage for the balance of the purchase price.

HOUSING COMMITTEE – A group of persons usually appointed by the tribal governing body or leader to act in an advisory and recommending function over a tribal housing department. The committee does not have the powers and responsibility that is held by a Housing Authority Board of Commissioners.

HUD-DETERMINED WAGE RATES – Standard prevailing wages determined by HUD for maintenance laborers and mechanics employed in the operation of affordable housing, and for architects,

technical engineers, draftsmen, and technicians employed in the development of affordable housing.

INDIAN – The term ‘Indian’ means any person who is a member of an Indian tribe.

INDIAN AREA – The area within which an Indian tribe or TDHE, as authorized by one or more Indian tribes, provides assistance under NAHASDA for affordable housing.

INDIAN COMMUNITY DEVELOPMENT BLOCK GRANT (ICDBG) – A competitive grant program for which all federally recognized tribes and Alaskan villages are eligible to participate. The program's objective is the development of viable communities including decent housing, a suitable living environment and economic opportunities, principally for persons of low and moderate income.

INDIAN HOUSING AUTHORITY (IHA) – An entity that is authorized to engage in or assist in the development or operation of low-income housing for Indians that is established by either:

1. Exercise of the power of self-government of an Indian tribe independent of State law, or
2. Operation of State law providing specifically for housing authorities for Indians, including regional housing authorities in the State of Alaska.

INDIAN HOUSING BLOCK GRANT (IHBG) – A block grant program that provides eligible recipients with a formula share of annual appropriations made by Congress. The program’s objective is not only to provide housing assistance to Indian families, but also to provide a mechanism to foster Tribal Self-Determination and decision making. To receive IHBG funds, a recipient must submit to HUD an Indian Housing Plan (IHP).

INDIAN HOUSING PLAN (IHP) – A plan required under Section 102 of NAHASDA. A tribe or TDHE must submit an IHP to HUD in order to receive IHBG funding.

INDIAN PREFERENCE – Projects developed and operated under NAHASDA that are subject to Section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 450e(b)). To the greatest extent feasible recipients shall give preference and opportunities for training and employment in connection with the administration of grants awarded shall be given to Indians. In addition the IHP may set out a preference for the provision of housing assistance to Indian families who are members of the Indian tribe or to other Indian families if the recipient has adopted the preference in its admissions policy. The recipient shall ensure that housing activities funded under NAHASDA are subject to the preference.

INDIAN TRIBE –

1. **IN GENERAL**- The term ‘Indian tribe’ means a tribe that is a federally recognized tribe or a state recognized tribe.
2. **FEDERALLY RECOGNIZED TRIBE**-The term ‘federally recognized tribe’ means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.

3. **STATE RECOGNIZED TRIBES**- In general, the term ‘State recognized tribe’ means any tribe, band, nation, or pueblo, village or community—
- a) that has been recognized as an Indian tribe by any State; and
 - b) for which an Indian Housing Authority has, before the effective date under section 705, entered into a contract with the Secretary pursuant to the United State Housing Act of 1937 for housing Indian families and has received funding pursuant to such contract within the 5-year period ending upon such effective date.

INDIRECT COSTS – These are costs a tribe may pass along to an IHA/TDHE or tribal department for providing services (i.e., accounting, legal, personnel, etc.). It is a percentage of the grant amount that by law (NAHASDA) may not exceed 20% without HUD approval.

INVITATION FOR BIDS (IFB) – Bids that are publicly solicited and a firm-fixed-price contract is awarded to the responsible bidder whose bid, conforming to all material terms and conditions of the invitation for bids, is the lowest in price.

LEAD-BASED PAINT – Paint identified as having lead content greater than or equal to 1 milligram per centimeter squared or 0.5 percent by weight or 5,000 parts per million by weight.

LEASE – A written agreement between Housing TDHE/Tribe or owner and an eligible family for the leasing of a housing unit.

LINE OF CONTROL CREDIT SYSTEM (LOCCS) – This is an electronic system used by the federal government to make wire transfers of grant money to tribes/TDHEs.

LIVE-IN AIDE – A person who resides with an elderly, disabled, or handicapped person(s) who:

1. is determined to be essential to the care and well-being of the person(s), and
2. is not living in the unit except to provide necessary supportive services.

LOAN ORIGATION FEE – A fee charged by the lender for evaluating, preparing and submitting a proposed mortgage loan.

LOW-INCOME FAMILY – A family whose annual income does not exceed 80 percent of the median income for the area; median income is determined by HUD.

LOW-INCOME HOUSING TAX CREDITS (LIHTC) – A program created by the Tax Reform Act of 1986 and administered by the Internal Revenue Service (IRS) that provides the opportunity for corporations to contribute to development of housing for low-income families. Tax credits are allocated to developers (including tribes) through the state housing development or finance agency and can be sold to investors who receive a ten-year stream of federal tax credits.

MEDIAN INCOME – With respect to the Indian Area, the greater of the median income for the Indian Area (determined by the Secretary), or the median income for the United States.

MEDICAL EXPENSES – A deduction from annual income is allowed for those medical expenses in excess of 3% of annual income, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

MH CONTRIBUTION – Land, labor, cash, materials or equipment or a combination of these contributed toward the development cost of a 1937 Act Mutual Help project in accordance with a homebuyer's MHO Agreement, credit for which is to be used toward purchase of a home. The value of the contribution shall not be less than \$1,500. If you manage 1937 Act MH units, you are bound to this provision until conveyance or a new non-MHOA is signed.

MH PROGRAM – A Mutual Help Homeownership Opportunity Program under the 1937 Housing Act which provided the opportunity for a family to purchase their housing unit.

MHO AGREEMENT – A Mutual Help and Occupancy Agreement (MHOA) under the 1937 Housing Act between a TDHE/Tribe and a homebuyer.

MICRO PURCHASE – A purchase of less than \$5,000 for which a Tribe/TDHE has implemented a Policy waiving the requirement for obtaining competitive solicitations.

MINIMAL FUNDING – Minimum funding level that a recipient can receive under the needs component of the IHBG formula.

MODEL ACTIVITIES – Housing activities under model programs that are designed to carry out the purposes of NAHASDA. Each model activity is reviewed on an individual basis and requires prior HUD approval.

MODERNIZATION SUBSIDY – An element of the formula current assisted stock (FCAS) component of the IHBG formula providing funding for the modernization of 1937 Act Low Rent and Mutual-Help units to ensure units remain viable.

MONTHLY EQUITY PAYMENTS ACCOUNT (MEPA) – A homebuyer account in the 1937 Act Mutual Help Homeownership Opportunity program credited with the amount by which each required monthly payment exceeds the administration charge.

NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION ACT OF 1996 (NAHASDA) – Public Law 104-330 as amended. An act to provide federal assistance for housing to Indian tribes in a manner that recognizes the right of tribal self-governance and for other purposes.

NEAR-ELDERLY FAMILY – A family whose head or his/her spouse (or sole member) is at least 55 years of age but below the age of 62 years.

NEAR-ELDERLY PERSON – A person who is at least 55 years of age but less than 62 years of age.

NEED COMPONENT – The component of the IHBG formula allocated from funds remaining after the FCAS allocation of the annual appropriation, consisting of seven criteria relating to population, income and housing conditions and is adjusted for local area costs.

NEGOTIATED RULE-MAKING – Procedure involving Indian tribes and HUD for the issuing regulations required under NAHASDA according to the procedures outlined in Subchapter III of chapter 5 of title 5 of the United States Code.

NET FAMILY ASSETS – The value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land.

NON-PROGRAM INCOME – Income under NAHASDA that is not program income.

NON-COMPETITIVE PROPOSAL – Procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. This method is used only when other procurement methods (outlined in 24 CFR Part 85.36) are infeasible.

NOTICE OF FUNDS AVAILABILITY (NOFA) – Public notification that funds are available and the funding period has opened.

OFFICE OF NATIVE AMERICAN PROGRAMS (ONAP) – The office within HUD that has been delegated authority to administer NAHASDA.

OPERATING SUBSIDY – A component of the IHBG formula that provides funding for the continued operation of existing units. Consists of the number of 1937 Act units (MH, LR, Section-8, and Turnkey III) adjusted by the 1996 national per unit subsidy, inflation factor, and greater of local allowable expense level or fair market rent.

OVERCROWDED – Pertaining to the IHBG formula, overcrowded means households with more than 1.01 persons per room as defined by the U.S. Decennial Census.

PAYMENT IN LIEU OF TAXES (PILOT) - Includes all payments made by a TDHE/Tribe to the local governing body (or other taxing jurisdiction) for the provision of certain municipal services, including that portion of payments in lieu of taxes that is to be applied as a reimbursement of payments of off-site utilities. The amount charged is determined in the cooperation agreement. [See NAHASDA Section 101 (d).]

PERFORMANCE OBJECTIVES – Criteria by which the recipient will monitor and evaluate its performance. Performance Objectives developed by the recipient consist of any goals and objectives from all open grants which the recipient expects to complete during the program year.

PERSONS WITH DISABILITIES – A person who has a disability as defined in Section 223 of the Social Security Act (942 U.S.C 423); who has a development disability as defined in Section 102 of the Development Disabilities Assistance and Bill of Rights Act; or who has a physical, mental or emotional impairment which is expected to be of long-continued or indefinite duration, substantially impedes his/her ability to live independently, and is of such a nature that such ability could be improved by more suitable housing conditions. (See Disabled Person.)

PROCEEDS OF SALE – Amounts paid by a homebuyer family to the TDHE/Tribe for acquiring ownership of a unit.

PROGRAM INCOME – Any income that is realized from the disbursement of grant amounts, including income from real or personal property acquired with grant funds and payments of principal and interest earned on grant funds prior to disbursement.

PROGRAM YEAR – The Tribe or TDHE's 12-month cycle of operation as determined by the Tribe or TDHE in 1998.

RECERTIFICATION – Sometimes called re-examination. The process of securing documentation of total family income used to determine the rent or homebuyer payment the tenant or homebuyer will pay for the next 12 months and to ensure that tenants meet the eligibility requirements for continued housing assistance. Recertification is not required; however, it is recommended to ensure that families do not pay more than 30% of adjusted income for rent.

RECIPIENT – An Indian tribe or the entity for one or more Indian tribes that is authorized to receive grant amounts under NAHASDA on behalf of the tribe or tribes.

REHABILITATION (REHAB) – Renovation and improvement to existing units for such items as increased energy efficiency, accessibility issues, and habitability.

REQUEST FOR PROPOSAL (RFP) – A technique of competitive proposals that is normally conducted with more than one source submitting an offer and either a fixed price or cost reimbursement type contract is awarded. Generally used when conditions are not appropriate for the use of sealed bids.

RESIDENT GROUPS – Democratically elected resident groups such as TDHE/Tribe-wide resident groups, area-wide resident groups, single development resident groups, or resident management corporations.

RURAL DEVELOPMENT – An agency within the U.S. Department of Agriculture that provides loans and grants for building in rural areas – to include Indian Reservations.

SEALED BIDDING – Procurement method whereby bids are publicly solicited and a firm-fixed-price contract is awarded to the lowest responsive, responsible bidder; the preferred method for procuring construction.

SECRETARY – The Secretary of the United States Department of Housing and Urban Development (HUD).

SECTION 3 – Of the HUD Act of 1968, which requires to the maximum extent feasible, provision of job training, employment and contracting opportunities for low-income individuals on projects or activities for which the amount of assistance exceeds \$200,000.

SECTION 8 – 1937 Housing Act program providing housing assistance payments to eligible families leasing existing housing units.

SELF-GOVERNANCE INDIAN TRIBE – An Indian Tribe that participates in tribal self-governance as authorized under Public Law 93-638, as amended.

SINGLE AUDIT ACT – A law that requires annual audits of recipients that expend federal funds equal to or in excess of \$300,000 in a single year.

SMALL PURCHASE – A purchase that does not exceed the simplified acquisition threshold, currently set at \$100,000. Local Housing policy may identify small purchases at a lower amount. You are bound to your local policy as long as it doesn't exceed \$100,000.

STATE – States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, the Virgin Islands, American Samoa, and any other territory or possession of the United States and Indian tribes.

STATE RECOGNIZED TRIBE – Any tribe, band, nation, pueblo, village or community that has been recognized as an Indian tribe by any States, and for which an Indian Housing Authority has, before the effective date under Section 107 of NAHASDA, entered into a contract with the Secretary pursuant to the United States Housing Act of 1937 for housing for Indian families and has received funding pursuant to such contract within the 5-year period ending upon such effective date.

SUB-RECIPIENT – The government entity or other legal entity to which a sub-grant is awarded and which is accountable to the recipient for the use of funds provided.

SUBSEQUENT HOMEBUYER – Any homebuyer other than the homebuyer who first occupies a home and is not a successor pursuant to a Mutual Help and Occupancy (MHO) Agreement under the 1937 Housing Act.

STANDARD HOUSING – A dwelling unit that is dilapidated, does not have operable indoor plumbing, does not have a usable flush toilet/bathtub/shower inside the unit for the exclusive use of a family, does not have electricity or has inadequate or unsafe electrical service, does not have a safe or adequate source of heat, should but does not have a kitchen, or has been declared unfit for habitation by an agency or unit of government.

SUCCESSOR HOMEBUYER – A person eligible to become a homebuyer who has been designated by a current homebuyer to succeed his/her interest under a 1937 Housing Act homeownership agreement in the event of the current homebuyer's death or mental incapacity or other condition(s) as determined by the TDHE/Tribe.

TENANT ACCOUNTS RECEIVABLE (TARS) – The outstanding amount owed monthly for rents and house payments.

TEMPORARY RELOCATION – Short-term relocation of tenants or homebuyers who will not be required to move permanently but must relocate temporarily for the project.

TITLE VI – A loan program under Title VI of NAHASDA, which allows HUD to guarantee notes or other obligations issued by Indian tribes or their TDHEs for the purpose of financing affordable housing activities set forth in Section 202 of the statute.

TOTAL DEVELOPMENT COSTS (TDC) – The maximum amount of money from all sources that may be used to complete all development and construction activities, usually determined on a per-unit basis. TDC includes administration and planning, financing, site acquisition, utility development, and site development.

TRIBALLY DESIGNATED HOUSING ENTITY (TDHE) – An entity (other than the tribe) designated by resolution of a tribe to be the recipient of IHBG funds and to administer the housing program on the tribe's behalf.

TRIBALLY DETERMINED WAGE RATES (TDWR) – Prevailing wages determined by an Indian tribe and adopted through one or more laws or regulations of the tribe in lieu of HUD-Determined or Davis-Bacon Wage Rates.

TURNKEY III – Homeownership program under the 1937 Act that provided homeownership opportunities to eligible low-income families through a lease purchase arrangement.

UMBRELLA HOUSING AUTHORITY – A group of tribes who have pooled their housing resources to form a single “umbrella” organization for providing housing services to all member tribes.

USEFUL LIFE – As determined by the recipient, the period during which low-income rental housing and homebuyer housing must remain affordable (available for occupancy by a low-income family).

UTILITIES – For purposes of determining utility allowances, utilities include electricity, gas, heating fuel, water, sewerage service, septic tank pumping/maintenance, sewer system hookup charges, and trash and garbage collection.

UTILITY ALLOWANCE – An allowance that may be included in policy for tenant-purchased utilities in a fixed dollar amount that is a deduction from the total tenant payment otherwise chargeable to a tenant who then pays their own utilities, whether the charges are more or less than the amounts of the allowance.

UTILITY REIMBURSEMENT – The amount, if any, by which the utility allowance for tenant purchased utilities for the unit exceeds the family's total tenant payment.

VERY LOW-INCOME FAMILY – A low-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger family.