

**POARCH BAND OF CREEK INDIANS HOUSING DEPARTMENT
EMERGENCY REHABILITATION PROGRAM
FOR TRIBAL SENIORS AND DISABLED PERSONS
POLICIES AND PROCEDURES**

I. General Policy Statement

The Poarch Band of Creek Indians Housing Department recognizes the need to establish Policies and Procedures for the Emergency Rehabilitation Program for Tribal Seniors and Disabled Persons (hereinafter "Emergency Rehabilitation Program").

II. Purpose

This Policy describes who is eligible, what type of rehabilitation is allowable, and what steps must be followed by Tribal Members to request financial assistance. Financial assistance provided under this Program will be in the form of a grant. Each request for services will be considered on a case-by-case basis.

III. General Information

Emergency Rehabilitation Program funds are grant funds administered by the Housing Department in accordance with the Native American Housing Assistance and Self-Determination Act (NAHASDA) and in coordination with the Department of Housing and Urban Development (HUD). The Housing Department also uses non-federal funding, as available, to assist with emergency rehabilitation services.

IV. Definitions

- A. "Applicant" shall mean the Tribal Member applying for the services. If the Applicant is married, both spouses must sign the application. If both are Tribal Members, one spouse shall be designated as the Applicant for purposes of these services.
- B. "Dependent" shall mean a person residing in the household who depends on the Applicant for food, clothing, shelter and financial support. Examples may include a spouse, a child under the age of 26, a Disabled Person over the age of 26, and any person for whom the Applicant serves a legal guardian or conservator.
- C. "Elderly Person" shall mean a person who is at least 62 years of age, as set forth in Section 4 of the Native American Housing Assistance and Self Determination Act of 1996, as amended ("NAHASDA").
- D. "Emergency" shall mean a condition that represents an existing threat to

health and/or safety of the resident.

- E. "Homeowner" shall mean the person(s) who holds title to the property in need of rehabilitation.
- F. "Housing Department" shall mean the Poarch Band of Creek Indians Housing Department.
- G. "Participant" shall mean the Tribal Member who was selected for and continues to have obligations under the terms of the Emergency Rehabilitation Program.
- H. "Persons with Disabilities" or "Disabled Person" shall have the same meaning as set forth in Section 4 of the Native American Housing Assistance and Self Determination Act of 1996, as amended ("NAHASDA"), specifically, a person who:
 - 1. Has a disability as defined in section 223 of the Social Security Act;
 - 2. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which:
 - a) Is expected to be of long-continued and indefinite duration;
 - b) Substantially impedes his or her ability to live independently; and
 - c) Is of such nature that such ability could be improved by more suitable housing conditions; or
 - 3. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.

Such term shall not exclude person who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquires immunodeficiency syndrome. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted hereunder, solely on the basis of any drug or alcohol dependence.

- I. "Program" shall mean the Emergency Rehabilitation Program for Tribal Seniors and Disabled Persons.
- J. "Property" shall mean the land owned by the Tribal Member and the housing structure located on the land.
- K. "Service Area" shall mean Baldwin, Elmore, Escambia, Mobile, Monroe and Montgomery Counties in Alabama and Escambia County, Florida.
- L. "Tribe" shall mean the Poarch Band of Creek Indians.

M. "Tribal Member" shall mean an enrolled member of the Poarch Band of Creek Indians.

N. "Tribal Senior" shall be a Tribal Member 55 years of age or older.

V. **Specific Policies**

A. *Application:* Eligible Tribal Members must submit a request for emergency rehabilitation services using the Program Application (attached hereto as "**Exhibit A**"). All applications will be reviewed by the Housing Department staff prior to approval/disapproval by the Housing Director. The Housing Director shall have the final approval authority for any rehabilitation services.

B. *Amount of Emergency Rehabilitation Services:* The Housing Director shall have the authority to grant approval for rehabilitation services not to exceed a total of Fifteen Thousand Dollars (\$15,000.00) to correct the existing threat to health and safety. Participants under a previous Senior Emergency Rehabilitation Policy who received less than \$15,000.00 may apply for the difference between what they received and the current grant amount of \$15,000.00. Subject to the financial limit imposed herein, the Housing Department staff will be responsible for taking such corrective action as may be necessary, either by using Housing Department staff or by contracting for the corrective action in accordance with established procedures.

The amount allowed under this policy may be distributed in smaller increments for smaller rehabilitation jobs or as one lump sum for a larger rehabilitation job. However, each eligible Tribal Member may only use the full amount under this policy one time in his or her lifetime.

C. *Emergency Rehabilitation on a Leased Residence:* Participant must submit a copy of the Lease Agreement for review by the Housing Department. The Housing Department will determine if, according to the Lease Agreement, the requested Emergency Rehabilitation should be performed by the Landlord/Homeowner. If so, the Housing Department will assist the Participant in submitting the Emergency Rehabilitation request to the Landlord/Homeowner.

D. *Payback:* These funds will be in the form of a grant with no payback required.

E. *Funding:* Approval of rehabilitation projects are subject to the availability of funds. The Housing Department will determine whether federal funds or tribal funds will be used for the requested repairs based on the income guidelines met by the Applicant.

F. *Prioritizing:* The Housing Department will prioritize rehabilitation projects that are allowable in accordance with the Point System (attached hereto as "**Exhibit**

"B").

- G. *Incomplete/Pending Files:* Applicants who submit an incomplete Application shall be notified, if possible, and given fourteen (14) calendar days to submit the missing information. If the information is not submitted within the fourteen (14) calendar days, the Application shall be moved to Inactive Files until completed or destroyed after one (1) year, whichever is sooner.

VI. Eligibility Requirements

- A. All Applicants must meet the following requirements:
1. Must be a Tribal Member;
 2. Must meet the definition of Tribal Senior, Elderly Person, or Person with Disabilities, or have a dependent living in the household who meets the definition of Person with Disabilities;
 3. Only one Emergency Rehabilitation may be used per Household;
 4. Must own or have a remaining long-term (no less than 5 years) lease on the home, or if a manufactured home is being rehabilitated, a copy of the title or other proof of ownership or a long-term lease; and
 5. Must not have any delinquent accounts with the Tribe, its departments, authorities, commissions, or other entities.
- B. Additionally, to qualify for federal funding, the Applicant must meet both of the following criteria:
1. Must meet federal income guidelines as set forth in NAHSADA;
 2. Must show proof of homeowner's insurance; and
 3. Must live within the service area.
- C. Participation in any other Housing Department program shall not make the Applicant ineligible to participate.
- D. If the Participant is a tenant under a long-term lease in the home in need of rehabilitation services, the Homeowner must agree to sign the Emergency Rehabilitation Property Participation Agreement (attached hereto as "Exhibit C") and the Lease Addendum (attached hereto as "Exhibit D").

VII. Documentation Required

Applicant must provide sufficient documents with the application (attached hereto as "Exhibit

A") to the Housing Department along with the following documentation:

- A. A copy of the deed to the home or, if a manufactured home is being rehabilitated, a copy of the title or other proof of ownership; or a copy of a Long-Term Lease if the Tribal Member does not own the home or manufactured home;
- B. If the Applicant is married, a copy of the marriage license;
- C. Proof of income. Proof may be submitted in the form of recent check stub, current income tax statement, W-2, 1099, SSI or Disability benefits statement or notarized statement from employer;
- D. Proof of Applicant's disability if the Applicant is claiming that he or she meets the definition of a Person with Disabilities or proof of the dependent's disability if the Applicant is claiming to have a Dependent who meets the definition of a Person with Disabilities;
- E. A copy of Tribal I.D. cards for every Tribal Member living in the home;
- F. A copy of Social Security cards for everyone living in the home; and
- G. Utility bills or other documentation evidencing that Applicant maintains the home where repairs will be provided as Applicant's primary residence.

Additional documentation may be requested to establish eligibility and/or points or to determine if the rehabilitation services requested are allowable.

VIII. Allowable Uses

The following are allowable rehabilitation services:

- A. Repairs and/or replacement of items that have been identified as presenting (i) an immediate danger to the life, health, or safety of the Applicant or Applicant's household, or (ii) the possible cause of imminent serious damage to the Property. These repairs shall have priority over other requests.
- B. Rehabilitation of an Applicant's home to make it accessible to Persons with Disabilities living in the Applicant's household, which may include, but is not limited to, bathrooms, doorways, entrance ramps, etc.

The Housing Department will conduct an inspection of the home in need of rehabilitation within forty-eight (48) hours of receiving a completed Application for services. The Housing Department inspector will determine if the repairs are necessary as a result of an

Emergency. If the repair is not for an Emergency or allowable use within this Section, the Applicant shall be referred back to the Housing Department for possible participation in the Rehabilitation or Renovation Loan Programs. Assistance for routine maintenance is not allowed under this Policy.

IX. Rehabilitation Services in the Service Area

- A. If the Applicant is eligible for services and the home is within the Tribe's service area, then the Housing Department staff shall inspect the home in order to establish whether an emergency condition or situation exists. The Housing Director shall have the authority to determine whether an emergency condition or situation exists that is an existing threat to the health and safety of the Applicant such that immediate corrective action is necessary to avoid injury or impairment of the health of the Applicant. If so determined, the required corrective action shall be given priority over all other rehabilitation services that may be pending.
- B. If the Applicant qualifies for federal funding for the rehabilitation services, the Housing Department staff shall be responsible for selecting a contractor to perform the rehabilitation services pursuant to the Tribe's Procurement Policy, monitoring and inspecting the work performed by the contractor, and paying the contractor for the services rendered.
- C. If the Applicant does not qualify for federal funding and the rehabilitation services are being tribally funded, the Applicant may either select a contractor to perform the rehabilitation service or allow the Housing Department to select the contractor. Whether the Applicant chooses the contractor or the Housing Department chooses, the Housing Department shall be responsible for monitoring and inspecting the work performed by the contractor and paying the contractor for the services rendered.

If the Applicant chooses to select a contractor, the Applicant must comply with the Tribe's Procurement Policy and obtain two quotes for the work to be performed. The contractor must be licensed and insured to perform the approved work.

X. Rehabilitation Services Outside the Service Area

- A. If the Applicant is eligible for services and the home is outside the Tribe's service area, then the Applicant shall be responsible for having an inspection performed on the home in order to establish whether an emergency condition or situation exists. If an inspector cannot be engaged after reasonable efforts, the Applicant shall coordinate with the Housing staff regarding an alternative process. The Housing Director shall have the authority to determine whether an emergency condition or situation exists that is an existing threat to the health and safety of the Applicant such that immediate corrective action is necessary to avoid

injury or impairment of the health of the Applicant. If so determined, the required corrective action shall be given priority over all other rehabilitation services that may be pending.

- B. The Applicant shall be responsible for selecting a contractor to perform the rehabilitation service outside the Service Area. After the work is completed, the Applicant shall also be responsible for securing and providing an inspection report to the Housing Department prior to any payment being issued, pursuant to Section XI below.

XI. Payment for Contractor Services

- A. The Poarch Band of Creek Indians Accounting Department will make payment to the contractor performing the work and the Participant via a two-party check. At no time will payments be made only to the Participant for any material or contractor invoices. There will be no exceptions to this rule unless prior arrangements have been made with the Housing Director.
- B. If an emergency condition that threatens the health and/or safety of the Resident arises after-hours or on the weekend, the Resident should immediately notify the Housing Department. If the Housing Department is unable to arrange for the repairs, the Resident may have the repairs completed and submit the contractor invoices for reimbursement up to the amount allowable under this Program. A completed application with all accompanying documentation must be turned in with the invoices for reimbursement. Reimbursement will only be considered if it is determined that an emergency condition existed and there was no opportunity to complete an application prior to the repairs being performed.
- C. An inspection must be performed and a copy of the inspection report must be sent to the Housing Department prior to any payment being issued. Final payment will not be issued until all of the work has been completed to the satisfaction of the inspector. If an inspector cannot be engaged after reasonable efforts, the Applicant shall coordinate with the Housing staff regarding an alternative process. This alternative process shall include, but not be limited to, the requirement for a contractor licensed in the area of services to be performed to submit: a written report of the repairs needed along with photographs of the damaged area, invoices detailing the work performed, and a written affidavit of completion with photographs of the completed repairs.
- D. The pre-inspection and post-inspection required under this Policy may be paid as part of this Program; however, payment of inspections shall not cause the Participant to exceed the Fifteen Thousand Dollar (\$15,000) Program limit. All payments will be made in the form of two-party checks.

XII. Grievance Procedure

A. Grievance Process

1. If there is any disagreement about a denial of an application or request for reimbursement for services performed, the Applicant must initiate the grievance process by submitting a written letter to the Housing Department within ten (10) business days of the denial.
2. The signed letter will be logged in with the date and time of receipt and will be reviewed by the Housing Director with input from any other involved staff. A written response will be provided to the Applicant within ten (10) business days.
3. If there continues to be questions or disagreements about a denial of an application or request for reimbursement for services performed, the Applicant must submit a letter to the Tribal Member Services Division Director within ten (10) business days after the decision of the Housing Director is made, requesting a review of the housing file and relevant documents.
4. The Tribal Member Services Division Director can concur with the decision of the Housing Department or make recommendations regarding approval of or a revision to the initial decision. A written response will be provided to the Applicant within five (5) business days.
5. If there continues to be questions or disagreements about a denial of an application or request for reimbursement for services performed, the Applicant must submit a letter to the Chief Financial Officer within ten (10) business days after the decision of the Tribal Member Services Division Director is made, requesting a review of the housing file and relevant documents. The Chief Financial Officer can concur with the initial decision or make recommendations regarding the initial application or renewal of the Lease Agreement. A written response will be provided to the Applicant within five (5) business days.

B. Appeal Process

1. When the Applicant does not agree with the decision rendered at the departmental level after exhausting all administrative remedies, the Applicant may seek to appeal the decision by filing a notice of appeal with the Tribal Grievance Board.
2. The appellant must provide written notice to the Tribal Grievance Board by filing the intent to appeal in the Regulatory Affairs Division Office within fourteen (14) calendar days of the receipt of the final departmental decision. The Appeal Notice shall set forth the specific issues and reason(s) for the request, along with any other relevant statements or documents the appellant desires to include. Upon receipt of the Appeal Notice, the appellant will be

provided a copy of the established appeal procedures set forth by the Tribal Grievance Board.

3. Any decision made by the Tribal Grievance Board is considered final and no other administrative action is available to an appellant.

XIII. Implementation of Program Policy

The Housing Director and Staff are tasked with the requirement to implement the Emergency Rehabilitation Program by promoting it, developing any other necessary forms, and developing a point system that would lead to the creation of a list of Applicants that is to be prioritized and maintained.

These policies and procedures are adopted by the Poarch Band of Creek Indians Housing Department on this the 22nd day of October, 2021. These Policies and Procedures shall supersede any previously approved Emergency Rehabilitation Program Policies and Procedures and will apply to any applications approved after the date of adoption.



Housing Director

Poarch Band of Creek Indians

Exhibit A
Application

Exhibit B
Point System Used to Determine Priorities

Factor	Ranking factor and definition	Ranking description	Point value	Points
1	Annual household income: Must include income of all persons counted in Factors 2, 3, 4. Income includes earned income, royalties, and one-time income. A household with an income 151% or more of the Federal Poverty Guideline (FPG) is ineligible for the HIP.	Income as a percentage of FPG:	Points:	
		0-25	25	
		26-50	20	
		51-75	15	
		76-100	10	
		101-125	5	
		126-150	0	
2	Aged person: person age 55 or older and must be living in the house. <i>Maximum points awarded under this Factor is 15, regardless of the number of years over age 55. Thus, 15 points will be added to the score for a resident who is 70 years of age or older.</i>	Years of age: Less than 55, 55 and older	Points: 1 point per year over 54, up to max of 15 points	
3	Disabled individual: One or more disabled persons living in the house. Must meet the definition of "disabled" under 25 CFR 256.2. <i>Maximum points awarded under this Factor is 10, regardless of the number of disabled residents.</i>	If there is a disabled resident	10	
4	Dependent children: Must be under the age of 18 or such other age established for purposes of parental support by tribal or state law (if any). Must live in the house and not be married. <i>Maximum points awarded under this Factor is 15.</i>	Number of dependent children:	Points:	
		1	3	
		2	6	
		3	9	
		4	12	
		5 or more	15	
5	Other conditions: Veteran, homeless or dilapidated housing, overcrowded conditions. <i>Maximum points awarded under this Factor is 15.</i>	If any of the conditions are present	5 for each condition, up to max of 15	
6	Applicants with approved financing package	If applicant has approved financing	25	
			Total Pts	

Exhibit C
Emergency Rehabilitation Property Owner's Participation Agreement

Rehabilitation Program Property Owner's Participation Agreement

This Agreement, entered into this _____ day of _____, 20_____, by and between _____ ("Homeowner") and the Poarch Band of Creek Indians ("Tribe") through its Housing Department ("Housing Department").

Whereas, Homeowner's tenant, _____, ("Participant") has applied for and been accepted in the Housing Department's Emergency Rehabilitation Program for Tribal Seniors and Disabled Persons ("Program"); and

Whereas, the Tribe has agreed to rehabilitate property owned by Homeowner, leased by the Participant, and located on the following described property:

See the Legal Description attached hereto as **Exhibit A**.

Now, therefore, in consideration of these premises and for other good and valuable consideration, the parties covenant and agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed within this Agreement or as defined within the Emergency Rehabilitation Program for Tribal Seniors and Disabled Persons Policies and Procedures.
2. Homeowner acknowledges that the Tribe's rehabilitation work will benefit the property owned by Homeowner and authorizes the Tribe to proceed with the rehabilitation work described in **Exhibit B** attached hereto and made a part hereof.
3. In consideration for the Tribe's rehabilitation of the home owned by Homeowner, the Homeowner agrees to repay a pro-rata share of the total amount expended by the Tribe if the Lease Agreement with Tenant is terminated less than five (5) years after the rehabilitation work is completed, and to amend his/her/its lease with Participant to grant the Tribe certain protections. Accordingly, Homeowner agrees to execute the Lease Addendum attached hereto as **Exhibit C**.
4. **GUARANTY:** In consideration of the rehabilitation in the amount of \$ _____ (_____ Dollars) and the benefit conferred on the undersigned's property, the undersigned guarantees the pro-rata repayment of this amount if the Lease Agreement with Tenant is terminated less than five (5) years after the rehabilitation work is completed. The pro-rata repayment shall be calculated by dividing the full amount expended by sixty (60) months. The amount due for the rehabilitation services shall be the total months that would have been remaining on the five-year Lease had it not been terminated. If the

Lease Agreement is not terminated in less than five (5) years after the rehabilitation work is completed, no repayment shall be required.

5. Homeowner shall provide a copy of his or her homeowner's insurance during the term of this Agreement.
6. Homeowner further agrees to provide the Housing Department information and to sign such documents as may be required by the Department and/or the Federal Government to implement the terms of the Program.
7. Term: This Agreement shall become effective when executed by the Parties. It shall continue in full force and effect until five (5) years after the rehabilitation work has been completed.
8. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
9. This Agreement and any related documents shall be construed according to the laws of the Poarch Band of Creek Indians. Exclusive venue and jurisdiction shall be in the Tribal Courts of the Poarch Band of Creek Indians. Nothing contained in the Agreement or any related documents shall be construed or deemed to provide recourse to tribal government assets.

Wherefore, the parties have executed this Agreement, causing it to be effective as of the date first written above.

For the Homeowner:

For the Tribe:

Signature

Signature

Printed Name

Printed Name

Spouse's Signature

Title

Spouse's Printed Name

Date

Date

WITNESSED:

State of _____

County of _____

Sworn to and subscribed before me on this the ____ day of _____, 20__.

Notary Public

My commission expires: _____.

Exhibit D
Lease Addendum

LEASE ADDENDUM

The Lease Agreement ("Agreement") dated this ____ day of _____, 20____, by and between _____ (hereinafter called "Landlord"), whose address is _____, and _____ (hereinafter called "Tenant"), whose address is _____, is hereby amended as follows:

1. In the event of conflicting provisions in the Agreement and this Lease Addendum ("Addendum"), this Addendum shall supersede any and all conflicting provisions set forth in the Agreement.

2. Landlord and Tenant confirm that the leased property is described as follows:

See the Legal Description attached hereto as **Exhibit A** (hereinafter "Property").

3. Landlord acknowledges that Tenant has been approved for participation in the Poarch Band of Creek Indians Housing Department's ("Housing Department") Emergency Rehabilitation Program for Tribal Seniors and Disabled Persons. Accordingly, Landlord agrees for the Housing Department to make those repairs to the Property, which are listed in "**Exhibit B**" attached hereto and made a part hereof; to provide any and all necessary information to the Housing Department to facilitate and maintain Tenant's participation in the Emergency Rehabilitation Program; and to execute any and all necessary documents to facilitate and maintain Tenant's participation in the Emergency Rehabilitation Program.

4. Landlord shall carry insurance on the Property and shall provide a copy of that insurance to the Housing Department.

5. Landlord shall not be entitled to terminate the Agreement in the next five (5) years for any reason except a material breach or default of the terms, conditions, and covenants contained in the Agreement or in this Addendum. If Tenant does commit a material breach or default, the Landlord shall provide written notice to Tenant of the breach or default and shall give the Tenant at least thirty (30) days to cure the breach or default. If the breach or default is not cured within thirty (30) days, then Landlord may terminate the Agreement by issuing written notice to Tenant and providing Tenant at least seven (7) days to vacate the Property.

6. Landlord and Tenant acknowledge and agree that the Tribe is a third-party beneficiary to the Agreement and this Addendum.

7. Notices under the Agreement and this Addendum shall be in writing and delivered to the parties at the addresses stated herein. The effective date of any notice hereunder shall be the date of delivery of such notice and not the date of mailing. The mailing addresses of the parties are set forth

below:

Tenant:

With Copy:

Poarch Band of Creek Indians Housing Department
5811 Jack Springs Road
Atmore, AL 36502
Attention: Housing Rehabilitation Coordinator

Landlord:

8. The Agreement and this Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that any assignment or transfer of this Agreement and Addendum by either party shall not be effective unless approved in writing by the Housing Director.

9. Each and every term of the Agreement and this Addendum shall be binding upon the agents, spouses, family members, representatives, insurers, officers, directors, members, managers, employees, heirs, administrators, executors, successors, and assigns of the parties.

10. This Addendum is intended to be as broad and as inclusive as permitted by the laws of the State of Alabama. In the event any provision or any portion of any provisions of the Agreement or this Addendum is held invalid, the other provisions of the Agreement and this Addendum and the remaining portion of said provision shall not be affected thereby and shall continue in full force and effect.

11. This Addendum may be signed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement.

12. This Agreement and the Addendum represents the entire agreement between the parties and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both Parties and the Housing Director.

LANDLORD:

TENANT:

Signature

Signature

Printed Name

Printed Name

STATE OF _____
COUNTY OF _____

I, the undersigned authority and for said County and State, hereby certify that _____, whose name as LANDLORD is signed to the foregoing conveyance and who is/are known to me and acknowledged before me that being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, the undersigned authority and for said County and State, hereby certify that _____, whose name as TENANT is signed to the foregoing conveyance and who is/are known to me and acknowledged before me that being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____