Snoqualmie Indian Tribe
HUD Rental Assistance Program Policy

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Overview

The Tribal Council of the Snoqualmie Indian Tribe ("Tribe") hereby establishes the HUD Rental Assistance Program ("Program") to provide assistance to eligible low-income households wishing to reside in safe, healthy, affordable rental housing and whose needs cannot be met through existing housing programs. Assistance will be provided in the form of monthly rental subsidies for those who qualify and adhere to the requirements of the Program. This Program will be carried out by the Housing Department ("Housing Department") in accordance with the requirements, rules, and regulations of the Native American Housing Assistance and Self-Determination Act of 1996 ("NAHASDA"), using funding provided by the U.S. Department of Housing & Urban Development ("HUD").

Purpose

The Snoqualmie Indian Tribe recognizes the need to develop a program that provides assistance to low-income tribal members whose needs cannot be met through the existing housing programs. This program is intended to provide rental assistance to eligible families in an impartial manner, with preference to enrolled Snoqualmie Tribal Members, as set forth in this HUD Rental Assistance Program Policy ("Policy").

The Program governed by this Policy replaces and supersedes the program set forth in the Tribe's previous Housing & Urban Development Grant Policy. All payments and obligations under the previous program will be terminated and restarted under this new Program to the extent allowable.

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POLICY

The Snoqualmie Indian Tribe recognizes the need to develop a program that provides assistance to low-income tribal members whose needs cannot be met through the existing housing programs. The Housing Department will implement the HUD Rental Assistance Program in a manner consistent with the overall mission of the Tribe and in accordance with the requirements of NAHASDA. The objectives of the Program are as follows:

1. To provide rental assistance to eligible low-income Indian households
2. To provide rental assistance to eligible elderly and disabled Indian households

1. DEFINITIONS

For purposes of this Policy only, the following definitions apply:

A. Adjusted Income. The term '*adjusted income*' means the annual income that remains after excluding the following amounts:

1. YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES- $480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)-
   a. who is under 18 years of age; or
   b. who is 18 years of age or older and a person with disabilities or a full-time student.
2. ELDERLY AND DISABLED FAMILIES- $400 for an elderly or disabled family.
3. MEDICAL AND ATTENDANT EXPENSES- The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of-
   a. medical expenses, in the case of an elderly or disabled family; and
   b. 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.
4. CHILD CARE EXPENSES- Child care expenses for the care of children under the age of 12 to the extent necessary to enable another member of the family to be employed or to further his or her education.
5. EARNED INCOME OF MINORS- The amount of any earned income of any member of the family who is less than 18 years of age.
6. TRAVEL EXPENSES- Excessive travel expenses, not to exceed $25 per family per week for employment or education related travel.

B. Annual Income.

Annual Income will be determined by one of two methods, whichever is more advantageous t either the definition used for reporting on the Internal Revenue Service ("IRS") Form 1040 series for individual Federal annual income tax purposes ("IRS Method") or the method defined for use by HUD's Section 8 programs in 24 CFR Part 5, subpart F ("Section 8 Method"). The method that is most advantageous to the applicant is the method to be used. (see Appendix B).

C. Drug Related Criminal Activity. The term '*drug-related criminal activity*' means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as such term is defined by Tribal law).

D. Elderly and Near-elderly Families. The terms '*elderly family*' and 'near elderly families' means a family whose head (or his or her spouse), or whose sole member, is an elderly or near-elderly person,

respectively. Such terms include two or more elderly persons or near elderly persons living together, and one or more such persons living with one or more persons determined by the Tribe to be essential to their care or well-being.

E. Elderly Person. The term '*elderly person*' means a person who is at least 62 years of age.

F. Family. *Family* is defined as a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person.

G. Full Time Student. A person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program or an institution offering a college degree, and is carrying a subject load that is considered full-time for students under the standards and practices of the institution attended.

H. HUD. The U.S. Department of Housing and Urban Development.

I. Indian. Any person recognized as being an Indian or Alaska Native by an Indian Tribe, the Federal government or any state.

J. Indian Area. The area in which the Tribe operates Housing programs as defined in the Tribe's approved Indian Housing Plan.

K. Indian Tribe.

1. The term '*Indian tribe*' means a tribe that is a federally recognized tribe or a State recognized tribe.
2. 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. The term '*State recognized tribe*' means any tribe, band, nation, pueblo, village, or community that has been recognized as an Indian tribe by any State *and* for which an Indian Housing Authority has, before the effective date under section 705 of NAHASDA, entered into a contract with HUD 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.

L. Low Income Family. The term '*low-income family*' means a family whose income does not exceed 80 percent of the median income for the area in which they reside, as determined by HUD with adjustments for smaller and larger families. See Appendix A for the most current income limits.

M. Median Income. The term '*median income*' means the greater of: the median income for the Snoqualmie Indian Tribe's Indian area, determined annually by HUD;

or

the median income for the United States that will be an addendum to these procedures.

N. NAHASDA. The Native American Housing Assistance and Self-Determination Act, passed by the U.S. Congress in 1996.

O. Occupancy Standards

In determining the proper unit size for each family, the following general principles will apply:

- ✓ Avoidance of overcrowding or underutilization;
- ✓ Compliance with applicable requirements.

Note: The following chart is a general resource, however, in the event of any conflict or inconsistency, applicable HUD occupancy standards and other applicable laws and regulations will control.

# Of Bedrooms	Number of Persons	
	Minimum	Maximum
Studio	1	2
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11

P. Payment assistance.

1. The factors used to determine the amount of assistance to be paid to the owner/landlord on behalf of the participant are:
   a. Annual income of the family
   b. Fair Market Rent for counties in the Snoqualmie service area, as determined annually by HUD. The Fair Market Rent figures for each respective county shall be attached as appendices to this policy and shall be updated when published by HUD.
2. The amount of Program assistance that a family will be eligible to receive will be up to 30% of the affordable rent amount, which is based on 30% of the applicant's monthly adjusted income. **Under no circumstances will the Snoqualmie Indian Tribe enter into an agreement where the family is required to pay more than 30 percent of the family's adjusted monthly income.** Rent cannot exceed the fair market rent.
3. Utilities are not covered by the Program and may not be factored into the rent amount for purposes of calculating assistance amounts.

Q. Persons with Disabilities. A person who:

1. has a disability as defined in section 223 of the U.S. Social Security Act;
2. has a developmental disability as defined in section 102 of the U.S. Developmental Disabilities Assistance and Bill of Rights Act of 2000.
3. is determined, pursuant to regulations issued by HUD or the Tribe, 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 a nature that such ability could be improved by more suitable housing conditions.

   The term "person with disabilities" includes persons who have the disease of acquired immunodeficiency- syndrome of any condition arising from the etiologic agent for acquired immunodeficiency syndrome.

Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this part, solely on the basis of any drug or alcohol dependence.

For purposes of this definition, the term "physical, mental, or emotional impairment" includes, but is not limited to:

a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems – neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; genitourinary; hemic and lymphatic; skin; and endocrine; OR

b. Any mental or psychological condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

c. The term "physical, mental, or emotional impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, and emotional illness.

2. PROGRAM ELIGIBILITY & ADMISSIONS

A. Applicants must meet the following criteria to be eligible for assistance under this Program:
   1. Low-income family, as defined in this Policy.
   2. Indian, as defined in this Policy and verified with a Tribal ID or other acceptable documentation.
   3. The unit for which the Applicant intends to receive assistance meets Occupancy Standards and all other requirements in this Policy.

B. Notwithstanding the limitations of the foregoing provision:
   1. The Housing Department may choose to provide assistance to non-low-income families in accordance with 24 C.F.R. §1000.110.
   2. The Housing Department may choose to provide assistance to non-Indian families on the Tribe's reservation or within the Tribe's Indian area if it determines that the family's housing needs cannot be reasonably met without Program assistance and the family's presence on the Tribe's reservation or within the Tribe's Indian area is essential to the wellbeing of Indian families, pursuant to 24 C.F.R. §1000.104.

C. Applications received from any family or person(s) not meeting the established criteria may be referred to other state or local agencies for housing assistance.

D. The following are ineligible to receive Program assistance:
   1. Applicants who owe the Snoqualmie Indian Tribe money at the time of application review, unless the applicant has a payback agreement with the Tribe, which must be adhered to until paid in full. If the applicant breaches the payback agreement while receiving Program assistance, the Housing Department may terminate such assistance.
   2. Applicants who have been previously terminated or evicted from any program administered by the Snoqualmie Indian Tribe and have not been permitted to resume participation.
   3. Applicants currently receiving the benefit of any other form of housing subsidy funded in whole or in part by HUD for the same dwelling unit.
   4. Applicants related to the owner/landlord of the unit for which they intend to receive assistance.

E. All applicants determined ineligible by the Housing Department will be notified promptly in writing. The notification will contain a brief description of the reason(s) for the ineligibility and an explanation of the applicant's rights to request a hearing in accordance with the Grievance and Appeals Procedure set forth in this Policy.

3. APPROVAL OF LEASES

A. All lease terms must be for a term of one year with automatical renewal at the end of the year unless a 30-day notice is provided by the participant or owner/landlord of intent not to renew the lease. The party giving notice must also provide a copy of such notice to the Housing Department. The owner/landlord is not required to continue with a one-year lease after the initial lease period and may opt to change to a month-to-month lease after the first year.

B. The Housing Department may provide the participant a copy of applicable landlord and tenant laws along with and housing discrimination laws and a list of NAHASDA requirements to give to potential owner/landlords to assist them in submitting an acceptable lease.

C. Upon receipt of the proposed lease, the Housing Department will review it and determine if there are any unlawful provisions in the lease and that all the necessary provisions as defined in Section 207 of NAHASDA are included.

D. If any unlawful provisions are found, the Housing Department will require the owner/landlord to strike them. If the owner/landlord is not willing to strike them, the lease will be disapproved.

E. If there is any necessary information missing from the lease in accordance with NAHASDA, the Housing Department will require the owner/landlord to put these items in writing as an addendum to the lease. If the owner/landlord refuses to add the necessary lease information to the lease, the lease will be disapproved.

F. If the lease covers all necessary provisions required and are determined to have no unlawful provisions, the Housing Department will approve the lease.

G. The Snoqualmie Indian Tribe is not a party to the lease and assumes no responsibility in its enforcement.

H. If the owner/landlord of the property is related to the applicant, the request for assistance will be denied.

4. Housing Standards

A. Minimum Housing Quality Standards ("HQS")

1. The Housing Department will utilize the housing quality standards listed in Appendix C to determine the unit is a decent, healthy and safe place to live.
2. The Housing Department may provide the participant with information to assist them in finding housing that meets the minimum requirements.

B. Inspections

1. The Housing Department will conduct, or arrange to have conducted, a pre-occupancy inspection utilizing the adopted HQS and inspection form to insure the unit is a healthy, safe, and decent place to reside prior to approval of assistance payments. If the unit does not pass the inspection, assistance can be approved if the owner/landlord is willing to make necessary repairs to bring the unit up to the minimum requirements. If the owner/landlord is not willing to make the repairs assistance cannot be approved.
2. The Housing Department will also conduct special inspections if it is reported that the dwelling no longer meets the minimum requirements and the owner/landlord is unwilling to make the necessary repairs. If it is determined that the unit no longer meets the minimum requirement, the Housing Department will request the necessary repairs in writing to the owner/landlord. If the owner/landlord is unwilling to make the repairs, the Housing Department will allow the tenant to transfer to a unit that does meet the requirements.
3. If the participant causes damage to the unit, it is the owner/landlord's responsibility to take appropriate action in accordance with the lease and state and local law.

5. PAYMENT – EXECUTION OF AGREEMENTS FOR ASSISTANCE

A. Participant Agreement. Once the lease and the unit have been approved by the Housing Department, the applicant-participant will sign a Participant Agreement to fulfill and abide by Program obligations, as described in Section 8 of this Policy.

B. Owner/Landlord Obligation Statement. Before the Tribe will provide assistance, the owner/landlord must sign a statement agreeing to adhere to Program requirements, as described in section 8 of this Policy.

C. Payment Agreement. Following receipt of the Participant Agreement and the Owner/Landlord Obligation Statement, the Housing Department and the owner/landlord will enter into a Snoqualmie Tribal Rental Assistance Payment Agreement ("Payment Agreement"), which obligates the owner/landlord to comply with Program and NAHASDA standards and depicts the Tribe's payment schedule for assistance on the participant's behalf and the amount of the monthly payment. The Payment Agreement may also include the Tribe's obligations, as described in Section 8 of this Policy.

D. Lease Agreement. The lease agreement between the participant and the owner/landlord is a separate document that holds the participant responsible for compliance with the terms and conditions and provides a rent amount reduced in advance by the assistance depicted in the Payment Agreement. The Tribe will not be party to the lease.

E. Assistance Payment Scheduling. If a participant moves into a unit at any point during the month other than at the first day of the month, the assistance payment for that first month will be pro-rated for the remaining days left in the month and issued within three working days to the owner/landlord. The assistance payment will be made thereafter on or before the first day of each month. The participant is not responsible for the approved assistance payment made by the Housing Department.

6. TRANSFERRING OF UNITS

A. Transfers will not be allowed during the initial lease period unless both parties are willing to break the lease and there is good cause to break the lease as determined by the Housing Department.

B. Transfer requests after the initial lease period will be approved only under the following conditions:
   1. The dwelling no longer meets HQS standards (not caused by the participant) and the owner/landlord refuses to make the necessary repairs.
   2. The family needs a smaller or larger unit in accordance with occupancy standards.
   3. The family needs to relocate closer to work, school or medical facilities, or for safety reasons such as an act or threat of violence against the family (transfer for these reasons must be verifiable).
   4. The owner/landlord does not wish to renew the lease.

7. CERTIFICATION OF REQUIREMENTS

A. All participants will be required to be recertified at least annually in accordance with this Policy to determine if they are still eligible for the program and if the assistance amount needs to be adjusted.

B. All participants who are over income for the program at the time of re-certification will be given at least 30 days-notice for termination of assistance. The owner/landlord will also receive a copy of this notice.

8. OBLIGATIONS

A. Participant Obligations.

1. When the participant's lease and unit are approved, the participant must sign a Participant Agreement before the Tribe will provide Program assistance. Any breach of the obligations in the Participant Agreement is grounds for termination of assistance.

2. Pursuant to the Participant Agreement, the participant and all family members residing in the unit must:
   a. Supply the Housing Department with any information that the Housing Department determines to be necessary for use in a regularly scheduled re-examination or interim re-examination of family composition and income.
   b. Disclose social security numbers for verification.
   c. Supply any information requested by the Housing Department to verify the family is living in the unit, or information related to family absence from the unit.
   d. Promptly notify the Housing Department if the family will be away from the unit for more than 14 days.
   e. Notify the Housing Department and the owner/landlord in writing at least 30 days prior to moving out of the unit or terminating the lease.
   f. Use the assisted unit for residence by the family only. The unit must be the family's only residence.
   g. Request Housing Department and landlord approval to add any other family members as occupants of the unit.
   h. Give the Housing Department a copy of any owner/landlord eviction notice, or notice of lease termination.
   i. Pay all utility bills and the portion of the rent the participant is responsible for (if any).

3. The family must not:
   a. Own or have any interest in the unit.
   b. Commit any serious or repeated violation of the lease.
   c. Commit fraud, bribery or any other corrupt criminal act in connection with the program.
   d. Participate in illegal drug activity or violent criminal activity.
   e. Sublease or let the unit or assign the lease or transfer the unit.
   f. Receive any housing subsidy for the same unit or a different unit from any other state, federal or local housing program.
   g. Damage the unit or premises (other than normal wear and tear) or permit any guest to damage the unit or premises.

4. When a family breaks up:
   a. If there are children included in the household, the assistance will remain with the parent who has custody and control of the children.
   b. If children are split between the parents, the tribal member parent will retain the assistance.
   c. If there are no children in the household, the assistance will remain with the participant who signed the lease if he/she is a tribal member.

d. Family members who are forced to leave as a result of violence will retain the assistance.

B. Owner/Landlord Obligations.

Before execution of the Payment Agreement, the owner/landlord must agree to the following obligations in the program and must sign a statement that they are willing to adhere to these obligations before assistance can be approved.

1. The owner/landlord is responsible for conducting background checks and contacting references to determine the participant's suitability as a renter. The Housing Department does not screen the tenants.
2. The owner/landlord is responsible for compliance issues concerning any and all conditions of the lease.
3. The owner/landlord is responsible for providing the Housing Department with a copy of any eviction or lease termination.
4. The owner/landlord must notify the Housing Department if any participant vacates a unit.
5. The owner/landlord must provide the Housing Department with a copy for approval of any changes to the lease during the tenancy of a participant of this program.

C. Housing Department Obligations.

1. The Housing Department is responsible for payment of the assistance amount to the owner/landlord each month by the first of each month.
2. The Housing Department is responsible for ensuring a proper inspection has been conducted prior to approval of the unit, and for special inspections if the participant reports it that the unit no longer meets the minimum required standards and the damages were caused by maintenance neglect of the owner/landlord.
3. The Housing Department is responsible for conducting the initial income verification to determine eligibility and conducting re-certifications for continued eligibility of participants at least annually.
4. The Housing Department is responsible for providing notice to the landlord and participant if Assistance amounts change or cease.

9. TERMINATIONS

A. Termination of Lease by Owner / Landlord.

During the term of the lease, the owner/landlord may not terminate except for:

1. Serious or repeated violations of the terms of the lease.
2. Violations of federal, state, Tribal, or local law that relate to occupancy or use of the unit.
3. The owner/landlord desires to use the unit for personal use or desires to sell or renovate the property.

In all cases, the owner/landlord must give the tenant written notice of the grounds and provide a copy to the Housing Department.

B. Termination of Tenancy by the Participant.

1. The family may terminate tenancy after the first year of the lease.
2. Terminations during the first year are allowed only if the owner/landlord agrees to release the family from the lease in writing and the participant meets the requirements for a transfer.

3. The family must provide the owner/landlord and the Housing Department with a copy of the notice of termination in accordance with the lease.
4. The family may also terminate the lease if the owner/landlord breaches HQS standards and refuses to repair unit after notification in writing of the necessary repairs.

C. Termination of Assistance by the Housing Department. The Housing Department may terminate housing assistance for any of the following reasons:

1. Any violation of family obligations.
2. Suspicion of illegal drug activity or violent criminal activity.
3. Failure of family to sign and submit verification documents for recertification.
4. If the family moves out of the unit.
5. If the family breaks up.
6. If the owner/landlord fails to maintain unit in accordance with HQS standards.
7. If available program funding is insufficient to support continued assistance for the families.

10. CALCULATION WORKSHEET FOR ASSISTANCE DETERMINATION

Example:

INCOME & Resident Rent Calculation WORKSHEET			
1	**GROSS ANNUAL HOUSEHOLD INCOME:**		$50,000
2	**MONTHLY GROSS INCOME:**		$4,167
3	**10% of MONTHLY GROSS INCOME**		$417
4	**IS THERE AN ELDERLY OR DISABLED MEMBER IN THIS HOUSEHOLD?** If yes enter 1	1	-$400
5	**No. OF MINORS IN HOUSEHOLD?** Enter total number of minors in household	0	$0
6	**CHILDCARE EXPENSES:** Expenses during the year for children under the age of 12 that enable a household to work, seek employment, or to further education. These expenses should not exceed the amount of encome received from work. Expenses cannot be paid to another member of the household. ONLY EXPENSES MAY BE INCLUDED THAT ARE NOT REIMBURSED FROM ANY OTHER SOURCE IS ALLOWED.		$0
7			
	MEDICAL EXPENSES AND/OR ASSISTANCE FOR ANY ELDERLLY OR DISABLED FAMILY MEMBER: If deductions are taken on this line for medical expense, the deduction on line 2 must also be taken. (ONLY EXPENSES NOT REIMBURSED FROM ANY OTHER SOURCES ARE ALLOWED.)	$400.00	
8	**ONLY THE AMOUNT THAT EXCEEDS 3% OF THE GROSS ANNUAL INCOME CAN BE DEDUCTED.** (LINE 1 X .03)	$1,500.00	
9	**IF LINE 7 IS GREATER THAN LINE 8 Enter the Difference for deduction.** If line 7 is less than 8, then there is no deduction.		$0
10	**ANNUAL ADJUSTED INCOME**		$49,600
11	**MONTHLY ADJUSTED INCOME** (LINE 8 divided by 12)		$4,133
12	**30% of MONTHLY ADJUSTED INCOME**		$1,240
13	**AFFORDABLE RENT PAYMENT STANDARD** Compare line 3 and 12; enter the higher number here		$1,240
14	**ENTER MARKET RENT BY HUD STANDARD**		$1,899
15	**ENTER ACTUAL LEASE AGREEMENT RENT**		$1,300
16	**ELIGIBLE MONTHLY RENTAL ASSISTANCE** (30% OF LINE 12)		$372
17	**MEMBER'S TOTAL RESPONSIBLE RENT TO LANDLORD** Tenant's rent can not exceed line 12		*$928*
18	**TOTAL ANNUAL HUD ASSISTANCE**		$4,464

11. WAITLIST PROCEDURES

11.1. Purpose

In an effort to distribute Tribal resources in a manner that addresses needs of the Tribal community, the Tribe provides assistance based on prioritization of preference on an applicant waitlist. Proper use of the waitlist ensures that all applicants are appropriately and fairly selected for assistance when available. Thus, it is essential that the waitlists are maintained and updated regularly with appropriate applicant information.

The Housing Department may periodically revise the procedures in this Section and implement them on an interim basis pending Council approval of the next revised version of this Policy, provided that revisions are not substantive in nature, are focused on technological or digitization updates, and have been reviewed by the Community Services Director.

11.2. Waitlist Preference

A. Preference on the waitlist will be given to applicants in the following categorical order:
   1. Enrolled adult member of the Snoqualmie Indian Tribe.
   2. Non-Indian head of household with physical custody (at least 51%) of a minor child who is enrolled in the Snoqualmie Indian Tribe.
   3. Enrolled Indian from an eligible Indian Tribe, as defined in this Policy.

B. Applicants in each category will be sub-prioritized by submission date of complete application.

11.3. Waitlist Applicant Requirements

A. An applicant will not be placed on the waitlist or be eligible to receive assistance until they have submitted a complete application that includes all required documentation as listed on the application. Failure to provide a fully completed application will result in delay or denial of being added to the waitlist and will not be given preference before those that have fully completed applications.

B. Applicants must provide the Housing Department with any changes in family composition or income as they occur.

C. Applicants must update, or verify that nothing has changed on, their application, at least once every six months to remain active on the waitlist.

11.4. Creating the Waitlist

The following are key steps and requirements for creating and maintaining the waitlist:

1. Create a spreadsheet that includes the following columns:
   a. Date
   b. Time
   c. Name
   d. Contact Information
   e. Pre-Approved Status
   f. Tribal Status
   g. Results

2. As soon as a complete application is received, log immediately by completing all columns of the waitlist for the applicant, ordered by day and time received.
3. Maintain physical copies of the waitlist in a binder with corresponding applications in order of the waitlist. Print and insert a new copy of the waitlist into the binder within one day of receiving a new application.
4. Create a separate waitlist tab for each category:
    a. Current
    b. Denied
    c. Canceled
    d. Dead Files
5. Verification of eligibility will take place promptly after receipt of completed application, depending on department workload.

11.5. Maintaining the Waitlist

A. Transfers, followed by qualified applicants under 80% of median income, will take priority. Remaining applicants will be selected on a first-come, first-served basis.

B. Maintain waitlist as a permanent record. Do not have the waitlist "rewritten"; maintain the list in a manner that cannon be easily altered and kept in a manner that is easily audited with the information and documentation regarding assistance of applicants, denials, cancels, etc.

C. Do not inform the applicant of their exact position on the waitlist. It is best to give an approximate length of time base on the number of people ahead of the applicant on the waitlist.

D. Treat the waitlist as confidential information. Do not allow applicants, tribal members, or other public to view the waitlist. Do not allow other Tribal employees or elected officials access to the waitlist unless they need access to carry out an authorized job responsibility.

E. Log all contact with an applicant on a separate sheet attached to the application referred to as the "Applicant Communication Log." Be specific, documenting the date and time when the contact occurs and list discussion details with the applicant from each contact.

11.6. Updating the Waitlist

A. Keeping the waitlist updated will help reduce errors and minimize the administrative resources expended on processing information regarding applicants who are ineligible or no longer need assistance.

B. Whenever a change is made in the waitlist, an action is taken or an activity specific to an applicant occurs, a notation must be made on the waitlist or documentation regarding the action must be attached.

C. The goal of the annotation is to provide an auditable record of applicant additions, selections, withdrawals, and rejections. Independent reviewers or auditors looking at the waitlist should be able to find an applicant on the waitlist and readily confirm that applicants were provided assistance in a given time period.

D. Do not re-write the waitlist.

11.7. Removing Applicants from the Waitlist

A. Applicants must update their information or confirm lack of updates at least once per

B. Document removal of any names from the waitlists with the time and date of the removal. Telephone the applicant or send a 10-day Update Letter to the applicant on the waitlist to determine whether the applicant would like to remain on the waitlist and if the applicant is still eligible for assistance.

C. If one of the following situations occurs, remove the applicant from the waitlist by mailing a notification to the applicant. Clearly state the reason for the removal on the notice. Send all decline notifications by first class mail.

1. Applicant Wants to be Removed – If applicant declares that he/she is no longer interested in being on the waitlist, note this action in the far-right column of the waitlist labeled "Results" and file the application with all correspondence and documentation in the "Dead File".
2. Applicant Fails to Respond to a Notice for an Update or Request for Additional Information – If the applicant does not respond, note this action in the far-right column of the waitlist labeled "Results" and file the application with all correspondence and documentation in the "Dead File".
3. Applicant is Approved but Declines Assistance – If the applicant declines assistance offered, note this action in the far-right column of the waitlist labeled "Results" and file the application with all correspondence and documentation in the "Dead File". They will be required to reapply if they still need assistance.
4. Mail is Undeliverable – If mail sent to the applicant is returned to you as undeliverable, note this action in the far-right column of the waitlist labeled "Results" and file the application with all correspondence and documentation in the "Dead File".

11.8. Rejection of Applicants & Denial of Assistance

A. Reject application if the applicant:
1. Is ineligible for Affordable Housing Assistance based on program requirements.
2. Does not sign and submit verification or other supporting documents required by the program within a reasonable period of time.

B. If an applicant disputes a decision or makes a reasonable accommodation request, they must be instructed on how to follow the Grievance and Appeals Procedure set forth in this Policy.

11.9. Application Dead File

Create a new file at the beginning of the new fiscal year with the heading "Dead File" and the current year (e.g., Dead File FY 2019). File removed and denied applications in the current year's "Dead File" with the most recently removed or denied applications in front. At the end of each fiscal year, place that year's "Dead File" in storage or secure digital archive if digitized, in accordance with applicable Tribal laws and regulations, and save for a minimum of 3 years or according to applicable Tribal laws and regulations.

11.10. Recordkeeping for Waitlists and Applications

Retain current applications as long as the applicant's status on the waitlist is active. Retain all removed applications along with the denial notice and other documentation regarding removal or denial and all supporting documentation for the reason of removal from the list for a minimum of 3 years or according to applicable Tribal laws and regulations.

12. CONFLICT OF INTEREST AND PUBLIC DISCLOSURE

12.1. Purpose

This Section is intended to prevent conflicts of interest and assist the Tribe in identifying and resolving potential conflicts of interest when evaluating applications for Program assistance. (see *also* 24 C.F.R. §1000.30). All potential conflicts must be reviewed and addressed pursuant to this Policy before Program assistance can be provided.

12.2. Definitions

For purposes of this Section only:

A. A Responsible Person includes but is not limited to the following:
   1. Any person serving as an elected Tribal official;
   2. All Housing Department employees;
   3. All Tribal employees serving or potentially serving in an advisory or supervisory capacity to the Housing Department; and
   4. All Tribal employees who participate or may potentially participate in decision-making processes regarding Program applicant eligibility.

B. An Immediate Family Member is a legally-recognized: spouse, grandparent, grandchild, parent, child, or sibling.

12.3. Conflict of Interest Provision

A. The Tribe hereby adopts the following conflict of interest provision (see *also* 24 C.F.R. §1000.30): No person who participates in the decision-making process or who gains inside information with regard to NAHASDA-assisted activities may obtain a personal or 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, as defined herein.
   1. This conflict of interest provision does not apply in instances where a person who might otherwise be included under the conflict provision is low-income and is selected for Program assistance in accordance with this Policy, provided there is no conflict of interest under applicable Tribal or state law. In these circumstances, the Tribe will make available to the public and HUD a notice pursuant to this procedure.

12.4. Procedure

A. The Housing Department will conduct a reasonable check for each applicant to determine if the applicant appears to be potentially conflicted, meaning that the applicant is a Responsible Person or an Immediate Family Member of a Responsible Person.

B. For such potentially conflicted applicants who are low-income, otherwise eligible for assistance, and subsequently are selected to receive assistance pursuant to this Policy, the Housing Department will not provide assistance until a public disclosure is issued pursuant to Section 12.5, below.

C. For such potentially conflicted applicants who are not low-income, the Housing Department may choose to work with HUD to obtain exemptions, on a case-by-case basis pursuant to 24 C.F.R. §1000.32.

12.5. Public Disclosure

For conflict of interest public disclosures required under this Policy, the Housing Department will cause the following steps to take place:

A. A notice will be disclosed to the Tribal public that states the nature of the assistance being provided and the specific basis for the selection of that person. The notice will not contain applicant names.

B. The notice will be disclosed using at least one reasonable medium for Tribal public access, such as posting to the Tribal website, publication in the Tribal Newsletter, or posting on physical Tribal bulletin boards or in the Tribal Administration Building.

C. The Tribe will provide HUD with a copy of the notice via email or mailed letter.

12.6. Enforcement

Any Tribal employee found to have willfully violated this Section will be subject to disciplinary proceedings up to and including termination.

13. ENVIRONMENTAL REVIEW

Pursuant to 24 C.F.R. part 58, the Tribe will complete a HUD environmental review for any NAHASDA-assisted activities not excluded from review under 24 C.F.R. §50.19(b) before it commits HUD funds to the activity.

13.1. Tribal Authority and Responsibilities

A. Assumption of Authority. The Tribe hereby assumes the environmental review responsibilities under 24 C.F.R. §1000.20 and 24 C.F.R. part 58, and will not expend funds until the necessary environmental review process has been completed. The Tribe assumes all administrative responsibilities pertaining to environmental reviews.

B. Delegation of Authority. As governing body of the Tribe, the Tribal Council hereby delegates to the Housing Department the authority to prepare environmental reviews, as applicable, for each program or project of the Housing Department, subject to oversight by the Community Services Director. The Housing Department will receive training regarding environmental review requirements and responsibilities on an ongoing basis.

C. Certifying Officer. The Tribal Council will authorize via Tribal Council resolution a certifying officer to make commitments on the Tribe's behalf as required by HUD to release funds to the Tribe.

13.2. Administrative Responsibilities

A. Environmental Review Record. An appropriate environmental review record (including all supporting documentation) will be compiled by the Housing Department and retained in the file for each individual project.

B. Excluded Activities. For those activities the Housing Department determines are excluded from environmental review per 24 C.F.R. §50.19(b), the Housing Department will document the reasoning for each decision and retain it in the appropriate file.

C. Record Retention. All environmental review documentation shall be retained for a minimum of 3 years following the date of grant closeout or according to applicable Tribal laws and policies.

D. Further Development. The Housing Department may develop departmental procedures to ensure consistency and adherence to 24 C.F.R. part 58. Such procedures will not be relied upon as authoritative documents, but merely as tools for department management.

14. SELF-MONITORING PROCEDURES

14.1. Purpose

As a recipient of HUD funding, the Tribe must carry out self-monitoring activities to ensure its compliance with HUD requirements. (see 24 CFR §1000.502). Self-monitoring activities include: monitoring grant activities, performing a compliance assessment at least once annually, completing and submitting an annual performance report, and undergoing an audit in accordance with the Single Audit Act.

14.2. Responsibilities

The overall responsibility for implementation of this Self-Monitoring Procedure rests with Tribal Council. An Oversight Committee will be assembled periodically to carry out self-monitoring activities and assist the Housing Department with monitoring, assessment, and reporting of its activities.

Annual Assessment – Tribal Council will ensure that a formal compliance assessment to evaluate program performance and adherence to applicable laws and regulations is conducted at least annually. The Tribal Council may either assemble the Oversight Committee to conduct this assessment or hire a qualified consultant.

Annual Performance Report – The Housing Department will complete and submit to HUD an Annual Performance Report pursuant to HUD and Tribal guidelines. The Housing Department may choose to request review by the Oversight Committee before submission.

Reporting Documents – Self-monitoring activities will be performed using checklists available from HUD. The Tribal Council, Oversight Committee, and the Housing Department may use additional materials to perform the assessment as they choose.

14.3. Procedures

Assessments – The Tribal Council will ensure that annual assessments are completed using appropriate documents provided by HUD. Planning for the assessments will include:

A. Review of the checklists to determine applicability and relevance to the housing program. Activities to be reviewed may be added to or removed from the checklists as appropriate.

B. Review of actions taken to remedy problems and deficiencies identified from the last assessment.

C. Review of other self-monitoring activities such as housing inspections and the Annual Performance Report.

D. Review of HUD on-site monitoring reports.

The annual assessment, along with the compliance checklists, will cover, at minimum, the following specific tasks:

- Occupancy: The self-monitoring team will review a random sampling of applicant or participant files of either 10% or 10 files, whichever is greater, to determine compliance with eligibility requirements.
- Waitlists: The self-monitoring team will review all current waitlists to identify discrepancies in their use and maintenance.
- Procurement and Contract Administration: If applicable, the self-monitoring team will review a random sampling of procurement transactions, including micro-purchases, small purchases, contracts, and

proposals representative of amount or complexity of procurement activity) to determine compliance with Snoqualmie Indian Tribe's adopted procurement policies.

- Environmental: The self-monitoring team will review a random sampling of environmental review records (of either 10% or 10 files, whichever is greater,) to determine compliance with NEPA and NAHASDA requirements.
- Financial: The self-monitoring team will review current budgets, financial statements, audits, and other reports to determine compliance.
- Regulations: The self-monitoring team will review any HUD updates or guidance regarding applicable laws and regulations to ensure the Policy is up to date. If the Policy is outdated or insufficient for the Program's needs, the self-monitoring team will identify those areas in need of revision and designate a timeline for completion.

14.4. Reporting and Follow-Up

The self-monitoring team will prepare a draft report to be issued within 30 calendar days after the review is completed. The Housing Department will have 15 calendar days to review and comment on the draft report. After receiving comments, the self-monitoring team will review them and issue a final monitoring report within 30 calendar days. The monitoring report will be provided to the Housing Department and Tribal Council. Submissions to HUD must be authorized by Tribal Council.

The self-monitoring team will assist the Housing Department in developing an action plan to address the findings and concerns included in the final report. All findings and concerns must be corrected within 60 calendar days after the final report has been issued. Responsibility for corrective action will rest with the Tribal Council.

15. Grievance and Appeals Procedure

For all complaints arising from the administration of this Program, the following procedure must be followed:

A. Each complaint must be in writing, signed, and filed with the Housing Department.

B. A complaint must be filed with the Housing Department no later than 20 calendar days from the date of the action (or omission) upon which the complaint is based.

C. Upon receipt of a complaint, the Housing Department will promptly stamp the date and time of receipt upon the complaint and immediately acknowledge its receipt.

D. Within 20 calendar days after receipt of a complaint, the Housing Department will either meet, or communicate by mail or telephone, with the complainant in an effort to resolve the matter. The Housing Department will consult with appropriate advisory and supervisory authorities to make a determination on the complaint and notify the complainant, in writing, within 30 calendar days after the Housing Department's receipt of the complaint. The decision of the Housing Department will constitute final administrative action on the complaint.