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1. Policy

a. It is the policy of the Tulalip Tribes to have rules for the Emergency Housing Program.

2. Scope

a. To the extent that this Policy conflicts with the Tulalip Tribal Code the terms of the Tulalip Tribal Code shall govern over this Policy.

3. General Provisions:

a. Policy Statement

i. The Tulalip Tribes Housing Department (TTHD) has established an Emergency Housing Program, which enables qualified individuals and families and who meet the definition of “Homeless” to obtain temporary, emergency housing paid by TTHD for a period up to ninety (90) days.

ii. This Emergency Housing Policy ("Policy") provides the terms and procedures for providing temporary emergency housing to Participants under the Tulalip Tribes Indian Housing Plan.

b. Adoption:

i. This Policy has been adopted by the Tulalip Tribes Board of Directors per the Resolution(s) listed on the front page of the Policy:

(1) This Policy may only be amended by Resolution.

c. Applicability:

i. The Policy applies to all Applicants and Participants of the Emergency Housing Program.

ii. The ability to provide assistance under the Emergency Housing Program is subject to funding availability and may be discontinued at any time.

iii. Notwithstanding any provisions set forth in any other TTHD Policy, receipt of assistance under this Emergency Housing Program Policy shall not make the Participant ineligible for assistance under any of the regular TTHD programs.

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d. Interpretation:

i. If any provision of the Policy conflicts with applicable federal laws and regulations, including but not limited to the Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) and its implementing regulations in 24 CFR part 1000, the applicable federal laws or regulations shall prevail.

ii. The TTHD will comply with updates to NAHASDA or the terms of federal grant awards, if any changes are implemented.

e. Acceptable Behavior by Participant and Guests to Housing Staff:

i. Participants, family members, and any person under the Participant's control are expected to conduct themselves with decency when dealing with TTHD staff, vendors, the Administration building, or within the community.

ii. Acceptable behavior includes but is not limited to:

(1) Dressing appropriately when staff are performing inspections,

(2) No intoxication or being under the influence of illegal or non-prescribed substances,

(3) No abusive, degrading, racial, sexual, ethnic, or obscene language, comments, or actions,

(4) No harassment, including sexual harassment,

(5) No threats of violence, bullying, threatening comments, or physical intimidation, and

(6) Physical restraint of all dogs or other animals during interaction with staff.

iii. Failure to displace acceptable behavior may result in the termination of the Emergency Housing Agreement and/or removal from eligibility for housing in TTHD's sole discretion.

4. Eligible Families

a. Native Families:

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i. Except as specified below, to be eligible for assistance the family must have at least one family member who is a member of a federally recognized Indian Tribe.

b. Income Requirements:

i. The definition of annual income for the Program will be consistent with HUD's Section 8 programs in 24 CFR part 5.

ii. Income is verified at the time of selection from the waitlist and cannot exceed the 80% income limit for admission established by Federal regulations.

c. Additional Criteria for Admission:

i. Meets Homeless Criteria:

(1) Applicant household must meet this Policy's definition of "homeless".

(2) "Homeless" is defined in 24 CFR 578.3, and also includes the following:

(a) Being forced to live in a place not meant for human habitation; having no primary nighttime residence; fleeing or attempting to flee a fire, flood, or other natural disasters;

(b) Having to reside in overcrowded or substandard housing due to the loss of a primary residence due to circumstances beyond the control of the applicant;

(c) Needing transitional housing due to being released from incarceration;

(d) Needing transitional housing due to having completed in-patient substance abuse treatment; or

(e) Needing to shelter from domestic violence in the family.

(f) Applicant must be losing their primary nighttime residence within 14 days of applying for Emergency Housing Assistance.

ii. Permanent Family Members

(1) A family who applies for Emergency Housing Assistance must include all Permanent Family

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Members, as defined in this Policy, on the application, unless supported by documentation that clearly provides evidence that one or more of the Permanent Family Members will not be residing in the hotel during participation in the Emergency Housing Program.

(a) Such evidence may include a signed rental agreement from a third party (not to include Immediate Family), a utility bill in their name at another location, legal separation paperwork, or other evidence approved by the TTHD.

(2) A family that does not have full custody of a child in the household, does not have both parents of the child listed on the household composition, and the child resides with the family more than 50% of the time, then the family will be required to provide additional documentation court documents and or a notarized document.

iii. Fraud and/or False Statements:

(1) Any Applicant or participant who knowingly makes false statements, provides false information to TTHD, or has committed fraud in or to any Tribal program, is not eligible for this Program for a period of five (5) years after the false statements or fraud is discovered.

(a) Any applicant or participant who are found to have made false statements or otherwise engaged in fraudulent activity prior to or during their tenancy are subject to having their Emergency Housing Agreement terminated.

(b) Any applicant or participant who has committed fraud will be required to participate in the TTHD Tenant Success and Stability Services Program Policy (hereinafter TSSS) to address the issues that lead to committing such fraud.

iv. Outstanding debt for Emergency Housing Program:

(a) If any household members damage a hotel and/or motel room provided under this Program, the adult household members will not be able to utilize the program until all damages are paid in full.

d. Drug Related:

i. All urinalysis (UA) tests required for assistance shall be completed at the Central Drug and Alcohol Testing Center (CDACD) within twenty-four (24)-hours of the request from TTHD.

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(1) All those tested will be required to sign a release of information authorizing the use of the test results by TTHD as permitted by applicable law.

(2) Failure to report for a test with notice or refusal to sign a release of information will be deemed a failed test.

(3) Exception will be at a TTHD approved reputable testing/medical center with the assistance of CDACD. their eligibility paperwork.

5. Admission and Occupancy

a. Waitlist:

i. TTHD will maintain one waitlist of applicants, as follows:

(1) A waitlist for the Emergency Housing Program will be maintained by date and time of application and sorted by Tribal preferences.

(2) Preferences are as follows:

(a) Applicants whose Head of Household is an enrolled Tulalip Tribal Member.

(b) Other applicant whose Head of Household is enrolled in a Federally Recognized Tribe.

(c) All other applicants.

ii. Updating the Waitlist:

(1) Once an applicant is on the Emergency Housing Program Waitlist, it is the Applicant's responsibility to complete an interim waitlist update form to update any household changes.

(2) TTHD may periodically update the list of active applications by requiring all people on the waiting list to respond to a mailing requesting affirmative response regarding their applications.

b. Application:

i. Open Process:

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(1) Unless the waitlist is closed, applications are accepted from all families seeking participation in the Emergency Housing Program.

ii. Application Process:

(1) Prior to approval of assistance under this Emergency Housing Program an applicant must complete and submit and application on the form provided by TTHD including the following information:

(a) Names of all household members, date of birth, address, and if applicable income amounts and income sources for all household members.

(b) A written statement by the Applicant justifying the assistance requested as supporting documentation

(2) The applicant must provide copies of income statements showing gross income;

(a) For those who have lost documentation, the TTHD will work with Applicant to verify information.

(3) Verification of membership of a Federally Recognized Tribe for at least one member of the household.

(4) Release of information

(5) Any supplemental documentation to verify the need for services

(6) TTHD staff will review application for completeness and meets all eligible family requirements.

iii. Applicant Responsibilities:

(1) The application constitutes the basic record of each family applying for participation therefore each applicant will be required to supply the information requested on the application form and to sign the application, attesting to the information provided.

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(2) Applicants are also required to sign a release of information so that Housing staff may request further documentation from other Tribal agencies or organizations, if needed.

(3) Tribal or State Photo identification must be provided for all people in the household who are eighteen (18) years and old.

(4) Identify if the household has a need of ADA accommodations to ensure proper hotel/motel room.

c. Eligibility Determination:

i. Initial Determination.

(1) TTHD shall make an initial determination based on the information provided in the application.

(a) Applicants shall be found to be “eligible or “ineligible”, based on the information provided in the application.

ii. Family Determined Eligible:

(1) If an applicant is determined eligible the applicant shall be placed on the waitlist and receive written notice.

iii. Family Determined Ineligible:

(1) If at any time during the application process the TTHD determines that an applicant is ineligible, the applicant will be given written notice of the determination.

(a) The notice shall state the reasons for ineligibility, and advise the Applicant of their right to file a grievance in accordance with TTHD’s Grievance Policy.

iv. Final Eligibility Determination:

(1) Once a hotel placement becomes available, the applicant must document and verify his or her income not more than thirty (30) days prior to acceptance into the Emergency Housing Program.

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6. Selection Process

a. Selection from Waitlist:

i. All hotel placements will be filled by selecting applicants from the Emergency Housing Program Waitlist according to the date and time of the original application.

b. Order of Selection/Priorities:

i. Applicants are selected based on the preferences stated in the Admissions and Occupancy Section of this Policy.

c. Assignment for Hotel:

i. To avoid overcrowding, the Housing Department matches family size to the hotel room size in accordance with the Hotel's Occupancy Standards.

d. Service Area:

i. The area to be served under this Program is within Snohomish County.

e. Notification to Families:

i. After TTHD determines that a hotel placement becomes available, and makes the initial selection, the Applicant selected according to this Policy shall be notified by email, phone call.

ii. If the selected applicant does not respond to TTHD's notification of a hotel placement within five (5) business days or does not provide the necessary information within the required time as specified in the notification, the applicant will be removed from the waitlist and the next eligible applicant will be notified.

f. Orientation:

i. At the time of selectionthe applicant will be required to meet with Housing Staff and fill out all proper documentation to determine if the family income qualifies for the selected program.

ii. The Housing Staff will follow all HUD Regulations, NAHASDA requirements, and Housing Policies to ensure there are no conflicts of interest.

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iii. Upon acceptance of the assistance, an Emergency Housing Agreement will be signed with the applicant, making the applicant a Participant as defined by this Policy.

g. Rejection of Offer:

i. Applicants who reject an offer of selection will be removed from the Emergency Housing Program Waitlist.

(1) If at any point during the selection process an applicant informs TTHD through written communication of declining the hotel placement that shall be sufficient evidence of the applicant's rejection of the offer of selection.

(a) However, the following circumstances will not count as rejections.

(i) Death in immediate family

(ii) Medical restriction of self, or immediate family

7. Emergency Housing Agreement

a. Execution of the Emergency Housing Agreement

i. All adult members of the household, who are considered Participants, and the authorized TTHD representative, shall execute the Emergency Rental Agreement prior to admission into the hotel.

ii. The Head of Household or the eligible Tribal Member will be listed as the primary contracting party on the Emergency Housing Agreement.

(1) The Emergency Housing Agreement is attached to this Policy as Appendix B.

iii. TTHD shall enter into an agreement with the hotel/motel and provide direct payment to the hotel/motel on behalf of the participant for up to ninety (90) days with the exception of an extension as recommended by the Emergency TSSS Coordinator:

(1) The form of agreement to be used is attached to this Policy as Appendix C.

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b. Amendments to the Emergency Housing Agreement

i. If the TTHD desires to change, amend or waive any provision of the Emergency Housing Agreement with respect to any individual or group of Participants, an appropriate addendum shall be prepared, signed by the family and TTHD Manager or designee, and attached to and made part of the original Emergency Housing Agreement.

c. Principal Residency Requirement:

i. Throughout the term of the Emergency Housing Agreement, Participants must use the hotel as their principal place of residence, subject to the exceptions set out below.

ii. Ownership or use of another residence is prohibited.

iii. Subleases and temporary absences are not authorized for Participants and no subleasing is authorized in any situation of the hotel stay.

iv. Principal Residency Requirements.

(1) If a Participant is leaving the hotel for an extended period of time the Participant will need to notify and receive written approval from TTHD.

(2) The following circumstances will be deemed an eligible reason for leaving hotel

(a) Death in Immediate Family

(b) Medical reasons of self, or Immediate Family.

d. Participants Responsibilities

i. Abide by the terms of the Emergency Housing Agreement.

ii. Head of Household will be responsible for all members in Hotel/ Motel Unit.

(1) <u>Interim Recertification:</u>

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(a) Participants shall report to TTHD the following changes in family circumstances, immediately with the changes:

(b) Changes affecting family composition, loss, or addition of any family member through marriage, death, divorce, birth, adoption, foster children, permanent guardianship, or any other circumstances.

(c) If TTHD is notified that the Participant has unauthorized guests in hotel, TTHD will send notice to the Participant giving five (5) business days to complete an interim to attempt to add individuals, or require the unauthorized guests to vacate hotel immediately.

(d) Individuals added to the household will be required to complete all eligibility documents and submit them to TTHD.

(e) If the individual(s) is deemed eligible to be added to household, TTHD will send a notice in writing, and require the Participant to sign a new Emergency Housing Agreement.

(f) If the individual(s) are deemed ineligible to be added to the household, the Participant will be given written notice of the determination.

(g) The notice shall state the reasons for ineligibility, and advise of the Participant of their right to file a grievance in accordance with TTHD's Grievance Policy.

iii. Participants will be responsible for any damage to the hotel/motel room provided under this Program during the Participant's time of residence in the room.

iv. Participants may not make any additional charges beyond the cost of the room.

(1) Participants will provide a credit card or deposit to the hotel/motel to account for any incidentals or other costs accrued as a result of the Participant or Participant's household actions.

(2) If a credit card or deposit is unavailable, then the Hotel will be told the Participant cannot make any charges to the room.

(3) Any services or goods beyond the cost of the room itself shall be the sole responsibility of the Participant.

v. Participants agrees that a duly authorized agent, employee, or representative of the TTHD will be permitted to enter the premises for the purpose of examining the condition thereof.

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(1) Participant hereby consents that such entry may be made during reasonable hours after a forty-eight (48) hour advance notice in writing to Participant of the date, time and purpose.

vi. Participants shall maintain the Hotel/Motel room in good standing, clean, sanitary disposal of trash or garbage, and shall not use the Hotel/Motel room for any illegal or immoral purposes.

vii. The TTHD will assist Participants in efforts to find more permanent housing, but such assistance may not be construed as a guarantee of securing such housing, which will be the sole responsibility of the Participant.

viii. Participants are responsible for complying and engaging with all TSSS Coordinator scheduled meetings.

ix. Participant will remedy any violations of the TSSS Policy.

e. Procedure for Any Minor Violations:

i. TTHD will not terminate a Participant's Emergency Housing Agreement for the first individual incident of any of the violations but will take the steps listed below.

(1) TTHD reserves the right to move directly to termination for a repeated documented minor violation.

ii. First Notice of Violation:

(1) TTHD will mail and post the violation notice.

(2) The Participant shall have five (5) business days from the date of notification to comply with violation requirements.

iii. Second Notice of Violation

(1) If the Participant does not respond to the First Notice of Violation, TTHD will mail and post the second violation notice to the Participant.

(2) The Participant shall have five (5) business days from the date of notification of the Second Notice of Violation to provide to comply with violation requirements.

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iv. Eviction for Violations:

(1) If the Participants does not comply within five (5) business days of the second notice of violation or the requirements of the TSSS Program TTHD will proceed with termination.

f. Incurable Breaches of Agreement

i. Certain breaches of the Emergency Housing Agreement are of a nature so serious and damaging to the community that TTHD is not required to offer a plan of action to the Participant prior to termination and eviction.

ii. These include but are not limited to the following:

(1) Felonious criminal activity, such as drug-related criminal activity and crimes involving the abuse of minors.

(2) Violence, such as assault, use or threats of physical or deadly force, use, discharge, or assaultive display of weapons in and around the Hotel/Motel.

(3) Drug or alcohol use in Hotel/Motel.

(4) Damaging Hotel/Motel Unit.

(5) Subleasing of all or part of the Hotel/Motel room.

8. TSSS Program

a. All Emergency Housing Program Participants will adhere to the TSSS Program Policy.

9. Grievance Policy and Procedures

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

i. Each complaint must be in writing, signed by the Head of Household, and filed with the TTHD and must have the following:

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(1) The reason for the grievance and supporting documentation.

(2) The action of relief sought.

ii. A complaint must be filed with the TTHD no later than 10 business days from the date of the action (or omission) upon which the complaint is based.

iii. Upon receipt of a complaint, the TTHD will promptly stamp the date and time of receipt to immediately acknowledge its receipt.

iv. Within 10 business days, Housing Department will meet with the complainant to resolve the matter.

(1) All relevant documents, procedures, policies, codes and regulations will be reviewed and within 20 business days a letter will be mailed out to the complainant giving the decision.

(2) The decision of TTHD will constitute as the final administrative action on the complaint.

10. Definitions

a. The following definitions apply to the TTHD Emergency Housing Program described in this Policy.

b. “Applicant” means a family member who has applied for admission to Emergency Housing Program.

c. “Head of Household” means adult members of the family who is considered the primary Applicant who is responsible and held accountable for the family needs.

d. “Immediate family member” to include spouse, parent, brother, or sister, child or other legally dependent person.

e. “Incomplete Application” means any applications that are missing information required documents.

f. “Participant” means an Emergency Housing Program recipient.

g. ‘Permanent Family Members” means a committed relationship established by evidence that two or more persons have shared residency, income, and resources of a period not less than one year.

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h. "Tribe" or "Tribal" means the Tulalip Tribes.

i. "TTHD" means the Tulalip Tribes Housing Department.

11. Related Documents

i. HOUSING - Policy - TSSS Program Policy v.1 (policytech.com)

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