



**TOHONO O'ODHAM KI:KI HOUSING AUTHORITY
FIRST AMENDED AND RESTATED
HOMEOWNER ASSISTANCE FUND POLICY**

**Adopted by Resolution No. 04-03-22 on 4/25/2022
Amended and Restated by Resolution No. 04-01-24 on April 1, 2024**

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I. STATEMENT OF PURPOSE

A. Purpose. The purpose of this Homeowner Assistance Fund Policy (Policy) is to establish Tohono O’odham Ki:Ki Housing Authority (TOKA) eligibility criteria and procedures for Homeowners to obtain financial assistance and homeownership-related services for Qualified Expenses under the Homeowner Assistance Fund Program. The Homeowner Assistance Fund was established by the United States Congress to mitigate Financial Hardships associated with the coronavirus (COVID-19) pandemic by providing funds for the purpose of preventing Homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of Homeowners experiencing Financial Hardship after January 21, 2020. This Policy is based on current Homeowner Assistance Fund Guidance issued by the United States Department of the Treasury (Treasury), and shall be reviewed and updated periodically to assure compliance with any subsequent guidance or other documents issued by the Treasury and guidelines established by federal and Tribal law.

B. Official Policy. The Policy supersedes and rescinds all previous Homeowner Assistance Fund policies and is the Homeowner Assistance Fund Policy of TOKA. This Policy shall stay in use until the Treasury Homeowner Assistance Fund Program is officially terminated.

II. APPLICABILITY

A. Eligibility. This Policy shall apply to the determination of eligibility of Homeowners for financial assistance and homeownership-related services under the Homeowner Assistance Fund Program.¹

B. Indian Area. For the purposes of the Homeowner Assistance Fund Program, TOKA shall provide financial assistance and homeownership-related services first to enrolled members of the Tohono O’odham Nation, second to non-

¹If deemed financially eligible, any Homeowner who owns a Dwelling previously conveyed by TOKA to a Homebuyer shall be eligible for financial assistance and homeownership-related services under the Homeowner Assistance Fund Program.

Indian heads of households with Tohono O’odham Nation member spouses or significant others or Tohono O’odham Nation member children, and third to other Indians residing within the Indian Area; provided however, TOKA may also serve Non-Indian Families residing on the Tohono O’odham Nation Reservation if funding is available.

III. DEFINITIONS

As used in this Policy:

A. “Area Median Income” means, with respect to a Homeowner, the median income for the area in which the Homeowner’s Dwelling is located, as determined by the Secretary of the U.S. Department of Housing and Urban Development (HUD).

B. “Dwelling” means any building, structure, or portion thereof that is occupied as, or designed or intended for occupancy as, a residence by one or more individuals.

C. “Financial Hardship” means a material reduction in income or material increase in living expenses associated with the COVID-19 pandemic that has created or increased a risk of mortgage delinquency, mortgage default, foreclosure, loss of utilities or home energy services, or displacement for a Homeowner.

D. “Homeowner” means an individual who owns his or her Dwelling debt free or who, subject to a Mortgage, is buying the Dwelling. The term “Homeowner” includes the plural, if more than one individual is identified in writing as an owner of the property. Homeowner does not include an individual who is purchasing a Dwelling under a Lease Purchase Agreement. Homeowner includes any individual who holds a vested legal or equitable ownership interest in the Dwelling.

E. “Household” means all residents of a Homeowner’s Dwelling; provided, however, for the purposes of determining household income, TOKA may make a reasonable determination as to what constitutes a Household.

F. AIndian@ means any person who is a member of a federally recognized tribe eligible to receive services from the United States Bureau of Indian Affairs.

G. AIndian Area@ means that area within which TOKA is authorized to provide financial assistance and homeownership-related services under the Homeowner Assistance Fund Program, including all lands within the United States.

H. “Mortgage” means any credit transaction that is secured by a mortgage, deed of trust, or other consensual security interest on a principal residence of a borrower; and the unpaid principal balance of which was, at the time of origination, not more than the conforming loan limit.² A reverse mortgage, a loan secured by a manufactured home, or a contract for deed (also known as a land contract) may fall within this definition if it satisfies the criteria in this paragraph, in accordance with applicable law.

I. “Non-Indian Family” means a family with no resident family member who is enrolled in a federally recognized tribe.

J. “Qualified Expenses” for which financial assistance and/or homeownership-related services may be provided pursuant to the Homeowner Assistance Fund Program means any of the following that are included in TOKA’s Homeowner Assistance Fund plan as approved by Treasury:³

- 1.** Mortgage payment assistance;
- 2.** Financial assistance to allow a Homeowner to reinstate a mortgage or to pay other housing-related costs related to a period of forbearance, delinquency, or default;
- 3.** Mortgage principal reduction, including with respect to a second mortgage provided by a non-profit or government entity;
- 4.** Principal reduction on mortgage down payment assistance loans provided by non-profit or governmental entities to Homeowner;
- 5.** Facilitating a mortgage interest rate reduction;
- 6.** Payment or reduction of delinquent property taxes to prevent Homeowner tax foreclosure;

²The conforming loan limit means the applicable limitation governing the maximum original principal obligation of a mortgage secured by a residence, as determined and adjusted annually under section 302(b)(2) of the Federal National Mortgage Association Charter Act (12 U.S.C. 1717(b)(2)) and section 305(a)(2) of the Federal Home Loan Mortgage Corporation Act (12 U.S.C. 1454(a)(2)).

³Qualified Expenses related to reimbursement to TOKA of funds previously expended for provision of Qualified Expenses, and to the 15% limit on spending for planning, community engagement, needs assessment, and administrative expenses have been excluded from this Policy as they relate to Homeowner Assistance Fund Program administration only and not to the provision of financial assistance and homeowner-related services to Homeowners.

7. Payment assistance for:

a. Homeowner's utilities, including electric, gas, home energy (including firewood and home heating oil), water, and wastewater;

b. Homeowner's internet service, including broadband internet access service, as defined in 47 C.F.R. §8.1(b) (or any successor regulation);⁴

c. Homeowner's insurance, flood insurance, and mortgage insurance; and

d. Homeowner's association fees or liens, condominium association fees, or common charges, and similar costs payable under a unit occupancy agreement by a resident/member shareholder in a cooperative housing development;

8. Counseling or education efforts by housing counseling agencies approved by HUD or the Tohono O'odham Nation (including such efforts by in-housing counselors who are HUD-certified or Tribally-approved), or legal services, related to foreclosure prevention or displacement; and

9. Payment of lot rent for an owner of a manufactured home, where such payment would promote housing stability and prevent the defaults of the resident of the manufactured home.

K. Funding available under this program may not be used for any use other than those provided for in this subsection; provided, however, Program Income, as defined in 2 C.F.R. §200.1 and earned pursuant to the operation of the Homeowner Assistance Fund Program, may be used for eligible purposes.

L. "Socially Disadvantaged Individual" means an individual whose ability to purchase or own a home has been impaired due to diminished access to credit on reasonable terms as compared to others in comparable economic circumstances, based on disparities in homeownership rates in the Indian Area as documented by the U.S. Census. The impairment must stem from circumstances beyond his or her control. This may include an individual who is a (1) member of a group that has been subjected to racial or ethnic prejudice or cultural bias within American society; (2) resident of a

⁴As of the date of this Policy, the definition of "broadband internet access service" in 47 CFR 8.1(b) is "a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service. This term also encompasses any service that the [Federal Communications] Commission finds to be providing a functional equivalent of the service described in the previous sentence or that is used to evade the protections set forth in this part."

majority-minority Census tract;⁵ (3) person with limited English proficiency; (4) resident of a U.S. territory, Indian reservation, or Hawaiian Home Land; or (5) person who lives in a persistent-poverty county.⁶ In addition, an individual may be determined to be a socially disadvantaged individual in accordance with a process developed by TOKA for determining whether a Homeowner is a socially disadvantaged individual in accordance with applicable law, which may reasonably rely on self-attestations.

IV. ELIGIBLE USES OF HOMEOWNER ASSISTANCE FUND FUNDS

TOKA shall only use the funds provided under the Homeowner Assistance Fund Program to provide eligible Homeowners financial assistance and homeownership-related services for the purpose of preventing Homeowner mortgage delinquencies, Homeowner mortgage defaults, Homeowner mortgage foreclosures, Homeowner loss of utilities or home energy services, and displacements of Homeowners experiencing Financial Hardship.

A. Not less than 60% of the funds received by TOKA shall be used assist Homeowners having incomes equal to or less than 100% of the Area Median Income or equal to or less than 100% of the median income for the United States, whichever is greater.

B. No more than 5% of the funds received by TOKA shall be used for counseling or educational services or legal services, related to foreclosure prevention or displacement.

C. TOKA may allocate up to 15% of its Homeowner Assistance Fund Program funds to pay for planning, community engagement, needs assessment, and administrative expenses related to the TOKA's disbursement of the funds for Qualified Expenses.

D. In General:

1. TOKA, in its sole discretion, may make payments of financial assistance directly to the Homeowner, subject to execution of a Receipt of Funds form [Attachment A]; and

2. Costs for delivery of Homeownership-related services may, in TOKA's sole discretion, be

⁵A map of Majority Minority census tracts can be found at <https://geodatavision.com/gdv-maps/2021-majority-minority-census-tract-map.html>

⁶A list of Persistent Poverty Counties can be found at [CDFI Fund - U.S. Treasury - Persistent Poverty Data—By County](#)

paid by TOKA to a Homeowner or, directly to the entity to whom the Homeowner owes monies or to the vendor or contractor providing the services.

V. APPLICATION AND ELIGIBILITY FOR HOMEOWNER ASSISTANCE FUND PROGRAM

A. Application.

1. The application (Application) for the Homeowner Assistance Fund Program constitutes the basic record of each Homeowner applying for the program and consists of an application form, approved and provided by TOKA, and all supporting documentation. The application form is available at TOKA offices and may also be requested from TOKA by mail, telephone, electronic mail, or fax.

2. The Homeowner must be the individual named in the document transferring ownership of the Dwelling to the Homeowner or the individual(s) identified as Homeowner under a Mortgage.

3. The Homeowner shall identify the financial assistance and/or homeownership-related services desired, supply the documentation necessary to support the assistance and/or services requested, and attest to the accuracy of the supplied information. The Homeowner shall return the signed original copy of the completed Application to TOKA by personal delivery, mail, or electronic transmittal; facsimile submittals will not be accepted. If an Application is submitted electronically, an electronic signature may be used so long as it is secured by a nationally recognized electronic signature software such as DocuSign or Adobe.

4. Upon receipt of an Application, TOKA shall immediately place the name of the Homeowner on a list of pending Homeowners with the date of receipt of the Application clearly indicated. Preferences, as established in this Policy, shall be applied to Applications, and Homeowners shall be advised that application of such preferences may require their Applications to be placed on a lower position on the waiting list. TOKA shall, to the greatest extent feasible, process Applications in the order received.

5. The Application of a Homeowner shall remain active for one year upon its receipt by TOKA. If the Application has not been removed from the waiting list within this time period and the Homeowner still wishes to obtain the financial assistance and/or homeowner-related services identified therein, the Homeowner shall be required to file a new Application for such financial assistance and/or homeowner-related services.

B. Verification of Application Information.

1. General. TOKA shall verify the requests for financial assistance and/or homeownership related services submitted by each Homeowner, all supporting documentation submitted in support of such requests, and all written attestations provided by a Homeowner to confirm the accuracy and completeness of all information on which an eligibility determination is made. If the information received is not adequate to support costs of such requests, follow-ups or new efforts by TOKA to obtain such information shall be made and carried through to conclusion. If, during the verification process, it becomes evident that, for one or more reasons, a Homeowner is ineligible, the investigation is to be discontinued and the Homeowner notified by TOKA of his or her ineligibility and the reasons therefor.

2. Release and Consent Form. As a condition of participation in the Homeowner Assistance Fund Program, the Homeowner shall execute a TOKA-approved release and consent form authorizing Mortgage provider, provider of Mortgage down payment assistance, utility or home energy services provider, internet provider, insurance agent, homeowner's or condominium association, property tax assessor, or release to TOKA such information as TOKA determines to be necessary to verify information provided in the Application for the Homeowner Assistance Fund Program. TOKA shall require the Homeowner to submit such information as written proof of Mortgage payments, and/or utilities or home energy services costs; or to verify related information. Except as otherwise required by law, the use or disclosure of information obtained from a Homeowner or from another source pursuant to the release and consent form shall be limited to purposes directly connected with determining the Homeowner's eligibility for the Homeowner Assistance Fund Program.

3. Types of Documentation. TOKA shall maintain complete and accurate verification records received from a Homeowner consisting of, but not limited to, the following in relation to eligibility for Homeowner Assistance Fund Program:⁷

a. General. TOKA shall accept copies of tribal enrollment cards; and photocopies or digital

⁷Documentation concerning such matters as the criminal background, foreclosure or bankruptcy status, or credit score of the Homeowner or members of his or her Household shall not be considered in eligibility determinations for financial assistance or homeownership-related services under the Homeowner Assistance Fund Program.

photographs of documents, e-mails, or written attestations from employers, caseworkers, or others with knowledge of the Household's circumstances.

b. Income. TOKA shall accept as income documentation:

(1) The Household's written attestation as to Household income together with supporting documentation such as paystubs, W2s or other wage statements, IRS Form 1099s, tax filings, depository institution statements demonstrating regular income, or an attestation from an employer; or

(2) The Households written attestation as to Household income and TOKA's use of a reasonable fact-specific proxy for Household income, such as reliance on data regarding average incomes in the Household's geographic area.

c. Mortgage Payments. TOKA shall accept the following documentation:

(1) Copy of a current Mortgage agreement signed by the Homeowner that identifies the Dwelling where the Homeowner resides and establishes the payment amount;

(2) Bank statements, check stubs, or other documentation that reasonably establish a pattern of Mortgage payments being paid by the Homeowner; or

(3) When evidence of residence is available but the Mortgage payment cannot be established by any of the above methods, the Homeowner may supply a written attestation of the monthly payment amount.

d. Ownership. If the Homeowner holds his Dwelling debt free, copy of a deed, quitclaim deeds, certificates of title, land assignments, and tribal residential leases.

e. Utilities and Home Energy Services Costs. TOKA shall accept bills, invoices, receipts, or other evidence of amounts due from the Homeowner to the provider of the utilities or home energy services.

f. Other Expenses.

(1) TOKA shall accept bills, invoices, receipts, or other evidence of payment or amount accrued by the Homeowner to the provider of the service; and

(2) For internet services, TOKA shall accept a written attestation by the Homeowner

or any other member of the Homeowner's Household that provides:

(a) Initiation of internet services or changes or upgrades to existing internet services for the Household did not occur until commencement of the COVID-19 pandemic;

(b) The reason(s) for such initiation of internet services or changes or upgrades to existing internet services for the Household; and

(c) The internet services initiated or changes or upgrades to existing internet services made during the COVID-19 pandemic shall no longer be required by the Homeowner's Household after the COVID-19 pandemic is deemed by the Federal government to have ended.

g. **Duplication of Services.** The Homeowner shall provide written attestation that neither the Household nor any individual Household member has received, and does not anticipate receiving, another source of public subsidy or assistance for the financial assistance or homeownership-related services requested.

h. **Bundling of Housing-Related Services.** TOKA shall accept and rely on written attestations from a provider of housing-related services when the expenses of such services are included in a bundle (*e.g.*, internet services bundled together with telephone and cable television services) and obtaining an itemized invoice from the provider would be unduly burdensome.

i. **Other.** TOKA has the discretion to accept written attestations related to any other aspect of Homeowner Assistance Fund Program eligibility or the amount of financial assistance and/or homeownership-related services to be funded.

j. **Reliance on Attestation.** TOKA shall document its reliance on and reason for accepting any written attestation that it accepts without further documentation.

C. Eligibility Determination.

1. **General.** For a Homeowner to participate in the Homeowner Assistance Fund Program:

a. The Homeowner must reside in a Dwelling that he or she owns pursuant to a conveyance

document transferring possession of the Dwelling⁸ or a Mortgage.

- b. The Homeowner's Dwelling must be located in the Indian Area;
- c. The Homeowner's Dwelling must be the Homeowner's primary residence.⁹
- d. The Homeowner must be:
 - (1) An enrolled member of the Tohono O'odham Nation;
 - (2) A non-member or non-Indian head of household with a Tohono O'odham Nation member spouse or significant other or Tohono O'odham Nation member children; or
 - (3) A Non-Indian Family residing on the Tohono O'odham Nation Reservation.
- e. The Homeowner must attest, in writing, that his or her Household experienced Financial Hardship after January 21, 2020 (including a Financial Hardship that began before January 21, 2020, but continued after that date). The attestation must describe the nature of the Financial Hardship (for example, job loss, reduction in income, or increased costs due to healthcare or the need to care for a family member); and
- f. The Household has a household income that is not more than 150% of the Area Median Income or 100% of the median income for the United States, whichever is greater.

2. Standards.

- a. An eligibility determination for a Homeowner is limited to the financial assistance and/or homeownership-related services identified in the Homeowner's Application. The Homeowner must submit a new Application to TOKA to request additional or different financial assistance and/or homeownership-related services. If the Homeowner has received from an entity other than TOKA federally funded assistance similar to the type of financial assistance and/or homeownership-related services requested in the Homeowner's Application, TOKA can only provide such financial assistance and/or homeownership-related services to the Homeowner to the extent it has not been previously provided.
- b. TOKA may provide assistance for arrearages of Qualified Expenses regardless of the date

⁸Conveyance documents include deeds, quitclaim deeds, certificates of title, land assignments, and tribal residential leases.

⁹This means that the Homeowner resides in the Dwelling at least 51% of the time.

they were incurred, including if they arose before January 21, 2020.

c. To be determined income-eligible, a Homeowner's Household income must be not more than 150% of the Area Median Income or 100% of the median income for the United States, whichever is greater, and may be determined either based on:

(1) The Household's written attestation as to Household income together with supporting documentation such as paystubs, W2s or other wage statements, IRS Form 1099s, tax filings, depository institution statements demonstrating regular income, or an attestation from an employer; or

(2) The Household's written attestation as to Household income and TOKA's use of a reasonable fact-specific proxy for Household income, such as reliance on data regarding average incomes in the Household's geographic area.

d. TOKA may provide waivers or exceptions to the documentation requirement as reasonably necessary to accommodate extenuating circumstances, such as disabilities, practical challenges related to the COVID-19 pandemic, or a lack of technological access by Homeowners, but shall still make the determination regarding Household income and document that determination.

e. If TOKA chooses to require Households to provide supporting documentation for purposes of income determination, TOKA shall not establish requirements that are likely to be barriers to participation for eligible Households, including those with irregular incomes.

f. TOKA shall excluded public benefits, such as Supplemental Nutrition Assistance Program benefits, from the calculation of income.

g. TOKA shall not impose additional eligibility criteria such as criminal history, foreclosure status, credit score, bankruptcy status, the existence of liens on the property, or previous cash-out refinances.

3. Payment of Costs Related to Financial Assistance and Homeownership-related Services

a. Depending on the availability of funds, TOKA may provide or pay for, in whole or in part, the cost of any eligible financial assistance or homeownership-related services.

(1) Mortgages. A Homeowner may receive up to \$18,000 or 18 months of financial

assistance, whichever comes first, to reduce or eliminate delinquencies in mortgage payments.

(2) Property taxes, homeowners' association, utilities, homeowner's insurance. In

the aggregate, a Homeowner may receive up to \$5,000 or 18 months in financial assistance, whichever comes first, to reduce or eliminate delinquencies in property tax, homeowners' association, utility, and/or homeowner's insurance payments.

b. If funds to provide assistance or services are paid directly to the Homeowner, he or she must execute a Receipt of Funds form, which form requires the Homeowner to use such funds for their intended purpose.

c. Mortgage Assistance. Depending on the circumstances, if a Homeowner requests financial assistance to pay any Mortgage-related costs, may, in its sole discretion, either pay the costs directly to the entity to whom the funds are owed or to the Homeowner.

d. Utilities and Home Energy Services Costs. If a Homeowner requests financial assistance to pay his or her Household's utilities or home energy services costs arrears, TOKA may pay costs arrears, and, if the utilities or home energy services have been disconnected, may pay such fees that are necessary to turn them back on. If TOKA determines to pay utilities and/or home energy services costs, such costs shall be paid directly to the provider of such services. TOKA cannot pay for prospective utilities or home energy services costs under this Homeowner Assistance Fund Policy.

e. Other Assistance. If a Homeowner requests any other financial assistance to pay for a Qualified Expense authorized under TOKA's Homeowner Assistance Fund Plan or for the provision of homeownership-related services, TOKA may, in its sole discretion, either pay the costs directly to the entity to whom the funds are owed or to the Homeowner.

f. Limits on Assistance Available. Amounts received by Homeowner from other entities providing assistance through Treasury-assisted Homeowner Assistance Fund programs shall be deducted from the amounts available through TOKA for similar services.

D. Certification. A designated TOKA staff member shall complete and sign the eligibility certification on the Application as a part of the Application record of each Homeowner determined to be eligible.

E. Notice of Eligibility.

1. Written notification of a Homeowner's eligibility status for the Homeowner Assistance Fund Program shall be sent to the Homeowner within 10 calendar days of the eligibility determination; provided however, such notification does not constitute or give rise to any contractual obligation on the part of TOKA.

2. If TOKA determines that a Homeowner does not meet the eligibility requirements for the Homeowner Assistance Fund Program, TOKA shall notify the Homeowner in writing. The notice shall state the basis for the determination and shall state that the Homeowner is entitled to contest the determination by requesting an informal eligibility hearing pursuant to the TOKA policies and procedures if such request is made within 10 calendar days of the date of the letter denying the Application.

F. Prioritization of Financial Assistance and Homeownership-related Services for Qualified Expenses.

1. In reviewing Applications for the provision of financial assistance and/or homeownership-related services for Qualified Expenses, TOKA shall prioritize Applications of eligible Households in the following order:

- a. Households having incomes equal to or less than 100% of the Area Median Income or equal to or less than 100% median income for the United States, whichever is greater;
- b. Households having Socially Disadvantaged Individuals;
- c. Other eligible Households.

2. TOKA shall maintain records related to its prioritization of assistance to eligible Households for financial assistance and homeownership-related services for Qualified Expenses.

G. Waiting List. The names of Homeowners determined to be eligible for the Homeowner Assistance Fund Program shall be placed on the Homeowner Assistance Fund waiting list according to the date of eligibility determination; provided that, identified priorities shall be applied to such placement. The waiting list shall include the date of the Application, the date of eligibility determination, and the type of financial assistance and/or homeownership-related services for which the household has been deemed eligible. To the greatest extent possible, funding assistance for Qualified Expenses shall be provided to Homeowners according to their placement on the waiting list.

H. Recordkeeping. The Application, together with all materials relating to the eligibility screening of a

Homeowner, and information collected for the Homeowner pursuant to the Homeowner Assistance Fund Program, shall be maintained by TOKA in the Homeowner=s file.

I. **False, Incomplete, or Inaccurate Information.** If, any time either during the Application process or after financial assistance and/or homeownership-related services have been provided to a Homeowner as a participant (Participant), it comes to the attention of and is determined by TOKA that false, incomplete, or inaccurate information may have been provided by the Homeowner regarding any eligibility factor, including information provided pursuant to a written attestation, such information shall be delivered to the appropriate law enforcement agency for investigation. After an Application is approved and funds have been disbursed, TOKA shall conduct at least one follow up review of each Homeowner file for compliance with these procedures and to reconcile any inconsistencies. TOKA shall make all efforts to verify information obtained by the Homeowner=s attestation(s) in lieu of documentation. Any evidence of fraud shall be documented and investigated or referred to the proper authorities for investigation. If it is determined that fraud has been committed, the Homeowner may be subject to penalties under applicable federal, state, or Tribal laws. If the investigation results in a conviction for fraud, the Homeowner=s Application for the Homeowner Assistance Fund Program shall be withdrawn, or if financial assistance and/or homeownership-related services have already been provided, the Homeowner shall be required to repay the cost of the assistance and/or services as determined by TOKA.

J. **Prohibition on Duplicative Services.** TOKA shall to the extent feasible, ensure that any financial assistance or homeownership-related services provided to an eligible Household is not duplicative of any other federally funded assistance provided to such Household.

VI. FINANCIAL ASSISTANCE AND/OR HOMEOWNERSHIP-RELATED SERVICES SELECTION

A Homeowner determined eligible for the Homeowner Assistance Fund Program shall be provided financial assistance and/or homeownership-related services, based on his or her eligibility determination, subject to the availability of funding. Prior to TOKA paying Homeowner Assistance Fund Program funds to the Homeowner for financial assistance and/or homeownership-related services, the Homeowner shall be required to execute a Receipt of Funds form by which he or she commits to use the funds for the purpose(s) approved by TOKA.

VII. SERVICE OF NOTICE

A. Any notice by TOKA to a Homeowner required by law, this Policy, or the TOKA policies and procedures shall be served by:

1. Delivering the notice personally to the Homeowner or to any member of the Household who is at least 18 years of age; when served, the recipient shall sign and date a copy of the notice;

2. Posting the notice on the door by taping all four corners of the notice to the door; when posted, the person posting the notice should prepare a certificate of posting containing his or her name, the Dwelling where the notice was posted, and the time and date of posting; or

3. Mailing the notice; when deposited in the United States mail, postage prepaid and addressed to the Homeowner=s Dwelling and to such other address as may have been provided to TOKA by the Homeowner, the notice shall be deemed to have been served on the third calendar day after being deposited in the United States mail.

If the Homeowner refuses to sign and date a copy of the notice or if the notice is posted on the door of the Dwelling, the delivery of notice shall be verified by a second employee of TOKA.

B. If notice requires a response by the Homeowner, the response shall be in writing and either delivered to TOKA in person or sent by United States mail, postage prepaid, and addressed to TOKA within the time period stated in the notice.

VIII. REPORTING

TOKA shall submit to Treasury quarterly reports that include financial data, targeting data, and other information and is subject to the reporting requirements under 2 C.F.R. Part 200, other than those provisions determined by Treasury to be inapplicable to the Homeowner Assistance Program.

IX. APPLICABILITY OF TOKA POLICIES

In addition to the terms and conditions contained in this Policy, Homeowners shall comply with the applicable terms and conditions contained in other TOKA policies. If a conflict exists between this Policy and the terms and conditions of other TOKA policies, the terms and conditions of this Policy shall govern.

X. AMENDMENT/WAIVER

A. Changes required by law or Treasury Guidance shall be made and Board approval shall not be necessary.

However, any other modification to this Policy shall only be made upon Resolution of the Board.

B. Upon good cause shown, the TOKA Board of Directors (Board) may waive any provision of this Policy; provided that, the Board may not waive provisions required under federal or Tribal law.

C. Requests for waiver shall be in writing, stating the provision or provisions to be waived, and be presented to the Board along with supporting documentation.

ATTACHMENT A

RECEIPT OF FUNDS

I, [NAME OF HOMEOWNER], acknowledge receipt of \$ _____ from the Tohono O’odham Ki:Ki Housing Authority (TOKA) under the U.S. Department of Treasury Homeowner Assistance Fund Program to pay for the following financial assistance and/or homeownership-related services:

DIRECT FINANCIAL ASSISTANCE

- Mortgage payment assistance: \$ _____
- Financial assistance to reinstate a mortgage or to pay other housing-related costs related to a period of forbearance, delinquency, or default: \$ _____
- Mortgage principal reduction, including reduction of second mortgage provided by a non-profit or government entity: \$ _____
- Principal reduction on mortgage down payment assistance loans provided by non-profit or governmental entities to Homeowner \$ _____
- Assistance with mortgage interest rate reduction: \$ _____
- Payment or reduction of delinquent property taxes to prevent Homeowner tax foreclosure: \$ _____

SUBTOTAL OF DIRECT FINANCIAL ASSISTANCE PAYMENTS \$ _____

HOMEOWNERSHIP-RELATED SERVICES (PAYMENTS TO VENDORS AND SERVICE PROVIDERS)

- Payment assistance for:
 - Lot rent for a manufactured home or trailer: \$ _____
 - Homeowner’s utilities, including electric, gas, home energy (including firewood and home heating oil), water, and wastewater: \$ _____
 - Homeowner’s internet service, including broadband internet access service: \$ _____
 - Homeowner’s insurance, flood insurance, and mortgage insurance: \$ _____

- Homeowner’s association fees or liens, condominium association fees, or common charges, and similar costs payable under a unit occupancy agreement by a resident/member shareholder in a cooperative housing development:

- Cost of counseling or education efforts by housing counseling agency to prevent foreclosure or displacement: \$ _____
- Cost of legal services necessary to prevent Homeowner Foreclosure or displacement: \$ _____

**SUBTOTAL OF INDIRECT FINANCIAL ASSISTANCE PROVIDED
IN RELATION TO HOMEOWNERSHIP-RELATED SERVICES** \$ _____

TOTAL FUNDS RECEIVED: \$ _____

I understand that I am personally responsible to ensure that all expenditures made from these funds are only for the purpose(s) approved by TOKA.

Name of Homeowner

Signature

Date