

NINILCHIK INDIAN HOUSING PROGRAM

15910 Sterling Hwy.

P.O. Box 39070

Ninilchik, AK 99639

PH: 907 567-3313 / FX: 907 567-3308

E-mail: bob@nirilchiktribe-nsn.gov

Weatherization Program

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Ninilchik Indian Housing Program
WEATHERIZATION PROGRAM GUIDELINES

Ninilchik Indian Housing Programs has established a program targeted for repairs and upgrades on homes, for our enrolled Tribal members, and for other Alaska Natives, American Indians, who are not currently enrolled and are elderly, disabled, and or low-income. Policies and procedures have been made to allow NIHP to provide the following services: To provide for windows, doors, weather-stripping, and insulation necessary to weatherize and to make a home more heat efficient.

Limit is \$2000.00 per home/household every five- (5) years unless greater cost is approved.

Basic guidelines are that applicants are enrolled Tribal members, elderly, disabled, low-income, and /or not currently enrolled Alaska Native / American Indians that have established a need. Applicants must be at or below 80% of the current Federal Median Income guidelines for the Kenai Peninsula. Applicant's that are over the 80% but less then the 100% of the Medium Income, applications must be reviewed and be approved by the Tribal Council. Please refer to the NIHP policies for further clarification. Also, they must reside within the Ninilchik Traditional Council's tribal boundaries.

The applicant may do repairs and work, if chosen. But applicant will have to sign a promissory work contract and must allow NIHP staff the right to come and verify that all work and all materials have been used as they were intended. For any materials not accounted for, the applicant may be made liable to pay for materials and can be prosecuted for defrauding a federally assisted program.

Due to homes built before 1978, possibly containing lead based paint, if you are to do work on your own home, NIHP dictates you must sign the Lead-Based Paint Disclosure Agreement after reading the EPA "Protect Your Family From Lead in Your Home" pamphlet. Not required by NIHP but is being offered for further safety education purposes if you request it, is a pamphlet called "Reducing Lead Hazards When Remodeling Your Home". All repairs that the applicant chooses to have done for them will be contracted out though the Ninilchik Traditional Councils Procurement Department using the Ninilchik Traditional Councils procurement procedures.

Applicant will allow contractors to make an appointment to come by to view the scope of work to allow them the ability to place a bid on the job.

Before any work begins on the participants home, the homeowner, construction crew and contractor will review the scope of work and cost estimate to be done on the house. Any disagreement to the contract will be resolved prior to the weatherization work beginning.

I have read and agree to the above statement and understand all terms made by the Ninilchik Indian Housing Program.

_____ / ____ / 20____
Applicant's Signature *Date*

_____ / ____ / 20____
Co- Applicant's Signature *Date*

Ninilchik Indian Housing Program
Weatherization Program

Application Checklist

Please Provide All Information Below.

Remember applications will NOT be started until ALL Information is provided.

- ❖ Application form - completely filled out and signed.
- ❖ Past 3 years signed income tax forms w/ 1099's & W-2's that were submitted to IRS. Or letter from the IRS, stating that you didn't have to file for each of the last 3 years.
- ❖ Proof of income for entire household for last 12 months.
- ❖ Divorce Decree (if it applies to you).
- ❖ CIB- Certification of Indian Blood (issued by the Bureau of Indian Affairs).
- ❖ Picture ID, Drivers License or Passport.
- ❖ Original Social Security Cards or CLEARLY shown on Drivers license or State ID card for Applicant & Co-Applicant. Soc. Sec. cards for all children and all household members age 6 and above.
- ❖ Birth certificates for each child.
- ❖ If Disabled- Proof of Disability from Doctor or other legal source stating disability.
- ❖ Proof of income for entire household for last 30 days. *Pay stubs, Pensions, Social Security, Disability Payments, VA payments, ATAP-AFDC-FS-AAP printout, Unemployment Benefits payment stubs, Child Support, Alimony.*
- ❖ Any Native Dividends received monthly, semi annual, or yearly.
- ❖ Any other payments received monthly, semi annual, or yearly.
- ❖ Deed of Trust for home to be worked on.
- ❖ Tax Appraisal for home to be worked on.

Please remember, if information is not brought with you it will only delay the approval process.

If you have questions or if you need to make an appointment please call Bob at (907) 567-3313

I have read and supplied the above information and understand that providing false information will disqualify me and can result in legal action.

_____ / ____ / 20____
Applicant's Signature Date

_____ / ____ / 20____
Spouse/Co-Habitants Signature Date

NINILCHIK INDIAN HOUSING WEATHERIZATION PROGRAM

FY-2012 NAHASDA INCOME LIMITS FOR ALASKA

Kenai Peninsula Borough Median Family Income \$74,400.00

Effective 12/01/2011

You must be at or Under the 80% Median Income to Qualify for This Program

1. Person Household: \$41,650
2. Person Household: \$47,600
3. Person Household: \$53,550
4. Person Household: \$59,500
5. Person Household: \$64,300
6. Person Household: \$69,050
7. Person Household: \$73,800
8. Person Household: \$78,550

*** Applicant's must be under the 80% Median Income to Qualify for this program. Applicant's that are over the 80% but less then the 100% of the Medium Income, must be reviewed and be approved by the Tribal Council. Please refer to the NIHP policies for further clarification.**

Ninilchik Indian Housing Program
Weatherization Program
Income Sources

Please fill in the dollar amount for the type of income you have received for the last 30 days. The annual income, fill in the dollar amount you have received for the last 12 months. Ask for assistance if you do not understand. Verification must be provided.

Type of Income Received	30 Days	12 Months
Earned Income		
Unemployment Benefits		
TAN / ATAP		
General Assistance (GA)		
General Relief (GR)		
Social Security Income		
Child Support Income		
Foster Care Payments		
Food Stamps Received		
Alaska Permanent Dividend		
Native Corporation Dividends		
Native Corporation Dividends		
Are You A Vet? Yes / No VA Payments Received		
Other		

Monthly Expenses

Shelter Expense	Amount	Misc. Expenses	Amount
House Payment/ Rent		Car Payment	
Electricity		Car Insurance	
Heating		Groceries	
Phone (Base Charge Only)		Child Care	
Home Insurance		Other	
Other		Other	

Current Employment and /or Education/ Training Activity

Application Information	Applicant	Spouse/Co Habitant
Job Title/ Course of Study		
Employer / Training Institute		
Address		
Contact Person		

Residency

Residency Verified By: AK Perm Fund____ Fishing Lic. ____ AK. Lic. ____ Other ____

Other Being: _____

Staff: _____

Ninilchik Indian Housing Program
Weatherization Program
To Be Filled Out By Staff Official

Please Review to Make Sure All Information is Supplied.

Verification of Identity

Head () Drivers License/ State ID # _____ Exp. Date: ____/____/20____
 () Birth Certificate – State of Issue: _____
 () Other – Describe: _____

Spouse () Drivers License/ State ID # _____ Exp. Date: ____/____/20____
 () Birth Certificate – State of Issue: _____
 () Other – Describe: _____

Other () Drivers License/ State ID # _____ Exp. Date: ____/____/20____
 () Birth Certificate – State of Issue: _____
 () Other – Describe: _____

Verification of Indian Blood

BIA Card () Tribe: _____ Roll # _____
 Tribe Card () Tribe: _____ Roll # _____
 Other () Describe: _____ Roll # _____

Verification of Homeownership

Warranty Deed: _____ Quit Claim: _____ MHOA: _____
 Tax Valuation or Appraised Value: \$ _____ Balance Owing? Yes ___ No ___
 Statement from Lending Institution showing current balance owing: \$ _____
 Name of Lending Institution: _____ Ph: _____

Verification of Other Assets

Type of Asset: _____
 Current Balance: \$ _____ Interest Rate: \$ _____

Type of Asset: _____
 Current Balance: \$ _____ Interest Rate: \$ _____

Verification of Income

Source	Amount	Per	Verified By

Ninilchik Indian Housing Program
Weatherization Program
CLIENT RIGHTS/RESPONSIBILITIES

Rights

The Client has a right to...

- ❖ Be treated with respect.
- ❖ Be treated without regard to race, color, creed, national origin, religion, sex, sexual preference or age.
- ❖ Be treated without regard to disability unless treatment being provided makes treatment hazardous to the individual.
- ❖ Have all personal information treated in a confidential manner.
- ❖ Review his/her file with an appropriate staff present.
- ❖ Be fully informed regarding any and all fees associated with his/her services received from NIHP.

Responsibilities

The Client has the responsibility to.....

- ❖ Treat NIHP staff with respect.
- ❖ Be accurate and complete as possible when providing information to NIHP.
- ❖ To carry out NIHP program rules and regulations related to the program he/she is applying for.
- ❖ Actively participate in decision and perform those activities made in the decision making process regarding any services received from NIHP.
- ❖ Inform NIHP staff of any changes in address, income, etc.

CLIENT GRIEVANCE PROCEDURE

A procedure has been established and maintained by Ninilchik Indian Housing Programs to assist clients in resolving any complaints or grievances arising from a real or perceived violation of client rights.

No specific form is necessary to file a grievance, however a grievance must be in writing. You must clearly state the problem(s) by detailing the action taken or not taken by NIHP staff and outline possible solutions and / or resolutions.

An earnest effort will be made by NIHP staff to resolve problems encountered during all stages of program participation. The following steps outline the recommended procedure for attempting prompt resolutions to complaints/grievances regarding the service components of the Ninilchik Indian Housing Program:

1. Submit a complaint in writing to the NIHP Housing Director. An informal meeting will be scheduled to discuss the complaint. If the complaint cannot be resolved informally, the Housing Director shall, within 10 days after the receipt of the complaint, issue a written decision and inform the opportunity to further appeal the matter outlined in Step 2 below.
2. If unsatisfied with the written decision by the Housing Director, submit an appeal, in writing too the Ninilchik Traditional Council, C/O Executive Director, P.O. Box 39070, Ninilchik, AK 99639. A hearing will be scheduled within 30 days of receipt of the appeal. The Executive Director will issue a written response within 10 days of the hearing with the Ninilchik Traditional Council.

**Ninilchik Indian Housing Program
Weatherization Program**

Applicant Certification

I hereby certify that all information made on or in connection with this application is true and complete to the best of my knowledge. I understand that if I deliberately enter false information on this form, I may receive a \$10,000 fine, imprisonment for not more than two years, or both. I also understand that any misrepresentation or concealment of material fact will be sufficient grounds for rejection of my application, removal from any eligibility list, or suspension from any NTC program participation and services.

_____ / ____ / 20____
Applicant's Signature *Date*

_____ / ____ / 20____
Spouse/Co-Habitants Signature *Date*

Ninilchik Indian Housing Program

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RELEASE OF INFORMATION

I/We, the undersigned, hereby authorize the release of any information via **fax** or hard copy concerning me, to the Ninilchik Indian Housing Programs / Ninilchik Traditional Council, located at 15910 Sterling Highway, P.O. Box 39070, Ninilchik, Alaska 99639. The requested information shall be used solely in the administration of NIHP programs, and a reproduction of this release is as valid as the original. **Contacts may include, but not be limited to:**

- ❖ Public Assistance
- ❖ Department of Labor
- ❖ Social Security Administration
- ❖ Veterans Administration
- ❖ Division of Vocational Rehabilitation (DVR)
- ❖ Employers
- ❖ Native Corporations
- ❖ Child Support Enforcement Agency
- ❖ Bureau of Indian Affairs
- ❖ Private Individuals
- ❖ Alaska Perm. Dividend Fund
- ❖ Alaska Longevity Fund
- ❖ NTC Tribal Services

Other (Please Name) : _____

This authority shall continue until revoked in writing by the undersigned.

Applicants Signature	Date	Social Security Number
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Printed Name

Spouse/ Co- Habitant Signature	Date	Social Security Number
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Printed Name

Ninilchik Indian Housing Program
Weatherization Program
Access, Waiver of Liability & Hold Harmless Agreement

1. In consideration for _____,
I give _____ access to _____.

1. In consideration for participating in _____ and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE _____, the officers, agents and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me while participation is such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity. Including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss of damage to property owned by me as a result of being engaged in such an activity.

3. I agree to HOLD HARMLESS THE RELEASEES from any loss, liability, damage or cost, including court costs and attorney's fees, that may incur due to my participation in said activity.

4. I UNDERSTAND THAT THE RELEASEES WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COST ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Access, Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand on this Date of: ____/____/20____.

Participant: _____

Witness: _____ Date: ____/____/20____.

Ninilchik Indian Housing Program
Weatherization Program

Promissory Contract For Doing Own Work with the
Ninilchik Indian Housing Weatherization Program Funds

I, _____, hereby state that I will use the materials obtained for me and my household from the Ninilchik Traditional Council's Indian Housing Weatherization Program, and that it **will** be used for the Weatherization Purposes that I have stated in the Narrative in my Weatherization Application.

I understand that a representative of the Ninilchik Indian Housing Programs will come into my home before conducting the job to see where the materials will be used. And then after I have conducted the job to verify that all materials obtained for me from the Ninilchik Indian Housing Programs have been used as I stated that they would be.

I understand that I am responsible for any and all breakage that may occur during the installation of materials. And in no way will the Ninilchik Indian Housing Programs or the Ninilchik Traditional Council be held responsible for the replacement of said materials. I understand that I must keep materials even if broken for the Ninilchik Indian Housing representative to verify as being broken, but that it will be up to me to fix or replace.

I also understand that I have to have the installation of all materials installed and ready for inspection from the Ninilchik Indian Housing Representative by the date I said it would be ready for inspection. If I need to reschedule an appointment due to not being able to complete the said job on time that I will make arrangements with the Ninilchik Indian Housing Programs Rep. at least 3 days prior to the set inspection date. I also understand that I will need permission for a time extension and that unless agreed upon by the Ninilchik Indian Housing Rep. it can not exceed past 10 days of the first inspection said date. This means ALL Days Including Weekdays and Weekends.

I, _____, Promise to use and install all materials obtained for me from the Ninilchik Indian Housing Weatherization Program by said date of: _____
And if applicable materials that are ordered to come in at a later time it will take me _____ days to install the materials after receiving and have the Ninilchik Indian Housing Representative set an appointment to come and inspect the job of installation.

I, _____, will be responsible for verifying all materials are delivered and accounted for before signing off as receiving the materials delivered to me. I also understand that signing for the materials and not having all the materials will make me accountable for having to replace and install the materials out of my own finances to obligate my agreement with the Ninilchik Indian Housing Programs. If all materials are not present at time of delivery it will be noted to the delivery driver and the necessary corrections made by the delivery driver to the material list. I will then call the Ninilchik Indian Housing Representative and inform them of the materials that were not delivered. I understand that the delivery driver will take the signed delivery invoice and they will not be leaving any invoices with me.

I understand that by signing this contract that I will be responsible for the accountability of all materials and for implementing them as I said I would. That by not doing so in the timely manner as I stated, with the ability to show proof of use of all materials to the Ninilchik Indian Housing Representative that I could be prosecuted, and made liable to pay for all materials not accounted for. I understand I could be excluded from using any and possibly all of the Ninilchik Indian Housing Programs. The Ninilchik Traditional Council Board will make the determination of eligibility to participate in future programs.

“I shall conduct my weatherization work in accordance with best safety practices and local, state, and federal laws. Further, I shall indemnify, defend and hold the Ninilchik Traditional Council and its employees harmless from any and all cost (including attorney’s fees), claims and liability involving death, damages, and injury to person or property arising out of or in connection to the Ninilchik Indian Housing Programs Weatherization Program.”

Signature of Applicant

Date of Signing

Signature of Housing Representative

Date of Signing

Notary Public Signature

Date of Signing

Commissions Expiration Date

Notary Seal:

Things You Should Know

Don't risk your chances for Federally assisted housing by providing false, incomplete, or inaccurate information on your application and rectification forms.

PURPOSE This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information.

PENALTIES FOR COMMITTING FRAUD The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or rectification forms contain false or incomplete information, you may be:

- * Evicted from your apartment or house:
- * Required to repay all overpaid rental assistance you received:
- * Fined up to \$10,000.00:
- * Imprisoned for up or 5 years; and/or
- * Prohibited from receiving future assistance.

Your State and local governments may have other laws and penalties as well.

ASKING QUESTIONS When you sit down with the person who fills out your application, you should know what is expected of you. If you do not understand something, say so. That person can answer your question or find out what the answer is.

COMPLETING THE APPLICATION When you give your answers to application questions, you must include the following information:

Income:

- * All sources of money you and any "adult" member of the family receive (wages, welfare payments, alimony, social security, pensions, etc.).
- * Any money you receive on behalf of your children (child support, social security for children, etc.).
- * Income from assets (interest from a savings account, credit union, or certificate of deposit, dividends from stocks, AK Perm Dividend, etc.).
- * Earnings from a second job or part time job.
- * Any anticipated income (such as a bonus or pay raise you expect to receive).

Assets:

- * All bank accounts savings bonds, certificates of deposit, stocks, real estate, etc. that are owned by you or any adult member of your family/household who will be living with you.
- * Any business or asset you sold in the last 12 months for less than its full value, such as your home to your children.

Family/Household Members:

- * The names of all of the people (adults and children) who will actually be living with you whether or not they are related to you.

Signing the Application

- * Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate.
- * When you sign the application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.
- * Information you give on your application will be verified by your housing agency. In addition, HUD may do computer matches of the income you report with various Federal, State, or private agencies to verify that it is correct.

Recertifications

You must provide updated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you must rectify. You must report on rectification forms:

- * All income changes, such as pay increases or benefits, change of job, loss of job, loss of benefits, etc. for all adult family/household members.
- * Any family/household member who has moved in or out.
- * All assets that you or your family/household members own and any asset that was sold in the last 2 years for less than its full valve.

Beware of FRAUD

You should be aware of the following fraud schemes:

- * **Do not pay any money to file an application.**
- * **Do not pay any money to move up on the waiting list.**
- * **Do not pay for anything not covered by your lease.**
- * **Get a receipt for the money you pay.**
- * **Get a written explanation if you are required to pay any money other than rent (such as maintenance charges, etc.).**

Reporting Abuse

If you are aware of anyone who has falsified an application, or if anyone tries to persuade you to make false statements, report them to the manager of your project or PHA. If you cannot report to the manager, call the local HUD office or the HUD hotline at **(202) 472-4200**. This is not a toll free number. You can also write to the HUD Hotline, Room 8254, 451 Seventh Street, S.W., Washington, D.C. 20410.

I have read and understand this bulletin:

Applicant: _____ Date: _____

Co-Habitants: _____ Date: _____

Lead Based Paint Disclosure Agreement

I have read and fully understand the information that was given me by the Ninilchik Traditional Council's Indian Housing Program concerning Lead-Based Paint and the dangers associated with it.

I understand that by signing below I am attesting to being fully aware of the Lead Based Paint dangers that I impose on myself and on my family and that the Ninilchik Traditional Council or the Ninilchik Indian Housing Programs cannot be held liable in any form or manner.

I also understand that by signing below that I fully assuming any and all liabilities and risks for myself, my family and those that may be exposed with the manner and way I choose to conduct the work on my home with the Grant I am receiving through the Ninilchik Indian Housing's Weatherization Program.

_____ Date: ____/____/20____
Applicant's Signature

_____ Date: ____/____/20____
Co-Habitant's Signature