Memorandum

MIAMI-DADE COUNTY

Date: January 21, 2010

Agenda Item No. 8(G)(1)(B)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Approving Miami-Dade Public Housing Agency's Public Housing ACOP, Public Housing Dwelling Lease, and Public Housing Community Policies

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This item was amended at the January 13, 2010 Housing and Community Development Committee meeting to correct minor scrivener's errors, reword sections to provide further clarification, and make changes to policies in the attached ACOP, Lease, and Community Policies. Detailed in the last section of this cover memorandum is a summary of the changes to policy.

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached Miami-Dade Public Housing Agency's (MDPHA) Public Housing Admission and Continued Occupancy Policy (ACOP), Public Housing Dwelling Lease (Lease), and Public Housing Community Policies.

Scope

This resolution is associated with the Public Housing program administered by MDPHA. Other housing authorities exist within Miami-Dade County, such as Hialeah Housing Authority, Housing Authority of Miami Beach, and Homestead Housing Authority, which administer their independent Public Housing programs along with their ACOP, Lease, and Community Policies.

Fiscal Impact

This resolution does not create a negative fiscal impact to the County.

Background

Pursuant to the federal regulations promulgated by the United States Department of Housing and Urban Development (HUD), MDPHA is required to adopt and implement policies and procedures for its Public Housing program, which shall include, but not be limited to, the applicant selection and assignment process, and continued occupancy. The BCC approved the current ACOP on September 2, 2008 through Resolution R-909-08.

The purpose of the ACOP is to establish guidelines for MDPHA to follow in determining eligibility for the admission of applicants and the continued occupancy of tenants under the Public Housing Program. These guidelines are governed by the regulations and requirements set forth by HUD.

In addition, these changes made to the ACOP directly affect the Lease and Community Policies since these documents are used by MDPHA to enforce the policies and requirements stated in the ACOP. The purpose of the Lease is to establish a rental agreement for occupancy of a dwelling unit within the Public Housing Program between the tenant and Miami-Dade County through MDPHA. The Community Policies is an attachment to the Lease. The purpose of the Community Policies is to establish occupants' housekeeping rules. The current Lease and Community Policies were approved on December 7, 2000 through Resolution R-1323-00. The ACOP, Lease, and Community Policies are binding upon applicants, public housing tenants, and MDPHA. The major revisions are as follows:

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

- First, the agency's name is now reflected as MDPHA, and the address, and telephone numbers were updated as a result of the relocation.

Section I - Program Administration

- The Ann Marie Adker, et. Al Consent Decree expired August 1, 2009 and operational provisions related to the Decree have been updated to ensure compliance with Resolution number R-1075-09 adopted on September 1, 2009. Pursuant to that resolution, MDPHA shall:
    - Ensure that the mandates of the Adker Decree of providing desegregative opportunities to all residents, participants and applicants of public housing, Section 8 Housing Choice Voucher, Section 8 Moderate Rehabilitation and other federally subsidized project-based and tenant-based housing programs administered by the County are continued; and
    - Maintain the current Adker-related provisions in the ACOP.

Section II – Eligibility for Admission and Processing of Applications

- Includes clarification regarding full assistance for family members who are U.S. Citizens or eligible immigrants, and pro-rated assistance for family members electing not to contend eligible immigration status. This is change reflects an update in HUD regulations.
- All family members who are citizens or eligible immigrants, including children under 6 years of age, must provide a Social Security Number (if not previously provided and verified), before being admitted to the program or by next reexamination. This change reflects an update in HUD regulations.
- The waiting list may be dissolved every five years instead of three years. If insufficient applicants are available for a particular bedroom size, the Project-based waiting list may be reopened for that particular bedroom size. This will provide an opportunity to exhaust the current list before reopening it again and changing the waiting list ranking numbers.
- Former Scott Homes and Carver Homes residents will be given priority for admission to the new HOPE VI Scott/Carver re-development project in accordance with the Scott/Carver Return Policy.
- Waiting list preferences over other new admissions will be provided to:
    - Qualified families desiring housing in MDPHA Assisted Living Facilities (ALF),
    - Displaced Persons due to natural disaster declared by the President of the U.S.
    - Qualified families where the head or co-head is an eligible Veteran.
- Applicants will be screened through US HUD's Enterprise Income Verification (EIV) system for double housing subsidy, debt owed, and adverse termination from housing authorities nationwide. Unless the double subsidy, debt, or adverse termination is cleared, assistance may be denied.
- Violent-related crimes including murder, arson, aggravated battery, and sex-related crimes will result in permanent denial of admission or termination of assistance. Some MDPHA family developments have been impacted by murders and other crimes; therefore, staff expects to assure residents and neighbors in the community that MDPHA is committed to provide a safe environment in its developments.

Section III – Tenant Selection and Assignment Plan

- Units will be offered for three different geographic zones: North, Central, and South. This change is being incorporated as recommended in the Ann Marie Adker, et. al v. Miami-Dade County, et al Consent Decree (paragraph 25, page 34) which states the County, with HUD approval, may divide the County into three geographic zones for purposes of making offers of, and referrals for, project-based assistance.

Section VI – Eligibility for Continued Occupancy, Annual Recertification, and Remaining Family Members

- Income reported at each re-examination will be verified through US HUD's EIV system.
- Criminal Justice and sexual offender records of adult household members will be accessed at time of annual re-examinations to determine eligibility for continued assistance.
- If at any time after admission, US HUD's EIV system shows a participant is receiving double housing subsidy, proof of termination of tenancy from the other housing authority or program must be provided for continuation of assistance.

- In verified instances of fraud where underreported or unreported income of $2,400 or more per year (previously $4,800 or more) has occurred, MDPHA shall refer the case to the Office of Inspector General (OIG) or other law enforcement agency. The change will be consistent with HUD's EIV income discrepancy report showing households whose family actual income is $2,400 or greater than the family reported.
- MDPHA will require families to enter into a repayment agreement for all balances owed (previously applicable only in cases of unreported income of $200 or more per month).
- Supporting documentation will be requested to verify relocation of family member requesting removal from lease to authenticate that the member actually moved from the unit.

Section VII – Interim Rent Adjustments
- Clarified that the minimum rent requirement may be suspended 90 days if resident suffers a qualifying temporary or long-term hardship. According to the federal regulations set forth at 24 CFR 5.630, a PHA must charge a family no less than the minimum monthly rent established; however, the PHA may not evict the family for nonpayment of such minimum rent during a 90-day period beginning the month following a family's request for an exemption due to hardship.

Section VIII – Lease Termination Procedures
- Illegal tampering of utility meters is grounds for termination because such tampering creates a life and safety condition to residents and/or others; tampering also creates a liability to the County.

Section X – Utilities and Maintenance Charges
- Utilities must be maintained in the name of the Head of Household (HOH), spouse, or co-head. The HOH is the responsible party for up-holding the lease agreement. In addition, HUD grants a utility allowance to the HOH on behalf of the family which requires that the HOH keep utility payments current at all times.

Section XV – Section 32 Homeownership Plan
- Language added regarding MDPHA's request to convert public housing development Heritage Village I from Turnkey III to the Section 32 Homeownership Plan adopted by the BCC on November 4, 2009 as Resolution R-1281-09.

PUBLIC HOUSING LEASE

Article II- Rent Payments
- Rent payments are no longer accepted at the site manager's office. Rent payments can be made through the bank lockbox, direct debit to resident's bank account and online payment with major credit card.

Article III – Authorized Members of the Household
- Household members cannot participate in any other subsidized housing programs.

Article V - Other Charges and Conditions
- The utility accounts must be in the name of the Head of Household, spouse or co-head.

Article VII - Interim Re-certifications and Rent Adjustments
- The resident must report income changes of $200 per month or more, instead of $40.

Article VIII – Transfers
- Extending number of days to complete unit transfers within 30 days instead of 15 days.

Article IX – Resident Obligations
- The resident must not allow any other person other than those listed on the lease to use the unit's address on identification cards, driver license or as the mailing address.

- The resident must not allow any other person, including guest or visitors, to reside or to stay in the dwelling unit during resident's absence, unless the resident obtains advance written consent from the Landlord.

Article XV – Termination of the Lease
- The lease may be terminated if the resident is no longer able to comply with the provisions of the lease.

COMMUNITY POLICIES
Section IV – Vehicles
- Vehicles not belonging to any of the household members must not be registered under the dwelling unit address.

Section XI – Housekeeping Standards
- Residents must not interfere with safety devices (i.e. smoke alarms and fire extinguishers).
- Pest infestation must be reported. Failure to report pest infestations is grounds for lease termination.

Section XIX – Firearms, Weapons, Dangerous Objects and/or Materials
- Residents and guests are prohibited from displaying, using, or possessing illegal weapons while on MDPHA property.

Exhibit 1
- The Schedule of Maintenance Charges and the Schedule of Fines have been updated and can be found as an exhibit in the back of the attached Community Policy.

The ACOP, Lease, and Community Policies were posted for public comment and distributed to the Public Housing Resident Advisory Board (RAB) during a 30-day comment period, from October 12, 2009 through November 10, 2009. A Public Hearing was held on November 12, 2009. Comments were received and reviewed. Pursuant to the comments received, the Lease will not show under Article XV-*Termination of the Lease* that one of the conditions for termination is "The issuance of one (1) 14-day notice in any twelve month period to the Resident."

CHANGES FROM COMMENTS RECEIVED BY LEGAL SERVICES OF GREATER MIAMI, INC. AND FLORIDA LEGAL SERVICES

Pursuant to the directive given to staff during the December 12, 2009 meeting of the Housing Community and Development Committee, MDPHA received and considered 125 additional comments from Legal Services of Greater Miami, Inc. (LSGMI) and Florida Legal Services (FLS) on December 21, 2009. Thereafter, MDPHA and the County Attorney's Office met with LSGMI and FLS representatives on January 7, 2010. Upon review of the comments, mainly addressing re-wording of verbiage which resulted in no policy changes, the following provisions were added to the documents.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)
Section II – Eligibility for Admission and Processing of Applications
- Included Legal Services of Greater Miami, Inc. as an agency to be notified when waiting list opens.
- Social security numbers (SSN) are required unless the household member does not contend eligible immigration status, and are not required for persons 62 years of age or older. This is per HUD Final Rule effective January 10, 2010. MDPHA could not adapt this provision until HUD published the Final Rule on December 29, 2009, after the revised ACOP was submitted for comments.

Section IV – Leasing Policies
- Families having dual joint child custody will be asked to determine under which family's lease the child will appear for reporting purposes and to avoid double subsidy.

Section VI – Eligibility for Continued Occupancy, Annual Recertification, and Section VII - Interim Re-certifications and Rent Adjustments

- Interim recertifications will be made for decreases of income in any amount.

PUBLIC HOUSING LEASE

Article VII - Interim Re-certifications and Rent Adjustments

- Interim recertifications will be allowed for decreases of income in any amount.

Article XIII – Legal Notices

- Legal Notices will be provided in acceptable format for visually impaired.

Attachments

Cynthia W. Curry
Senior Advisor to the County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: January 21, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(G)(1)(B)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)(B)
1-21-10

RESOLUTION NO. _____

RESOLUTION APPROVING THE MIAMI-DADE PUBLIC HOUSING AGENCY (MDPHA) PUBLIC HOUSING ADMISSION AND CONTINUED OCCUPANCY POLICY (ACOP), PUBLIC HOUSING DWELLING LEASE AND COMMUNITY POLICIES; AND AUTHORIZING MDPHA DIRECTOR TO MODIFY AND APPROVE CHANGES TO THE ACOP, LEASE, AND COMMUNITY POLICIES AS REQUIRED BY REGULATORY AMENDMENTS OR COURT RELATED CHANGES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which are incorporated herein by reference; and

WHEREAS, copies of the ACOP, Public Housing Dwelling Lease (Lease), and Community Policies are attached hereto and incorporated herein by reference; and

WHEREAS, MDPHA is responsible for providing safe, decent and sanitary affordable housing opportunities to the income groups defined by the United States Department of Housing and Urban Development (HUD) as extremely low, low, and very-low income residents living in public housing,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board approves MDPHA's ACOP, Lease, and Community Policies and authorizes the MDPHA Director to modify and approve changes to the ACOP, Lease, and Community Policies as required by regulatory amendments or court related changes.

The foregoing resolution was offered by Commissioner ,

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of January, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

MIAMI-DADE PUBLIC HOUSING AGENCY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

BCC Adopted:
EFFECTIVE:

This material is available in accessible format upon request. Please call the ADA Coordinator at (786) 469-4229 (telephone) or Florida Relay Service (800) 955-8771 (TDD/TTY).

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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Admissions and Continued Occupancy Policy

I. Program Administration

A. Purpose of the Admission and Continued Occupancy Policy

This Admission and Continued Occupancy Policy (ACOP) is a supporting document to Miami-Dade Public Housing Agency's Public Housing Agency (PHA) Plan. It shall be available for public review during regular office hours Monday through Friday at its main administrative office located at 701 NW 1st Court, and at the Public Housing Regional and Site Offices.

The purpose of the ACOP is to establish written policies in accordance with United States Department of Housing and Urban Development (USHUD) regulations and in regards to matters not covered under the USHUD regulations, but left to local discretion for the Public Housing Program, as established by the United States Housing Act of 1937. The regulations that govern these programs are documented in Title 24 of the Code of Federal Regulations (CFR) Parts 5, 960, 966 and other applicable regulations promulgated by the USHUD.

B. Miami-Dade Public Housing Agency (MDPHA)

Miami-Dade County, a political subdivision of the State of Florida, is the local government entity responsible for affordable housing programs, administers assisted housing programs through its housing department, Miami-Dade Public Housing Agency, hereafter referred to as the "Agency" or "MDPHA". Although the Agency has responsibility for all day-to-day operations of the Public Housing programs, any revisions to this policy after its adoption, requires approval from the Board of County Commissioners and/or other authorized MDPHA officials.

Administration of the Public Housing programs shall comply with applicable Federal, State and local law, Public Housing regulations, handbooks, and policies promulgated by USHUD, and other federal laws including but not limited to: the United States Housing Act of 1937, as amended, the Fair Housing Act, as amended, the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 3 of the Housing and Urban Development Act of 1968, as amended.

For more information visit MDPHA's website at www.miamidade.gov/housing

C. Ann Marie Adker Consent Decree, et al v Miami-Dade County and USHUD (Adker Decree).

The Adker Decree expired August 1, 2009. MDPHA will ensure that the eligibility process is completed for mobility pool members that commenced the process prior to the expiration of the Adker Decree. Notwithstanding the expiration of the Adker Decree, MDPHA shall comply with Miami-Dade Board of County Commissioners' Resolution No. R-1075-09 adopted on September 1, 2009. Pursuant to that resolution, MDPHA and all County departments that administer affordable housing programs shall:

- Ensure that the mandates of the Adker Decree of providing desegregative opportunities to all residents, participants and applicants of public housing, Section 8 Housing Choice Voucher, Section 8 Moderate Rehabilitation and other federally

subsidized project-based and tenant-based housing programs administered by the County are continued;

- Maintain the current Adker-related provisions in the Miami-Dade Public Housing Agency's Admissions and Continued Occupancy Policy and Section 8 Administrative Plan;
- Designate a person(s) or division within the Agency to be responsible for ensuring compliance with the terms of Board's resolution; and
- Provide any reports required by the Board, the Mayor or the mayor's designee.

D. Voluntary Compliance Agreement

In March 2005, the County executed a Voluntary Compliance Agreement (VCA) with USHUD, which requires the County to construct or convert 478 public housing units and common areas to comply with the Uniform Accessibility Standards (UFAS), the Fair Housing Act and the Architecture Barriers Act.

E. Fraud and Crime Control Program

MDPHA investigates allegations of fraud or illegal activity committed by housing program applicants and residents to include family members included in the lease. Incidents of fraud or illegal activity may be reported to MDPHA's fraud hotline telephone number at 786-469-4105. All calls are confidential and callers will remain anonymous.

An additional approach to reduce crime in public housing sites is the Public Housing Crime and Reduction program, which involves a coordinated effort by local law enforcement agencies. Non-emergency suspicious activities shall be reported by calling 305-638-6308.

USHUD's Office of the Inspector General (OIG) established a satellite office, to investigate allegations of housing fraud. The office is located at 1401 NW 7 Street, Miami, Florida 33125, by the Site Manager's office at Robert King High project. The Inspector General accepts calls from staff and the public at 305-644-5300. Calls are confidential and the Inspector General will handle and investigate all complaints received.

Miami-Dade County's OIG is a local law enforcement agency that works in conjunction with MDPHA to prevent and eliminate crime and fraud in MDPHA housing programs. MDPHA may refer cases to Miami-Dade County's OIG, or any other local law enforcement agency with jurisdiction to investigate housing fraud, criminal and fraud cases for legal prosecution and collection of debt, if applicable. Miami-Dade County's OIG representatives will attend grievance hearings as required, when MDPHA proposes to deny admission or terminate tenancy regarding cases they have investigated or prosecuted.

In an effort to maintain crime control in MDPHA's public housing developments, each site manager shall obtain a "no trespass" listing of people who have been terminated from the program as a result of drug, violent and non-violent criminal activities, including domestic violence. Such list is issued by local law enforcement or state attorney's office and may be updated with additional names as required by court stipulations. The list must be included in MDPHA's shared drive and be posted in conspicuous places in each development.

F. Assistance to Limited English Proficiency (LEP) Persons

MDPHA is committed with ensuring the accessibility of its program and activities to all eligible applicants and program participants. MDPHA staff shall provide high quality customer service to LEP persons, as follows:

- Spanish and Creole are the most common non-English languages used by applicants and program's participants.

- Staff members fluent in Spanish and Creole will assist LEP applicants and residents with issues related to MDPHA's housing programs by providing required information, resources available for LEP families, and how to access those resources.

- Vital documents, letters and signs translated into Spanish and Creole must be posted in public place.

II. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing

MDPHA's marketing plan ensures inclusion on its waiting list of all people without regard to race, national origin, color, sex, religion, age, disability, familial and marital status, ancestry, sexual orientation, or source of income.

The opening of the waiting list will be advertised at a minimum in each of the following newspapers: *The Miami Herald*, the largest paper of daily general circulation; *The Miami Times*, the paper with the largest circulation among African-Americans; *Diario Las Americas*, a Spanish publication, the *Haiti en March*, a Haitian publication, and *The Voice*, a publication for disabled people. The opening and closing dates of any open waiting list period will be advertised in advance. The waiting list ranking process will be conducted per the State of Florida laws.

1. Outreach to Very-Low Income Families.

   Efforts will be taken to ensure outreach to Miami-Dade County's eligible population providing information of all opportunities to apply for program assistance. In order to reach the widest eligible population, the agency may use special outreach in any of the following methods:

   - Notice to churches, synagogues, and other places of worship,
   - Notice to government offices including but not limited to Miami-Dade County regional libraries, Miami-Dade County Community Action Agency, Social Security Administration, State of Florida Department of Children and Families, Legal Services of Greater Miami, Inc. or other agencies designed to assist the low income community;
   - Notice to agencies that assist the elderly or disabled;
   - Public service announcement on radio or television;
   - Announcement at public meetings; and
   - Any other methods deemed appropriate to increase the scope of outreach for eligible applicants.

2. Marketing and informational materials will:

   - Comply with Fair Housing Act requirements on wording, logo, etc.;
   - Describe the application process, waiting list and preference structure accurately;
   - Use clear and easy to understand terms and distribute in more than English-language print media;
   - Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/504/ADA-adaptable units are offered to applicants who need their features;
   - Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
   - Be clear about MDPHA's responsibility to provide reasonable accommodations to people with disabilities.

B. Qualifying for Admission

1. Placement on the waiting list does not indicate that the applicant is eligible for admission. A final determination of eligibility will be made when the applicant is selected for interview from the waiting list. It is MDPHA's policy to admit into its housing programs only qualified applicants.

2. An applicant is qualified if he or she meets all of the following criteria:

   - Is a family, as defined in Appendix I of this ACOP
   - Meets USHUD requirements on citizenship or immigration status as described in item # 3 below;
   - Has an Annual Income (as stated in Chapter XII of this ACOP) at the time of admission that does not exceed the income limits (maximum incomes by family size established by USHUD) posted in MDPHA offices;
   - Provides documentation of Social Security numbers for all family members except for those individuals who do not contend that they have eligible immigration status (See section II.B.4 below); and
   - Meets the Applicant Selection Criteria in Chapter II, of this ACOP, including completing a MDPHA-approved pre-occupancy orientation session, if requested;

3. Citizenship or Eligible Immigration Status

   In order to determine the family's eligibility for full assistance or prorated assistance, MDPHA is required to determine the citizenship and/or immigration status of each individual family member, unless they do not contend that they have eligible immigration status. To be eligible to receive housing assistance, at least one member in the family must be either a citizen, a national of the United States, or have eligible immigration status. A "mixed family" includes ineligible noncitizens and may be eligible for pro-rated assistance. Details of the requirements are described below.

   a. There are four categories of citizenship/immigration status:
      1. Eligible citizen
      2. Eligible noncitizen
      3. Ineligible noncitizen
      4. Pending verification

   b. The Declaration of Citizenship or Eligible Immigration Status form must be signed by all family members (or by parent or guardian if family member is a minor) and must submit proof as follows:

   c. Acceptable documentation of eligible citizenship status is one of the following documents:
      - U.S. Passport (unexpired)
      - U.S. Birth Certificate
      - Certificate of Citizenship
      - Naturalization Certificate
      - Voter's Registration

d. A noncitizen must have permanent residence, refugee or asylee status to be eligible for assistance. Acceptable document of eligible immigration status for noncitizens is one of the following documents:
   - Permanent residents: Permanent Resident Card (Form I-551), also known as the "Green Card".
   - Asylees: Asylum Approval Notice and Employment Authorization Document (EAD), or Arrival-Departure Record (Form I-94), along with government-issued ID card with photo.
   - Refugees: Refugee Approval Notice and Employment Authorization Document (EAD).
   - Non-citizens sixty-two (62) years of age and older receiving assistance under a covered program on September 30, 1996 or applying for assistance after that date: Signed declaration of eligible immigration status and proof of age.

e. Documents must be current and unexpired.

f. Declaration of Ineligible Immigration Status: An individual may contend not to have eligible immigration status. The family must identify in writing which family member does not contend to have eligible immigration status. A single member household without eligible citizenship or immigration status is not eligible for assistance and may not be admitted into the program.

g. As long as one family member is either a citizen or eligible noncitizen, the family may qualify as a "mixed family" and the housing assistance must be pro-rated based on the family members who are either citizens or eligible immigrants, which means they will pay a higher rent than they would if all family members were either citizens or eligible (24 CFR 5.508).

h. A mixed family is composed of both eligible and ineligible members. A mixed family may be qualified for continued assistance if it meets all of the following conditions:

   - The family was receiving assistance under a Section 214 covered program on June 19, 1995, which is when the Noncitizens rule became effective.

   - The head of household, spouse, or co-head has eligible immigration status (24 CFR 5.506).

   - The family does not include any person without eligible immigration status other than the Head of Household, spouse, co-head, and parents or children of the Head, spouse, or co-head. A family granted continued assistance before November 29, 1996 is entitled to receive non-prorated assistance. A family granted assistance after November 29, 1996 must receive prorated assistance (24 CFR 5.518(a) (2)).

i. Documentation proving citizenship or eligible immigration status must be provided to MDPHA within ten (10) business days. MDPHA may extend the submission period, which shall not exceed thirty (30) days. The family members coded as eligible noncitizens are required to submit evidence of changes in eligible immigration status while being continuously assisted under the program. MDPHA shall verify with INS through primary, and if necessary, secondary verifications of documentary evidence submitted by the family to determine the eligibility of each family member. The INS

SAVE system provides access to names, file numbers and admission numbers of noncitizens.

j. Pending Verification of immigration status: When the primary verification (via SAFE) and secondary verification (manual verification request to Department of Homeland Security (DHS)) of any immigration documents that were timely submitted has not been completed. Also, when an appeal by the individual with DHS is pending.

k. Once the applicant or participant has submitted the documents of eligibility, MDPHA may not deny, delay or terminate assistance solely on the basis that the primary or secondary verification of the immigration documents has not been completed.

l. In circumstances where INS has not verified eligibility, the family will be provided with a written notice that shall include:

- That the family has a right to request an appeal to INS of the results of the verification of immigration status;
- That the family has the right to request an informal hearing with MDPHA upon completion of the INS appeal. Such hearing shall be in accordance with hearing procedures in Chapter IX of this ACOP;
- That housing assistance may not be denied or terminated until the conclusion of the INS or MDPHA appeal process; and
- Notification of the type of assistance for which the family may be eligible (continued assistance, temporary deferral of assistance or pro-ration of assistance).

4. Mandatory Social Security Numbers

Effective January 10, 2010, all members of the household, except those that do not contend they have eligible immigration status, must provide appropriate documentation of his or her Social Security Number (SSN) before the household is admitted into the program. Each program participant whose initial determination of eligibility began before January 10, 2010, except for those 62 years or older as of January 10, 2010, must submit their SSN at the next interim or regularly scheduled reexamination if the participant has (24 CFR 5.216 & 5.218):

- Not previously disclosed a SSN to the agency; or
- Previously disclosed an SSN that HUD or SSA determined was invalid; or
- Been issued a new SSN.

a. Disclosure requirement for assistance applicants

At the time applicant's eligibility is determined, each applicant must submit: 1) the complete and accurate SSN assigned of the applicant and each member of the applicant's household, including the live-in aide and children under the age of six (6), unless the member of the household does not contend that they have eligible immigration status, and 2) required documentation to verify each SSN as referred in paragraph (c) below.

b. Disclosure requirement for program participants

- Initial Disclosure: Each participant whose initial determination of eligibility began before January 10, 2010, except for those age 62 or older as of January 10,

2010, must submit a complete and accurate SSN and documentation to verify the SSN at the next interim or regularly scheduled reexamination if the participant has:

- Not previously disclosed a SSN to the agency; or
- Previously disclosed an SSN that HUD or SSA determined was invalid; or
- Been issued a new SSN.

- Subsequent Disclosure: When an additional household member is added to the household, including a new born or live-in aide, a complete and accurate SSN for each new member must be provided and verification provided at the time of the request or at the time of processing the interim reexamination or recertification of family composition that includes the new member, unless the member of the household does not contend that they have eligible immigration status. If the additional household member is under the age of six and they have no SSN, a SSN must be applied for and documentation submitted at the time of the request to add the child to the household.

c. Verification of SSNs

Applicants and participants must submit one of the following documents to confirm their SSN:

- A valid SSN card issued by the Social Security Administration (SSA), or
- An original document from a federal or state government agency that contains the individual's name and SSN, along with identifying information of the individual (i.e. address, date of birth, etc.)

Referral sources for applicants and participants who need to request SSN card or information: Information regarding SSN cards is available at www.socialsecurity.gov or (800) 772-1213.

d. Time frame to submit documents to confirm the SSN

- Applicants: If at the time of eligibility, the documents to verify the SSN for each family member cannot be submitted and the applicant is otherwise eligible, the applicant may retain his or her place on the waiting list for the program, but cannot become a program participant until the required documents to confirm the SSN is provided. Applicants may be given up to 90 days, or 120 days for applicants 62 years or older, to submit documents confirming each household member's SSN.
- Program Participants: Next annual or interim reexamination or within 90 days of request date, or 120 days for participants 62 years or older.
- MDPHA may grant additional time up to 90 days, only if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements.

e. Penalties for failing to disclose and verify SSN

- Applicants: MDPHA must deny the eligibility of an assistance applicant if the assistance applicant does not meet the applicable SSN disclosure, documentation and verification requirements by the time eligibility is determined or within the period of time established by MDPHA to provide documentation in item (d).
- Program participants: MDPHA must terminate the assistance or the tenancy, or both, of a participant if the participant does not meet the applicable SSN disclosure, documentation and verification requirements.

f. Individuals who do not contend eligible immigration status
   - A single member household without citizenship or immigration status is not eligible for assistance and shall not be admitted into the program.
   - A family otherwise eligible for assistance, including household member(s) not contending eligible immigration status (other than the head of household) may be admitted into the program provided prorated assistance. An alternative identification number will be requested to USHUD for the family member not contending eligible immigration status.

5. Legal Capacity:

The head of household of the family must be eighteen (18) years of age or older at the time of application, or have been emancipated by a court of competent jurisdiction, otherwise the family will be removed from the waiting list. The head of household must have the capacity under state and local law to enter into a legally binding lease agreement, where the tenant is bound by the terms of the lease.

C. Waiting List Management

MDPHA has one community-wide open enrollment that is organized by two separate waiting lists: one for Project-based programs and another for Tenant-based programs:

1. The Project-based Waiting List includes the following programs:

   - Conventional Public Housing, including Assisted Living Facilities,
   - County–owned Section 8 New Construction(*); and
   - Section 8 Moderate Rehabilitation

   (*) County-owned Section 8 New Construction Developments: Miami Gardens, Wynwood, Singer Plaza, Little Havana I, Riverside, Gibson Plaza, Coconut Grove, Goulds and Perrine Rainbow. Effective February 1, 2008, the Section 8 New Construction developments have been transferred to the Office of Housing and Community Development (HCD). MDPHA will continue managing the Section 8 New Construction program waiting list and certifying eligible families until a formal request from HCD is approved to oversee the Section 8 New Construction program waiting list.

2. The Tenant-based Waiting List may include the following programs:

   - The Housing Choice Voucher Program, and all targeted programs including but not limited to,
   - Mainstream Vouchers for Non-Elderly Persons with Disabilities; and
   - Project-Based Voucher Program.

   The requirements for the Tenant-based Waiting List are included in the Section 8 Administrative Plan.

3. Position on Waiting List

In the Project-based Waiting List, each applicant will be categorized by the type (e.g., general occupancy, elderly designated buildings, unit with accessible features and size

(number of bedrooms required) of unit. Applicants who qualify for any local preferences that may be established shall be given priority for housing placement over non-preference applicants.

4. Movement on the Waiting List

Each family moves up the waiting list in sequence, based upon:

- A neutral lottery system that determines the applicant's ranking on each waiting list by program.
- Local preference.
- Type and size of unit required.

When an applicant reaches the top of the Project-based Waiting List, the applicant's information will be verified, including any local preference request, so that the applicant may be certified eligible to receive benefits. Applicants failing to provide verification of local preference will not be eligible for said preference and will be restored to the general waiting list. Applicants determined ineligible for local preference will be promptly notified of their change in status.

Applicants determined ineligible will be promptly notified of their ineligibility and the reason for the determination, and shall be provided an opportunity for an informal review if requested within thirty (30) days of the notice.

5. Changes to Family Composition

Changes to the family composition shall be considered and documented at the time such changes occur.

a. Requests for additions to the family composition are to be made in writing by the head of household and are restricted to:

- Spouses, co-heads, or domestic partners (see definition of Family in Appendix I of this ACOP), children born to, adopted, or otherwise granted custody by operation of law, including foster children. MDPHA will require documentation that the head of household has authorization to include a minor as part of the household. Court approved custody or guardianship is not the only mechanism for establishing that a head of household has authorization to include a minor in the family composition. Addition of minors may also be permitted for families in which one (1) or more children live with the designee of the parent or legal custodian, with the parent or custodian's written consent. Documentation can include but is not limited to court documents, pre-need guardian, school records, other state and federal public assistance documentation, or power of attorney.

- Immediate relatives (sons, daughters, brothers, sisters, parents, grandparents and grandchildren), may be added for humanitarian and extraordinary reasons, including reasonable accommodation for a family member on a case-by-case basis and approved by the division director or designee.

b. Addition of a Live-in Aide

- MDPHA will consider approval of a written request for a live-in aide (see definition in Appendix I of this ACOP) as a reasonable accommodation, upon

written verification that the elderly, near elderly, or disabled person requires the services of a live-in aide. For the Live-in Aide Request and Verification forms, refer to Appendix IV of this ACOP, Reasonable Accommodation Policies and Procedures.

- The live-in aide is a household member not a family member. The income of the live-in aide is not considered towards the calculation of the family's annual income.

- The live-in aide may live in the unit solely to care for the disabled family member and qualifies for occupancy as long as the individual requires the supportive services. MDPHA shall deny occupancy of the unit to the live-in aide after the disabled resident, for whatever reason, no longer resides in the unit.

- A relative may be considered as a live-in aide, but must meet all the above criteria and be qualified to provide the care for the family member. The head of household and the live-in aide shall acknowledge that the live-in aide does not have any right to the unit. The live-in aide does not qualify for continued occupancy as a remaining family member, by signing the Live-In Aide Agreement which shall become an addendum to the resident's lease (for the Live-In Agreement form, refer to Appendix IV of this ACOP, Reasonable Accommodation Policies and Procedures).

- Under extraordinary circumstances, upon approval of the division director, relatives satisfying the definition of a live-in aide wanting to have remaining family status may be added to the family composition as a family member and not as a live-in aide. In such case, the relative's income will be considered in the family's annual income.

- An eligible live-in aide must meet the admission criteria described in this chapter. This includes proof of citizenship or eligible immigration status and mandatory social security number. Criminal and sex offender background checks of the proposed live-in aide shall be completed prior to his/her approval. MDPHA has the right to deny the request for a live-in aide that does not meet the criteria described herewith.

c. Removals from the Family Composition:

- Applicants

    - Any adult family member including the head of household requesting to be removed from the family composition must provide a notarized statement agreeing to the removal. MDPHA, at its discretion, may request additional documentation to verify the permanent relocation of the family member requesting removal.

    - If the adult family member is unable to provide the notarized statement agreeing to removal from the lease, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and provide

supporting documentation, if available (e.g. death certificate, jail order).

- Residents (continuous assistance)

  - Any adult family member, including the head of household, requesting to be removed from the family composition, must provide a notarized statement agreeing to the removal, signed by the adult family member and the head of household. The notarized statement must be accompanied by two pieces of supporting documentation showing that the family member is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include but is not limited to a copy of the dwelling lease agreement and official mail properly dated and showing new address. MDPHA, at its discretion, may request additional documentation to verify the permanent relocation of the family member requesting removal.

  - If the adult family member is unable to provide the notarized statement agreeing to removal from the lease, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and provide supporting documentation, if available (e.g. death certificate, jail order).

D. Opening and Closing of the Waiting List

1. Timing

   a. MDPHA may elect to dissolve the waiting list up to every five (5) years. Once the waiting list is dissolved, re-application is necessary during the open registration period in order to be added to the new waiting list.

   b. One lottery is conducted for the Tenant-based Waiting List and another lottery is conducted for the Project-based Waiting List. Ranking for each list is done through a computerized application and is verified by a neutral third party.

   c. MDPHA may open the Waiting List prior to the five (5) years if there are insufficient applicants for a particular bedroom size, type (e.g., general occupancy, elderly designated buildings, accessible or non-accessible), or for one or more of the local preferences.

   d. The opening and closing of registration periods will be advertised in the media, as described in Section A of this Chapter, for the purpose of reaching all segments of the community and providing advance notice.

   e. Former residents of Scott Homes and Carver Homes will be given priority over other new admissions to the new HOPE VI Scott/Caver redevelopment, in accordance with the Scott/Carver Return Policy.

2. Open Registration at Designated Locations

a. People interested in applying for the programs offered by MDPHA may do so during open registration periods described herein.

b. Applications will be available on-line at designated locations. Media advertisement and marketing providing notice of the opening of the waiting list will be conducted. The designated locations will be accessible to people with disabilities and will be part of the notice.

3. Submission of Applications

a. The waiting list registration period shall remain open for at least five (5) days.

b. MDPHA's application for public housing admission may request and include, but may not be limited to, the following information for each application: family composition and income, social security numbers, applicant's race and ethnicity; dates of birth; disability, immigration status of each family member, and local preference.

c. Applications will be available electronically during the open registration period at www.miamidade.gov/housing. Assistance with the online submission may be available at locations specified in the media announcement throughout Miami-Dade County to enable access to all eligible applicants.

d. In the event that MDPHA decides to accept applications in person at designated locations, MDPHA will make reasonable accommodations for applicants with disabilities.

e. Only one application is allowed per family. Duplicate applications will be disregarded. Applications will be screened for duplicity to ensure that the applicant or any other adult family member listed in the application has not submitted another application.

f. If an applicant on the waiting list is determined ineligible for assistance, the applicant will be notified by mail and will be given an opportunity for an informal review of such determination, if requested by applicant in writing within thirty (30) days of the determination.

E. Processing Applications for Admission

All applicants will certify that the information provided in the pre-application is true and accurate. Verification of all information provided will be sought as part of the eligibility process.

1. All applicants are responsible for updating MDPHA regarding changes of address and other contact information. If an applicant does not respond to notices of scheduled appointments or MDPHA correspondence requiring information, the applicant's name will be removed from the waiting list. If removed from the waiting list, applicants will have a right to request an informal review in accordance with the Grievance Policy, Chapter IX of this ACOP.

2. Applications are nontransferable except under the following conditions:

a. If the head of household deceases prior to or during the application process, one of the remaining adult family members on the application will automatically become the head of household, provided such person meets all eligibility requirements. In circumstances where there is more than one (1) surviving adult family member, the family shall determine which surviving family member should be head of household as long as they are part of the original application. MDPHA shall not make the determination nor create more than one (1) application.

b. If the head of household is deceased and the remaining family members are minors, the person granted legal custody of such children will become the head of household and is entitled to the original date of application, provided such person meets all eligibility requirements.

c. Only one application is allowed per family. Therefore, if a family divides, MDPHA will consider the following circumstances in determining which family member shall assume the application:

- The desires of the family;
- The interest of minor children, or disabled or elderly family members;
- Any instance of actual or threatened physical violence against a family member by another family member;
- Which family members were part of the original application for assistance; or
- If a court determines property disposition between the family members, MDPHA will abide the court's determination.

F. The Applicant Selection System

The factors that may affect applicant selection are described below:

1. Need for units complying with the Uniform Federal Accessibility Standards (UFAS) or units with accessible features.

   a. Transfers of residents with disabilities and placement of applicants with disabilities requiring units complying with UFAS or units with accessible features (as defined in Appendix I of this ACOP), will be approved in accordance with the Reasonable Accommodation Policies and Procedures (Appendix IV of this ACOP), through the Applicant Leasing Center.

   b. When an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires the accessibility features of the vacant accessible unit and occupying a unit not having those features.

   c. If there is no current resident in the same development who requires the accessibility features, then the vacant accessible unit will be offered to a resident with disabilities residing in another development that requires the accessibility features.

   d. If there is no current resident who requires the accessibility features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible qualified

applicant with disabilities on the waiting list who can benefit from the accessible features of the available accessible unit.

e. If there is no eligible qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. MDPHA's *Conventional Public Housing Dwelling Lease* requires residents to relocate to a vacant non-accessible unit within thirty (30) days of date written on notification from MDPHA, if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.

2. Income Targeting

MDPHA will comply with applicable USHUD income targeting requirements for Public Housing as indicated below, or as may be amended by USHUD:

- Families with incomes between 0% and 30% of area median income (extremely low income): This group must constitute at least 40% of all new admissions from the waiting list in any year.
- Families with incomes between 31% and 80% of area median income: The remaining Public Housing new admissions (no more than 60%) can be up to the low-income level (up to 80% of the area median income).
- To attain the annual extremely low-income targeting requirement of 40%, MDPHA may reach to applicants on that income level from the waiting list.

3. Transfers (Refer to Chapter V-Transfer Policy)

MDPHA will also offer units to existing residents on the transfer list. Emergencies and reasonable accommodation transfers are processed before new admissions, as detailed in Chapter V of this ACOP. Transfers do not count toward the 40% income targeting requirement.

4. Designated Housing

a. Elderly families (see definition in Appendix I) from the Project-Based Waiting List will receive a priority for admission to units or buildings covered by a USHUD-approved Elderly Designation Plan. When there are insufficient elderly families, MDPHA may reopen the Project-based waiting list to receive applications for this type of unit designation (elderly designation).

b. Currently, USHUD approved MDPHA's Designated Housing Plan to designate 2,598 units for the elderly. The projects designated for the elderly and their number of units are:

Biscayne Plaza (52), Edison Plaza (80), Florida City Gardens (50), Goulds Plaza (50); Haley Sofge (475), Helen Sawyer Assisted Living Facility (101), Lemon City (100), Palmetto Gardens (40), Peters Plaza (102), Robert King High (315), Smathers Plaza (182), South Miami Plaza (97), Three Round Towers (391), Ward Towers (200), Wynwood Elderly (72), Palm Court (88), Palm Towers (103), and Ward Towers Assisted Living Facility (100).

5. Mixed Population Projects:

A mixed population project is a public housing development that was reserved for elderly and disabled families at its inception, dwelling units with special accessibility features for handicapped people will be offered first to families with persons that require the accessibility features of such units.

6. Deconcentration of Income and Poverty

   a. MDPHA may perform an income analysis of its covered public housing developments to determine those covered developments falling outside the Established Income Range (EIR). The EIR is between 85% to 115% of the average family income of MDPHA covered developments, or 30% of the Area Median Income, whichever is greater.

   b. MDPHA's policy includes capital improvements toward developments with average income below the EIR to encourage applicant families with income above the EIR to accept units in those developments.

7. Waiting List Admission Preferences

   Preference request is limited to one per family.

   a. Assisted Living Facilities (ALF)

      - MDPHA provides preference to applicants desiring to be housed in an ALF over other new admissions in the Project-based waiting list upon verification, that the applicant meets the ALF eligibility criteria at the time of eligibility screening. ALF eligibility criteria are set forth in Chapter III, Section G of this ACOP.

      - Qualified transferees from a Public Housing development to an ALF will be given priority of admission over ALF applicants. If such ALF transfer list is exhausted, MDPHA will house qualified ALF applicants from the waiting list.

      - When there are insufficient qualified ALF transferees or eligible ALF applicants, to occupy ALF vacant units within the term of a waiting list, MDPHA may reopen the waiting list to receive applications for the ALF.

   b. Displaced People

   Includes people displaced due to governmental action and national disasters declared by the President of the United States. The referral for assistance must be made within six (6) months of the displacement in order for such families to qualify for housing assistance.

      - Families displaced because of a national disaster must be referred and verified by the Relocation Office of the Miami-Dade County Office or applicable authorities

      - Written referrals indicating that the person has been displaced due to governmental action may also be accepted from USHUD, appropriate federal, state and local law enforcement agencies, by the State Attorney's Office, or by the courts.

c. Veterans

MDPHA provides preference over new admissions from the Project-based waiting list to applicants whose head or co-head are eligible veterans.

- A veteran is a person who:
  - ✓ had at least 180 days of regular active duties and was honorably discharged or released; or
  - ✓ had at least 90 days of active duty service, of which at least one (1) day of service was in a war conflict and was honorably discharged or released, or
  - ✓ served in a war conflict and was awarded a Purple Heart or became disabled, regardless of completion of days of active duty.

- The veteran status extends to spouses, widows, widowers and parents of the military killed during a time of war.

- Applicants claiming a veteran's preference must provide a copy military service record, proof of service, or the discharge documents (Form DD214) of the veteran for whom the preference is claimed.

Applicants failing to provide verification of local preference at initial eligibility screening will not be eligible for the local preference and will be restored to the general waiting list for selection in accordance to the movement on the waiting list. Applicants determined ineligible for the requested local preference will be notified of their ineligibility and shall be provided an opportunity for an informal review if requested within thirty (30) days of the written notice.

MDPHA will not hold its units vacant for applicants or transferees with a preference, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with a preference.

Applicants requesting a preference should be properly coded in waiting list.

G. Interviews and Verification Process

1. As applicants approach the top of the waiting list, they will be contacted by mail and scheduled for an initial eligibility interview to commence their screening. Once a housing offer is accepted, the applicant will be contacted by mail and scheduled for an eligibility interview to complete the applicant file. Applications will be withdrawn if an applicant fails to attend a scheduled interview or cannot be contacted to schedule an interview. Notwithstanding this, MDPHA will make an exception for those people with a disability requiring a reasonable accommodation as described in MDPHA's Reasonable Accommodation Policy and Procedures, Appendix IV of this ACOP.

Generally, MDPHA will verify the family's eligibility for public housing benefits within sixty (60) days. Verification documents for initial certifications (admissions) and annual re-examinations must be no older than 120 days on the move-in date or the effective date of the re-examination.

2. The following items will be verified to determine qualification for admission to MDPHA

- Family composition and type (Elderly/Disabled/near elderly /non-elderly);
- Annual Income;
- Assets and Asset Income;
- Deductions from Income;
- Local preferences;
- Social security numbers of all family members;
- Applicant Screening Information; and
- Citizenship or eligible immigration status.
- Current landlord references
- Criminal background, including any arrest due to drugs, and if registered as a sex offender
- Debts owed to a public housing authority and termination of assisted housing through USHUD's Enterprise Income Verification (EIV) system
- Housing assistance (avoiding double subsidy) by a public housing authority through USHUD's Enterprise Income Verification (EIV) system
- Public Records (eviction history).

3. Enterprise Income Verification (EIV) At Time of Admission
   MDPHA will verify information of each household member through EIV for:

   - Double Subsidy: If during the eligibility process, EIV shows that a family or any household member is receiving subsidy from another housing authority (i.e. shown as residing in another housing authority or program), the family or household member must show documentation of intent to vacate from the other housing authority or program before approval for admission. MDPHA may provide up to 30 days for the family or household member to show proof of intent to vacate from the other housing or program. Assistance will be denied if the applicant or participant does not provide proof that they moved from another housing authority or program before the expiration of the 30 days. A 30-day extension to show intent to vacate or termination of tenancy documentation may be provided in extenuating circumstances and upon good cause.

   - Debt Owed: If the EIV information shows that a family or household member was a former MDPHA tenant, moved from another housing authority or program leaving a debt, or was terminated for adverse reason(s), the family will be responsible for clearing the debt or termination information within ten (10) business days. Assistance will be denied if the family cannot or does not provide proof of debt cancellation or reversal of the termination prior to the expiration of the ten (10) days.

   - MDPHA will verify in EIV whether the applicant is receiving or has the potential of receiving double subsidy, has a debt owed to another housing authority or program, or whether a prior termination has been cleared. The family has the right to dispute information obtained from EIV by requesting an informal review or informal hearing in accordance with hearing procedures in Chapter IX of this ACOP. MDPHA will not attach a copy of the EIV information to the denial notice in an effort to protect the family's privacy. However, at the family's request, MDPHA will inform the family as to what information was found.

4. Applicants reporting zero income will be asked to complete the *Monthly Family Expense* and *Income Contribution* forms to document how much they spend on: food,

transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. The *Income Contribution* form is a certification signed by the person who provides the income contribution and must be notarized.

5. Interview Process:

Each eligibility interview appointment letter must include a list of all the documents required by MDPHA at the interview and the Personal Declaration form, or any other approved form for the same purpose.

- To the greatest extent possible, eligibility interviews are conducted in privacy. Reasonable accommodations will be provided for people with disabilities who may require special services.

- Original documents such as birth certificates, social security cards, pay stubs, and receipts will be reviewed, photocopied and included in the applicant's file.

- During the applicant's formal interviews, the eligibility interviewer will compare new information received with past information stated on the application and query the applicant regarding any discrepancies and/or require additional documentation.

- Any additional information or documentation specifically requested of the applicant at the eligibility interview must be provided within five (5) business days of the interview date unless an extension is granted.

- The applicant family must complete all applicable information spaces on the Personal Declaration form. Misrepresentation of income, family composition or any other information affecting eligibility and selection criteria will result in the family being declared ineligible. In the event fraud is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility requirements at the time.

- After MDPHA has reviewed all information with the applicant, all adult family members (see definition in Appendix I of this ACOP) at the time of the eligibility interview, are required to sign the Personal Declaration form and other necessary forms such as the *Authorization to Release Information*, prior to conducting background checks.

6. Personal Declaration Form

The Personal Declaration is a personal statement of information required to evaluate the eligibility for selection of the applicant. Information required on the Personal Declaration form relate to the following:

- Household composition
- Local preferences (if applicable)
- Emergency contacts
- Previous landlord references
- Background references
- Care of unit
- Family income

- Family assets
- Child-care expenses
- Disability assistance expenses
- Medical expenses
- Criminal background

7. Third Party Verifications

   a. For applicants, written verification from third parties are the most desirable forms of verification of the information provided on the *Personal Declaration Form* and other required forms. Third-party verification includes written, oral or electronic verification (internet, faxed or e-mailed information).

   b. MDPHA will utilize the verification guidelines under PIH Notice 2004-1, Verification Guidance, and PIH 2006-41, Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by USHUD.

   c. If attempts to obtain third-party written verification of income, assets and/or expenses are unsuccessful, MDPHA will use (1) oral (telephone or in-person) verifications, (2) review of documents, and if no other form of verification is available, (3) applicant certifications.

   d. At least two (2) documented attempts must be made for written third party verification before obtaining oral (telephone or in-person) third party verifications. Within three (3) business days of sending the written verification, if the written verification is not received, MDPHA will telephone the independent source and request that the information be completed and sent to MDPHA by the following day. If the information is not received by the close of business on the following day, MDPHA will again call the independent source on the next day and request that the information be sent. The file must document the attempts made to obtain third party verification.

   e. Oral verifications will be used when written verification is not obtained within ten (10) business days from the date that the written verification was mailed, faxed or e-mailed directly to the independent source. Documentation shall be placed in the applicant or resident file and on MDPHA's computer system notes and shall indicate the name(s) of the person(s) who provided the information and date of the communication, as well as the name of the staff person who obtained the information.

   f. If oral third party verification cannot be obtained within two (2) business days, MDPHA will review original documents provided by the applicant. MDPHA must document in the file the reason(s) the third party verification was not available.

   g. Personal certifications will only be used as a last resort when all other verifications are not possible. When MDPHA relies on applicant/tenant certification (notarized statement or affidavit), the file must be documented as to the reason the third party verification was not available.

   h. In support of the applicant/tenant's declaration of income, MDPHA may review original (authenticated) documents provided by the applicant or resident. All

income related documents must be dated less than 60 days preceding the determination date (eligibility interview) and continues to be valid an additional 60 days following the request date. If income related documents expire, the applicant or resident will have to provide new documents. A photocopy will be placed in the file. Acceptable applicant or resident provided documents include: (1) consecutive and original pay stubs; (2) Social Security Administration award letter; (3) bank statements; (4) pension benefit statements; (5) TANF award letter; (6) other official and authentic documents from a Federal, State or local agency.

i. Value of Assets: Each asset must be analyzed to obtain its net value (market/face value less redemption cost). When verifying the value of assets, for example, a bank account, use the current balance for savings account and the average balance for the last six (6) months for checking accounts. MDPHA will accept original documents (bank statement) to verify assets from checking and savings accounts in lieu of obtaining written or oral third party verifications, if the balance does not exceed $4,999 and MDPHA is able to verify the asset through review of original documents (bank statement) provided by the applicant or resident.

j. Income from Assets: Based on the total net value of family assets. When the total value of assets is $5,000 or less, MDPHA will use the actual amount of income from assets. If the only asset is an interest bearing bank account, the actual income from the asset is the amount of interest earned shown in the last bank statement. When the total value of assets is over $5,000, use the greater of:

- The actual amount of income from assets, or
- The imputed income from assets based upon the established HUD passbook rate. The 50058 automatically calculates the passbook rate percentage value of the assets, compares it to the actual income, and picks the greater amount.

k. Income from Employment (Wages): Verification of income from any employer must be submitted directly by the employer by mail or by facsimile. If the information is faxed, it must be confirmed by telephoning the employer and documented with date and time of call. Self-employment declarations must be submitted in writing and notarized.

l. Income from Government Assistance: Any verification of income from the Social Security Office, Department of Children and Family Services, Veterans Office, or other governmental agency must have an official stamp or other identifying mark.

m. If third party income verification is not otherwise available, a copy of the most recent federal income tax return shall be submitted, including any W-2 information, or six (6) consecutive pay stubs or earnings statements. As stated above, notarized statements or affidavits are the least desirable forms of verifications and shall be accepted only when all other types of verification attempted have failed.

n. MDPHA will obtain verifications from previous landlords to verify the applicant's ability to pay rent and to comply with the lease terms, and will perform criminal background (not including juvenile records) and sex offender registration checks on applicants and family members 18 years of age and over. MDPHA will conduct such checks on household members who are younger than 18 years if they are

being tried as adults for certain criminal offenses. If MDPHA discovers the family has a history of failure to comply with lease terms under previous landlords or fails the background check, such shall result in removal from the waiting list, withdrawal of an offer, or termination of assistance.

o. Prior to initial certification, applicants shall be informed that MDPHA will subsequently verify the family's income information they have provided MDPHA through USHUD's Enterprise Income Verification (EIV) system. EIV is a computer matching program that compares the income provided by the resident against income information supplied by state agencies on wages, unemployment compensation, and Social Security benefits.

p. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition, income or rent would result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

q. Uncollected child support will not be counted as income so long as the family provides court documents demonstrating that the debt is uncollectible or has not been paid or received as directed by the Court for more than six (6) months.

H. Screening Applicants for Admission to Project-Based Waiting List

Any costs incurred to complete the application process and screening will be the responsibility of MDPHA.

1. All applicants shall be screened in accordance with HUD's regulations and with sound management practices. Applicant must complete a self-proclaimed form certifying their ability to comply with essential provisions of the lease as summarized below:

    - to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
    - to care for and avoid damaging the unit and common areas;
    - to use facilities and equipment in a reasonable way;
    - to create no health, or safety hazards, and to report maintenance needs;
    - not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
    - not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
    - to comply with necessary and reasonable rules and program requirements of USHUD and MDPHA.

2. MDPHA shall complete criminal background (not including juvenile records) and sex offender registration checks on all household members 18 years of age and older for whom criminal records are available during the eligibility process and at any time MDPHA deems it necessary, to ensure the safety and peaceful enjoyment of the premises of other residents. MDPHA will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses.

3. MDPHA will perform criminal background (not including juvenile records) and sex offender registration checks for applicants 18 years of age and older at local and national levels. MDPHA will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses.

4. Prior to conducting any criminal (not including juvenile records) and sex offender registration background checks, household members over 18 years of age, including the live-in aide, must sign the *Consent Form Authorizing Miami-Dade Public Housing to Obtain Criminal Background Records*. The custodial parent will sign the required form for the minor. MDPHA will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses.

5. Criminal and sex offender background checks will be conducted within five (5) days from the initial eligibility interview appointment, in accordance with Section J - Denial of Assistance, below.

I. Ability to Comply with Financial Obligations and Lease Requirements

1. Each applicant's ability and willingness to comply with the essential lease requirements will be self-proclaimed by the applicant. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing.

2. In verifying the applicant's ability to meet financial obligations, especially rent, MDPHA may perform verifications with at least one prior landlord. At the interview, applicants must provide current and prior addresses, as well as current and prior landlords' contact information.

3. The history of applicants' conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

   a. Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;

   b. Adversely affect the physical environment or financial stability of the project; and

   c. Violate the terms and conditions of the lease.

4. MDPHA may verify applicants' record of disturbance of neighbors, destruction of property or living and housekeeping habits at prior residences that may adversely affect the health, safety or welfare of other tenants or cause damage to the unit or development.

5. Payment of funds owed to MDPHA or any other housing authority is part of the screening evaluation. MDPHA will reject an applicant family for unpaid balances owed to MDPHA, or any other housing authority, by any member of the applicant family, or for money paid to an owner by MDPHA, until the unpaid balance is paid in full.

6. MDPHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant and each family members:

a. Past performance in meeting financial obligations, especially rent and utility bills. If the applicant had difficulty meeting financial obligations MDPHA may consider mitigating circumstances.

b. Record of disturbance of neighbors (sufficient to warrant a police call), destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.

c. History of criminal activity on the part of any applicant family member involving crimes of physical violence to people or property, or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.

d. A record of eviction from housing (either subsidized or unsubsidized) or involuntary termination from residential programs (taking into account date and circumstances).

e. An applicant's ability and willingness to comply with the terms of the MDPHA's lease, including but not limited to the community service requirement.

7. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

J. Denial of Assistance

1. MDPHA may deny admission when the screening process shows a pattern or prior history of engaging in drug or criminal activities, poor past performance in meeting financial obligations, especially rent, and history of inability to comply with the terms of previous leases, as verified by previous landlords or other entities. However, MDPHA may consider mitigating circumstances.

2. A single arrest where the criminal charges are dropped, nolle prossed, dismissed no action, or other resolution that does not involve an admission of guilt, or where the applicant is found not guilty or acquitted shall not result in denied assistance, except for cases specified in Chapter II, section J(4)(c) below, or when there is a history or pattern of repeated arrests, or when such activity threatens health, safety, or right to peaceful enjoyment.

3. MDPHA must notify the household of the proposed rejection, the reason for the denial of admission, and provide an opportunity to dispute the accuracy and relevance of the record. If the denial is because of criminal background, MDPHA must provide the household member with copy of the criminal records, upon request. Criminal records (not including juvenile records) for minors convicted as adults available to MDPHA by operation of law will be released to the head of household, parent or legal guardian of the minor, upon request.

4. MDPHA may propose to deny assistance in the following instances when the applicant has engaged in criminal activity, regardless whether the person has been arrested or convicted (see definitions in Appendix I of this ACOP). However, a single arrest where the criminal charges are dropped, dismissed no action, nolle prossed or other resolution that does not involve an admission of guilt, or where the applicant is found not guilty or

acquitted, shall not result in denied assistance except for cases specified in Chapter II, section J (4) (c), or when there is a history or pattern of repeated arrests, or when such activity threatens health, safety, or right to peaceful enjoyment.

a. Ten (10) years from date of arrest for Criminal Activities under the One Strike Rule:

    i. Drug-related, including but not limited to eviction or termination from federally assisted housing.

    ii. Violent criminal activities shall include any criminal activity that has as one (1) of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, non-trivial bodily injury or property damage with the exception of violent criminal activity noted under paragraph (c)(iii) below.

    iii. Non-violent criminal activities that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. Examples are crimes that involve disturbing the peace, crimes against the property such as burglary, larceny and robbery, and crimes that impose a financial cost such as vandalism, bribery and fraud, including fraud in connection with federally assisted housing.

    iv. Alcohol abuse or pattern of abuse, if MDPHA has reasonable cause to believe that the person's abuse or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

    v. In determining denial of assistance related to drug or alcohol abuse, MDPHA must take into consideration: Evidence of drug or alcohol rehabilitation, as indicated under Mitigating Circumstances below, and if the drug or alcohol abuse is related to a disability, as determined by MDPHA's ADA Coordinator.

b. Five (5) Years for Other Non-criminal Activities:

    i. Failing financial obligations (e.g., paying rent and utilities) in either subsidized or non-subsidized housing. If the applicant had difficulty meeting financial obligations, MDPHA may consider mitigating circumstances.

    ii. Inability to comply with the lease terms (e.g., record of disturbance of neighbors, destruction of property, living and housekeeping habits that may adversely affect the health, safety or welfare of other tenants or cause damage to the unit or development.

c. Permanently:

    i. Methamphetamine manufacturers on premises of federally assisted housing.

    ii. Sex offenders subject to a lifetime registration under a state sex offender registration program.

iii. Violent criminal activities, including but not limited to murder, arson, aggravated felony battery and sex-related crimes not subject to lifetime registration under a state sex offender registration program.

In searching for sex offenders, MDPHA will perform background checks in the state of Florida and nationwide, if necessary, as found in the Florida Department of Law Enforcement website: www.fdle.state.fl.us.

K. Applicant's Claiming Mitigating Circumstances

1. If negative information is received about an applicant, MDPHA shall consider the time, nature, and extent of the conduct and factors that may indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.

2. Mitigating circumstances are facts relating to the applicant negative rental history or behavior, that, when verified, indicate: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information gathered in the screening process.

3. Examples of mitigating circumstances may include:

   a. If the unit is not ready for move-in, the applicant may refuse the unit and receive another housing offer based on availability.

   b. Evidence of successful rehabilitation. The household member who engaged in drug-related criminal activity or alcohol abuse has successfully completed a supervised drug or alcohol rehabilitation program verified by MDPHA;

   c. Circumstances leading to the eviction or criminal activity no longer exist (for example, the criminal household member has died or is imprisoned);

   d. Evidence of the applicant family's participation in social service or other appropriate counseling service; or

   e. Evidence of successful and sustained modification of previous disqualifying behavior.

4. If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, MDPHA may refer such information to MDPHA's 504/ADA Coordinator to evaluate the evidence and verify the mitigating circumstance. MDPHA shall also have the right to request further information to verify the mitigating circumstance. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation (see MDPHA's Reasonable Accommodation Policy and Procedures document under Appendix IV of this ACOP), which will be used by MDPHA as the source document to process reasonable accommodation requests for people with disabilities.

In its decision to deny assistance, MDPHA may consider the seriousness of the case, and the effect of denial of assistance on other family members who were not involved in the action or failure to act. MDPHA, if it admits such a family to the program, may impose as a condition of assistance, the requirement that family members (other than the head of house) who participated in or were culpable for the action or failure to act will not reside in the assisted unit, upon approval of the director or designee. In circumstances where the offending family member is the head of household, the entire family shall be recommended for denial of assistance.

5. Consideration of mitigating circumstances does not guarantee that applicants will qualify for admission. MDPHA will consider such circumstances in light of:

a. the ability to provide documentation to verify the mitigating circumstances and prospects for improved future behavior;

b. the overall performance with respect to all the screening requirements; and

c. the nature and seriousness of the criminal activity, especially drug related and criminal activity that appears in the applicant's record.

L. Qualified and Unqualified Applicants

1. Verified information will be analyzed and a determination made with respect to:

- Eligibility of the applicant as a Family
- Eligibility of the applicant with respect to income limits for admission
- Eligibility of the applicant with respect to citizenship or eligible immigration status
- Eligibility of the applicant with respect to disclosure of Social Security Number for each household member
- Unit size required
- Qualification of the applicant with respect to the selection criteria.

2. Applicants who failed to respond to a notice to come in for processing, or do not cooperate with MDPHA in providing all required information, will be notified in writing that his/her name has been removed from the Project-based Waiting List and that applicant may request an informal review within thirty (30) days of the notice.

3. The applicant shall be provided an opportunity for an informal review if requested within thirty (30) days from the date of the notice.

4. Eligible applicants, who have a disability, but fail to meet the applicant selection criteria detailed in this Chapter, will be offered an opportunity to submit documentation in support of their claims that mitigating circumstances related to disabilities or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures. MDPHA's ADA/504 Coordinator will review such claims.

M. Occupancy Guidelines

Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under-utilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

Number of Bedrooms	Minimum Persons per Unit	Maximum Persons per Unit
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

At the initial certification or during a change of dwelling, MDPHA shall, to the greatest extent possible, and within the occupancy standards, allow the family the flexibility of bedroom size to best accommodate family members based on age and gender. For occupancy standards an adult is a person eighteen (18) years or older.

1. Two (2) persons per bedroom will be the standard for the smallest unit a family may be offered.

2. A single person family shall be allocated a zero (0) or one (1) bedroom unit, and spousal partners a one (1) bedroom sized unit.

3. The following principles govern the size of unit for which a family will qualify. Generally, two (2) persons are expected to share one (1) bedroom, except that units will be so assigned that:

    a. It will not be necessary for people of different generations or opposite sex, other than those in spousal relationship, to occupy the same bedroom, although they may do so at the request of the family.

    b. Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.

    c. Two (2) children of the opposite sex will not be required to share a bedroom, although they may do so upon written request from the family. Such situations may occur for families needing larger bedroom sizes (4, 5, 6 bedrooms) for which there are limited availability.

    d. A family that consists solely of a pregnant woman shall only be allocated a maximum of a two (2) bedroom unit.

    e. MDPHA will count a child in the occupancy standard who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.

    f. A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.

    g. A live-in aide may be assigned a bedroom. Single elderly or disabled residents with live-in aides will be assigned one (1) or two (2) bedroom units.

h. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels shall not discriminate on the basis of familial status.

4. The largest unit size that a family may be offered would provide no more than one (1) bedroom per family member, taking into account family size and composition.

   If a family opts for a smaller unit size than designated and does not exceed the maximum amount of people per bedroom size (two persons per bedroom) and local codes, the family will be required to sign a statement agreeing to occupy the smaller unit assigned. They may not request a transfer within two years after admission, unless they have a change in family composition or because of a reasonable accommodation.

5. When a family is actually offered a unit, if they no longer qualify for the unit size they were originally assigned, they will be reassigned to the appropriate bedroom size, retaining their original ranking. This may mean that they may have to wait longer for a unit offer.

N. Record Maintenance

1. MDPHA will keep the resident's application for admission in the resident's file.

2. All occupancy information collected during the ten-year term of the Ann Marie et al., Adker Consent Decree shall be retained for at least five (5) years including data on current applicants and residents, and applicants who were never admitted. .

3. ALC will maintain records of the circumstances of each dwelling unit offered to an applicant, including the location of the unit, the offer date, and whether the offer was rejected or accepted. This information may be maintained electronically.

4. MDPHA will retain historical applicant and resident data from MDPHA computer system for at least three (3) years after the expiration of the Adker Consent Decree.

5. Criminal record obtained by MDPHA must be:

   ✓ Maintained confidentially;

   ✓ Not misused or improperly disseminated; and

   ✓ Destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action.

6. Criminal penalty: The improper release of criminal records may result in conviction for a misdemeanor and imposition of a penalty of not more than $5,000. Criminal penalty may be assessed to:

   a. Any person, including an officer, employee, or authorized representative of MDPHA or of any project owner, who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of, covered housing assistance under the authority of this section under false pretenses; or

b. Any person, including an officer, employee, or authorized representative of any PHA or a project owner, who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive the information.

7. Civil Liability: In addition to criminal penalties, MDPHA may be held liable to any applicant or tenant affected by either of the following:

   a. A negligent or knowing disclosure of criminal records information obtained under the authority of this section about such person by an officer, employee, or authorized representative of MDPHA, if the disclosure is not authorized by USHUD's regulations; or

   b. Any other negligent or knowing action that is inconsistent with USHUD's regulations.

III. Tenant Selection and Assignment Plan

A. Organizing the Project-based Waiting List

It is MDPHA's policy that each applicant shall be assigned his/her appropriate place on the Project-based Waiting List in sequence based upon:

1. A neutral lottery system that determines the applicant's ranking on the project-based waiting list
2. Local preferences to ALFs, veterans, and displaced people due to governmental action, as detailed in Chapter II, Section F.7, will take priority over new admissions.
3. Type and size of unit needed according to family composition (e.g. general occupancy building, elderly designated building, accessible or non-accessible unit, number of bedrooms)

B. Making Housing Offers to Eligible Applicants

1. MDPHA has divided the Project-based properties within Miami-Dade County into three geographical zones for purposes of making housing offers. Each zone shall have a mix of properties from the available programs (Public Housing, Section 8 New Construction, and Section 8 Moderate Rehabilitation). The geographical zones are described as follows: North, Central, and South. MDPHA reserves the right to adjust the boundaries and/or number of properties within the geographical zones.

2. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, age, national origin, disability, ancestry, marital status, familial status, sex orientation or source of income, the following procedures will be used to make unit offers.

   The first qualified applicant in sequence on the waiting list is made unit offers of an appropriate size and type. Where possible, the offered units will be located in the Central, North, and South zones of Miami-Dade County.

   a. Maximum of twenty (20) eligible applicants are offered up to five (5) units; numbers may be altered depending on availability of units and other factors.

   b. The unit will be given to the first eligible applicant who responds with an acceptance, based on the date and time the acceptance response is received. If the applicant does not accept one (1) of the offers or does not respond to the offers within five (5) business days, he/she will be removed from the waiting list.

   c. If an applicant accepts one (1) of the units offered during the offer period, but the unit was assigned to another applicant based on the date and time of the acceptance response, he or she will receive additional offers.

   d. Subject to the process described above, any applicant who refuses an offer shall be removed from the Project-Based Waiting List and its programs except if the applicant demonstrates good cause (as defined in Section E of this Chapter) for rejecting the offer.

e. If during the first year of his/her lease, an applicant who has accepted a tenant-based subsidy and subsequently receives an offer for project-based assistance, or an

applicant who has accepted project-based assistance and subsequently receives an offer for a tenant-based, must comply with the term of his/her lease. They may arrange a mutually agreed upon termination of the lease with the owner, provided that during the period in which the applicant is fulfilling the term of the existing lease, the applicant shall retain his or her position on the waiting list for the other type of housing program.

f. In the selection of a family for a UFAS unit or a unit with accessible features, MDPHA will give preference to current residents and then to applicant families that include a person with disabilities who can benefit from the unit features.

C. Removing Applicants from the Project-based Waiting List

1. To ensure vacant units are filled in a timely manner, MDPHA needs a waiting list that is accurate. While each applicant is responsible for keeping MDPHA apprised of changes in address, telephone number, income or other circumstances, no applicant shall be removed from the waiting list except when one of the following situations occurs:

   a. The applicant receives and accepts an offer of housing;

   b. The applicant requests in writing to be removed from the waiting list;

   c. The applicant is rejected, either because he/she is ineligible for assisted housing at during the screening, process or because he/she fails to meet the applicant selection criteria;

   d. The application is withdrawn because: 1) MDPHA attempted to contact the applicant and was unable to do so, 2) the applicant did not respond to the offer, 3) the applicant does not accept an offer, or 4) the applicant does not re-schedule or attend to the scheduled lease-up appointment, except for good cause as defined in Section E below.

2. People who fail to respond to an offer because of verified disability of a household member shall be entitled to reinstatement to the waiting list as a form of a reasonable accommodation. Upon the presentation of the Reasonable Accommodation Request and Verification Forms, in accordance with the Reasonable Accommodation Policy, Appendix IV of this ACOP, MDPHA's ADA/504 Coordinator will review and consider approval of the reasonable accommodation request. Such reinstatements shall be to the applicant's former waiting list positions.

3. Families whose applications are withdrawn or rejected may reapply for housing when the waiting list is opened.

4. All rejected applicants are entitled to a written explanation of the reason for their rejection and may request an informal review, at which time they may present reasons why they should be reinstated to the waiting list (See Chapter IX - Grievance Policy, of this ACOP).

D. Good Cause for Applicant Refusal of Unit Offer

If an applicant does not accept the unit and presents clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to

consideration of race, color, sex, religion, national origin, ancestry, marital or familial status or sexual orientation, the applicant will be entitled to another offer.

1. Examples of "good cause" for refusal of an offer of housing are:

   a. Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.

   b. The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

   c. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.

   d. The unit is inappropriate for the applicant's disability, or the family does not need the accessible features in the unit offered and does not want to be subject to the thirty (30) days notice to move.

   e. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

   f. If good cause is verified, the refusal of the offer shall not require the applicant to be removed from the waiting list or otherwise affect the family's position on the waiting list. The applicant will receive another housing offer upon unit availability.

   g. MDPHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

   h. Refusal of a unit because it is located outside of an applicant's preferred geographical zone.

E. Administering the Applicant Waiting List

Applications for admission will be processed centrally. Initial intake, waiting list management, screening, and assignment of housing (including transfers) will be made from Applicant Leasing Center.

F. Assisted Living Facilities

MDPHA administers Assisted Living Facilities (ALFs) of zero (0) and one (1) bedroom units, which combine the concepts of public housing and non-institutional facilities and provide programs and services for low-income elderly and frail persons. ALFs are regulated by Florida Statutes Chapter 400, Part III and Administrative Law 58A-5. Admission and continued occupancy of MDPHA's ALFs are subject to the following requirements:

1. Applicants

   a. Project-based Waiting List applicants that indicate an ALF local preference must qualify in accordance to Chapter II of this ACOP and the ALF Admission Criteria detailed in below.

   b. ALF qualified applicants in accordance with the local preference will be selected from the Project-based Waiting List for zero (0) or one (1) bedroom units, in the ranking order obtained by the lottery system of such list. The Waiting List Management provisions contained in Chapter II, Section C of this ACOP apply to ALFs' applicants.

2. ALF Admission Criteria

   a. The head of household, spouse or co-head must be Medicaid eligible and may also receive Optional State Supplement (OSS) income. The OSS check must be endorsed to the facility and the resident will be given a personal allowance on a monthly basis. The family must agree to pay the cost of the housing and the services, provided by the ALF, even if only one family member is Medicaid eligible.

   b. The household cannot receive more than the specified ALF income limit per month, nor have more than the maximum funds allowed in a bank account (each individual) for ALFs. The income limit and maximum funds allowed might change annually;

   c. The ALF eligible household member must be able to perform daily living activities without supervision or assistance;

   d. The ALF eligible household member must be at risk of being prematurely placed in a nursing home;

   e. The ALF eligible household member must not require twenty-four (24) hour nursing supervision;

   f. The ALF eligible household member must not be bedridden, and does not require licensed professional, mental health treatment;

   g. The ALF eligible household member must be free from communicable disease (except as indicated below) and must not have a history of violent behavior that poses a risk to the health and safety of others. The term "communicable disease" does not include Acquired Immune Deficiency Syndrome (AIDS), human immunodeficiency virus or any other communicable diseases, which are considered a disability. People with said disabilities are afforded protection from discrimination under State Federal, and local anti-discrimination Laws. Notwithstanding the before-mentioned restrictions, MDPHA will provide reasonable accommodations consistent with the procedures outlined in this ACOP; and

   h. The ALF eligible household member must be 62 years old or older, in accordance with the elderly designation approved by USHUD. Either the head, spouse or co-head of the family must meet the age requirement.

3. Transfers to ALFs

Requests of transfers to an ALF of existing interested and qualified residents of Project-based developments are subject to the provisions under Chapter V – Transfers - of this ACOP and the ALF Admission Criteria detailed in item # 2 above. Residents requesting transfers to an ALF will receive priority over applicants requesting to reside in an ALF.

IV. Leasing Policies

A. General Leasing Policy

1. All units must be occupied pursuant to the MDPHA-approved dwelling lease that complies with HUD's regulations.

2. The lease shall be signed by the head of household, spouse, co-head, and all other adult members of the household and by the site manager or other authorized representative of MDPHA, prior to actual admission.

3. If a resident transfers from one MDPHA unit to another, a new lease must be executed by the head household for the new dwelling unit.

4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

    a. A new lease agreement will be executed, or

    b. A Notice of Rent Adjustment will be executed, or

    c. An appropriate rider will be prepared and made a part of the existing lease.

5. All copies of such riders or insertions are to be dated and signed by the resident and by the site manager or other authorized representative of MDPHA.

6. Residents must advise MDPHA if they will be absent from the unit for more than seven (7) consecutive days. Residents shall notify the site manager in writing, secure the unit, and provide a means for MDPHA to contact the resident in an emergency. Failure to advise MDPHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. Upon receipt of ALC offer letter, the applicant contacts the site manager to schedule an appointment to view the offered unit.

2. Once the unit is shown to an applicant and the applicant accepts the unit and all required documentation is received from ALC, the site manager will execute a lease. If the applicant refuses the unit, the applicant must sign a statement in which they state the reason for refusal. ALC should obtain this statement from each applicant who refuses a unit. ALC is responsible for making the "good cause" determination.

3. No lease will have an effective date before the unit is ready for occupancy.

C. Additions to the Household and Visitors

1. Only those people listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit;

a. Except for natural births to, or adoptions by, family members, or court awarded custody or other operation of law, any family seeking to add a new member must request approval in writing before the new member moves in (Family members being added to the family composition must meet the criteria under Chapter II, Section C.5 - *Changes to Family Composition,* and the definition of Family under Appendix I).

b. When a resident requests approval to add a new person to the lease, MDPHA will conduct pre-admission screening, including criminal background (excluding juvenile records), eligible immigration status, and sex offender registration checks, of any proposed new member 18 years of age and over, to determine whether the MDPHA will grant such approval. MDPHA will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses. Minor children for whom juvenile justice records are not made available or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident needs prior approval from MDPHA to add children other than those born to, adopted by, or awarded by the court to the family.

c. All people listed on the most recent certification form and the lease must use the dwelling unit as their sole residence. In cases of joint custody, where the families have 50-50 custody, the child shall live with both families as required by the court; however, the families must decide amongst themselves, and notify MDPHA, as to under which family lease the child shall be listed for reporting purposes.

2. Examples of situations where the addition of a family or household member is subject to screening are:

   a. Resident plans to be married and requests to add the new spouse to the lease;

   b. Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;

   c. A unit is occupied by a remaining family member(s) under age eighteen (18), who is not an emancipated minor, and an adult, not a part of the original household, requests permission to take over as the head of the household.

3. Residents who fail to notify MDPHA of additions to the household, or who permit people to join the household without undergoing screening, are in violation of the lease. People added without MDPHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.

4. Visitors may be permitted in a dwelling unit so long as they have no previous history of unacceptable or negative behavior on MDPHA premises that would be a lease violation.

a. Visits in excess of fourteen (14) days per year, whether or not consecutive, are not permitted, unless the resident obtains the advance written consent of the Asset Management Director or designee.

b. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

5. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.

6. Residents will not permit a former resident of MDPHA who has been terminated to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease. If the resident requests that the former resident be allowed to return, MDPHA may consider this request based on mitigating circumstances.

7. Family members over the age seventeen (17) or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.

   a. The resident shall report the move-out within thirty (30) calendar days of its occurrence.

   b. Emancipated minors may not be readmitted to the unit and must apply as new applicant households for placement on the waiting list.

D. Requirements for Posting Policies, Rules and Regulations

The following documents shall be available in the waiting area of every housing development management office, and/or posted on a large bulletin board:

- Admission and Continued Occupancy Policies (ACOP)
- Tenant Selection and Assignment Plan (included in ACOP)
- Directory of all housing developments including names, perimeter streets, number of units by bedroom size, number of units specifically designed for the elderly, addresses of management offices and office hours
- Income limits
- Utility allowances
- Dwelling Lease form
- Community Policies
- Current schedule of routine maintenance and other charges (included in Community Policies)
- Grievance Procedures (included in ACOP and Community Policies)
- Fair Housing poster
- "Equal Opportunity in Employment is the Law" poster
- Resident oriented notices
- Emergency telephone numbers for after hours and weekends
- Reasonable Accommodation Policies and Procedures document
- PHA Plan

E. Repayment Agreement of Amounts Owed to MDPHA by Current Residents

If it is in the best interest of MDPHA, MDPHA has the discretion to enter into repayment agreements with residents for amounts owed to MDPHA. Notwithstanding the ability to enter in a repayment agreement, no such agreements are permitted if the participant intentionally engaged in activities which ultimately led to the debt. All repayment agreements must comply with the following requirements:

1. Standards for Repayment: If a repayment agreement is offered to a participant in lieu of full payment, it will be in writing and will be within the following guidelines:

    a. An initial payment of at least twenty (20%) must be paid at time of signing the repayment agreement by money order or cashier's check.

    b. The remaining balance is to be paid within twelve (12) consecutive monthly payments commencing thirty (30) days from the date the initial payment is made.

2. Exceptions:

    a. Any terms allowing more time for repayment or for a lower initial payment must be approved by the Asset Management Division Director or designee.

    b. Strict adherence to the terms of the repayment agreement by the participant is necessary; otherwise, benefits may be terminated in accordance with this ACOP.

MDPHA's residents admitted to other programs such as the Section 8 Housing Choice Voucher, Section 8 Moderate Rehabilitation, Section 8 Moderate Rehabilitation Single Room Occupancy, Section 8 New Construction, Section 8 Substantial Rehabilitation, Shelter Plus Care, and Section 8 Project-Based programs managed by MDPHA, its successor agency or department or to another housing authority must repay outstanding balances owed. In such cases, repayment agreements are not authorized under these circumstances.

V. Transfer Policy

A. General Transfer Policy

1. Transfers will be made without regard to race, color, national origin, sex, religion, marital status, familial status, ancestry, disability, sexual orientation or source of income.

2. Under certain circumstances, residents may be transferred to accommodate a disability.

3. Residents will not be transferred to a dwelling unit of equal size, except to alleviate hardship or other undesirable conditions, as determined by the Asset Management Director or designee.

4. Whenever feasible, transfers will be made within the resident's development or the resident's area.

5. A transfer between public housing developments is not considered a move-out.

6. Residents must be in good standing.

7. Residents have the right to request a hearing (refer to MDPHA Grievance Procedure (Article IX of this ACOP) if they are refused the right to transfer or if MDPHA is requiring them to transfer and they do not want to do so.

8. Resident's Transfer requests will not be granted during the first year of tenancy, unless approved as a reasonable accommodation.

B. Types of Transfers:

MDPHA may encounter situations in which it is necessary to move residents from one unit to another.

1. Management Initiated Transfers

   a. Emergency Transfers: These transfers are required when conditions pose and immediate threat to life, heath or safety of a family or one of its members. Such situations may involve but are not limited to unit or building defects or law enforcement concerns, including domestic violence cases.

      - Emergency transfers shall take priority over new admissions.

   b. Occupancy Standards Transfers: These transfers are necessary to correct underhoused or overhoused conditions and must be recommended by the site manager upon annual re-examination or interim re-determination, as required by changes in the family composition, in accordance with the Occupancy Guidelines found in Chapter II, Section M.

      These transfers shall take priority over new admissions and are limited to be made when:

- The underhoused (overcrowded) condition is such that the household members over age of six (6) equal more than two (2) persons per bedroom.
- The overhoused condition is such that the family size includes fewer people than the number of bedrooms in the unit.

2. Resident Initiated Transfers

   a. Reasonable Accommodation: Under certain circumstances, a resident's transfer request may be granted to accommodate a disability. The Reasonable Accommodation Policies and Procedures, Appendix IV of this ACOP, includes the request and verification forms required for this type of transfer.

      - All Reasonable Accommodation transfers shall take priority over new admissions. Transfers to accessible units will be done in accordance to Section C.4 below.

      - Prior to this type of transfer, every effort shall be made to accommodate the needs of disabled residents, including but not limited to, making necessary modifications to the existing unit and providing other alternative forms of reasonable accommodation as detailed in the Reasonable Accommodation Policies.

   b. Resident initiated transfers that are not related to Reasonable Accommodations are not allowed.

3. Assisted Living Facility (ALF) Transfers:

   a. These are transfers of interested and qualified residents of Public Housing developments to an ALF, either recommended by the site manager or requested by the resident.

   b. Transfers to ALFs shall take priority over new admissions to ALFs.

   c. People requesting ALF transfers must qualify according to the ALF Admission Criteria stated in Chapter III, Section G, and are subject to the ranking preference established in Chapter II, Section C of this ACOP.

C. Processing Transfers

A centralized transfer waiting list will be administered by ALC.

A family that opted to reside in a smaller unit size than would normally be assigned under the largest unit size standard will be eligible for a transfer two years after admission, unless they have a change in family size or composition.

1. All transfers must be approved by the Asset Management Director or designee, before ALC admits them into the transfer waiting list.

2. Transfers to provide reasonable accommodation recommended for denial by the division director or designee must be reviewed by the 504/ADA Coordinator in

accordance with MDPHA's Reasonable Accommodation Policies and Procedures document (Appendix IV of this ACOP).

3. Transfers will be made in the following order of priority:

   1st. Emergency
   2nd. Reasonable Accommodation
   3rd. Occupancy Standards

4. Transfers to Uniform Federal Accessibility Standard (UFAS) Units

   a. Transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS -Accessible Units, or units with accessible features (as defined in Appendix I of this ACOP), will be centrally coordinated through the 504/ADA Coordinator's Office with the assistance of ALC.

   b. When an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features.

   c. If there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, then the unit will be offered to a resident with disabilities residing in another development who requires the accessibility features of the unit.

   d. If there is no current resident who requires the accessibility features of the vacant, accessible unit, then the unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the unit.

   e. If there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. See 24 C.F.R. § 8.27. MDPHA's *Conventional Public Housing Dwelling Lease* requires residents to relocate to a vacant, non-accessible unit within thirty (30) days of notice by MDPHA if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.

5. When a head of a household, originally housed in a bedroom by him/herself, has adopted or has plans to adopt a child, the family will not be approved for a transfer until the child is six (6) years of age. Exceptions: spouse, co-head, or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of people now in the household.

6. Split-family transfers are not permitted. Separation of households will be processed as follows:

   a. Resident-Initiated Separation of Households: Families that decide to separate because of divorce or inability to live under the same roof must identify the family member(s) who are willing to establish a new household. Such person may submit

an application to be placed on the waiting list during open registration periods. The household member(s) who will be leaving the unit must do so within thirty (30) days of notification by MDPHA. The remaining family member(s) may also be required to transfer to a smaller unit if the unit becomes under-occupied after one household moves out and there exist families on the waiting list for that size unit. Whenever a family cannot agree on which family member(s) shall remain in the unit, MDPHA will rely on other forms of documentation, i.e.in cases of divorce case MDPHA will rely on the court decree, if available.

b. If upon recertification, MDPHA finds that a family composition has grown beyond the maximum bedroom size unit available in MDPHA, whether the family was transferred or not to the maximum sized bedroom unit, the family must identify member(s) who are willing to establish a new household. Such party may submit an application for housing assistance during the open registration period. The household member(s) who are leaving the unit must do so within thirty (30) days of notification by MDPHA. The remaining family members may also be required to transfer to a smaller unit if the unit becomes under-occupied after one (1) household moves out and there exist families on the waiting list for that size unit.

c. MDPHA may transfer a family to a larger unit in order to accommodate the addition of family members by birth. However, in order to maximize the use of scarce affordable housing and in consideration of applicants on the waiting list, transfers of families to separate units are not allowed.

7. The site managers must provide residents who wish to initiate a Reasonable Accommodation transfer with the necessary forms, which include the Authorization *to Release Information, Reasonable Accommodation Request,* and *Reasonable Accommodation Verification,* in accordance with the Reasonable Accommodation Policies and Procedures (Appendix VI of this ACOP).

8. Eligible residents moving from one MDPHA program to another are residents in transition between programs (not transfers). The Residents in Transition Policies and Procedures are found in MDPHA's Policy and Procedures Manual.

9. When a resident is allowed to transfer, the resident's name is placed on the transfer waiting list and will be given written notice to this effect.

10. All exceptions and consideration of mitigating circumstances must be approved by the MDPHA Director or designee.

D. Administrative Requirements

1. All residents approved for transfers must have a current rent account with no outstanding balance and must leave the unit in a satisfactory condition. Requests for exceptions to this requirement based on disability or domestic violence will be considered.

2. A family who has been approved for a transfer will be made one (1) offer of an appropriate size unit. At the time that the offer is made if the family rejects the offer, a second offer can be made only for good cause (see definition on Appendix I of this ACOP).

3. Once a transfer assignment is made, the resident is required to move within fifteen (15) days of being notified, or may face eviction proceedings in accordance to MDPHA's lease.

4. Residents will bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health or other factors, the site manager may recommend that families be reimbursed for out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by MDPHA. Residents who seek reimbursement must provide proof of their out-of-pocket expenses to MDPHA, i.e. receipts. The Asset Management Director or designee must approve the expense.

5. Costs associated with transfers that are mandated by MDPHA (except occupancy standards) and transfers for reasonable accommodation will be paid in accordance with the Reasonable Accommodation Polices and Procedures (Appendix IV of this ACOP).

E. Good Record Requirement for Transfers

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members:

   a. have not engaged in criminal activity that threatens the health and safety of residents and staff;

   b. do not owe back rent or other charges, or evidence a pattern of late payment;

   c. meet reasonable housekeeping standards and have no housekeeping lease violations; and

   d. can have utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

   Requests for exceptions to these requirements based on disability will be considered by MDPHA's 504/ADA Coordinator on a case-by case basis:

2. Absent a determination of exception, the following policy applies to transfers:

   a. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, the back rent is paid in full.

   b. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

   c. The resident must be in good standing and in compliance with the Lease and Community Policies.

F. Relocation

Residents who are required to temporarily relocate to permit rehabilitation of their units must be provided with:

1. Written notice of the dates and duration of the temporary relocation at least 30 days prior.

2. Information on alternative housing available.

3. Reimbursement for all reasonable out-of pocket expenses, including the cost of moving to and form the temporary housing and any increase in monthly rent/utilities costs, upon presentation of acceptable receipts.

Refer to the Public Housing Policies and Procedures Manual, *Relocation of Residents due to Modernization*, page 2.106, for detailed procedures.

VI. Eligibility for Continued Occupancy, Annual Reexaminations and Remaining Family Members

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy. Residents not in compliance with the criteria are subject to lease termination and eviction.

1. Qualify as a "Family" as defined in Appendix I of this ACOP.

2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

3. Whose family members of all ages, each have Social Security numbers or have certifications on file indicating they have no Social Security number.

4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.

5. Who are in compliance with MDPHA's eight (8) hour per month community service requirements (applicable to public housing developments).

B. Remaining Family Members and Prior Debt

1. Remaining family members must meet all eligibility requirements.

2. Remaining family members age eighteen (18) years or older will be held responsible for arrearages incurred by the former head, co-head, or spouse. MDPHA will not hold remaining family members (other than the head, co-head, or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age eighteen (18).

3. Remaining family members under age eighteen (18) shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Reexamination (Recertification)

Due to MDPHA's large project-based portfolio of units, the recertification schedule is determined by the development in which the household resides, rather than by the tenancy anniversary. After the initial move-in certification, some residents may be re-certified within the first year of tenancy due to the recertification schedule established for the development. In order to have the information available to adjust the rent, the initial request for re-certification will be started at least one hundred and twenty (120) days before the scheduled effective re-certification date.

1. Regular Recertification: MDPHA shall, at least once a year, re-examine the family composition and incomes of all resident families. Families paying Flat Rent shall have their incomes reexamined every three (3) years, but shall still be subject to annual reexamination of the family composition and the community service requirement.

2. Special Recertification: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special

recertification will be scheduled every sixty (60) days until a reasonably accurate estimate of income can be made.

3. Interim recertification shall be conducted when:

   a. There is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder

   b. There is a change in the family composition, or when the family income increases by $200 or more per month. Decreases of any amount may be processed at the family's request as per requirements listed under Chapter VII (A) (2).

   c. The family qualifies for an earned income disallowance and the 100% income disallowance period begins

   d. The rent is to be adjusted because the family is entering the 50% earned income disallowance period

   e. The rent is to be adjusted because the 50% earned income disallowance period ends (refer to Article XII, Section F of this ACOP).

4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every sixty (60) days until they have a stable income. Monetary or non-monetary contributions from people not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. Families claiming zero income must complete the Monthly Expense Report listing their monthly expenses and the source of funds to pay for those expenses.

5. Families claiming income from contribution must provide a notarized *Income from Contribution* form signed by the person providing the contribution.

D. Recertification Procedures

1. At the time of recertification, all adult members of the household will be required to sign an application for continued occupancy, the community service certification, if applicable, and other forms required by USHUD and MDPHA. If an adult family member is temporarily away from the household and not available to sign the forms at the time of the recertification, their status must be verified and they must sign and notarize the required documents within thirty (30) days.

2. Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's file.

3. Verified information will be analyzed and a determination made with respect to:

   a. Eligibility of the resident as a family or as the remaining member of a family;

   b. Unit size required for the family (per *Occupancy Guidelines,* Chapter II, Section M);

   c. Rent the family should pay; and

d. Compliance with the Community Service Requirements (Public Housing residents only).

4. MDPHA will access criminal justice records (excluding juvenile records), including sex offender registration checks, of household members 18 years of age and over with the purpose of determining continued assistance under the program, at regular recertification and at any other time MDPHA deems it necessary. MDPHA will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses.

5. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.

6. Income shall be computed in accordance with the definitions and procedures set forth in federal regulations and this ACOP.

7. Families failing to respond to the initial annual recertification appointment will be issued a second and final recertification appointment. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Regional Manager for termination of the lease.

8. Recertification procedures also apply in the event residents are under the eviction or termination process. The recertification is not an offer of extension of the lease agreement and does not constitute a waiver of such eviction or termination proceeding.

E. Enterprise Income Verification and Third Party Verification

Pursuant to the January 27, 2009 Refinement of Income and Rent Determination final rule, MDPHA must use HUD's Enterprise Income Verification (EIV) as a third party source to verify tenant employment and income information during mandatory reexamination or recertification of family composition and income.

1. Double Subsidy: If during MDPHA tenancy, or at any time after admission, EIV shows that a family or any household member is receiving subsidy from another housing authority or program (i.e. shown as residing in another housing authority or housing program), the family or household member must provide proof of termination of tenancy from the other housing agency or program for continuation of assistance. MDPHA may provide up to 30 days for the family or household member to provide said proof. If after the 30 days, the participant does not provide proof of termination, the family or household member must be terminated from MDPHA tenancy.

2. If the EIV information matches the resident-provided income, or if not substantially different, then third party verifications are not necessary. Currently, a substantial difference requiring third party verification is defined as being greater than $200 per month ($2,400 per year), unless amended by MDPHA.

3. If the EIV system is not available or if the information is substantially different to the resident-provided information, then written verification from third parties is the next most desirable form of verification.

- The EIV information cannot be accessed unless a current (unexpired) Authorization to Release Information (HUD Form 9886) is on file. This form must be signed by all adult family members and expires fifteen (15) months after it is signed.

- Tenants have the right to dispute information obtained through EIV; however, such information will only be provided to the tenant if requested. Tenant income information derived from the EIV system is confidential and cannot be released to outside parties or unauthorized staff. This information is exempt from the Florida Sunshine Law and is required by HUD to be kept private under penalty of Federal law. Any EIV derived information is required to be kept guarded under lock and key and must be shredded and destroyed when no longer needed. Copies are not to be kept in tenant files to avoid risking the release of such information to anyone other than the client and authorized MDPHA staff. Unauthorized disclosure or inspection of EIV data can result in a felony conviction punishable by a fine up to $5000 and/or 5 years imprisonment, as well as civil penalties. (Privacy Act of 1974 as amended, 5 U.S.C § 552(a)).

4. In cases where EIV income data is substantially different than tenant-reported income, MDPHA will utilize the following guidelines:

    a. Request written third party verification from the discrepant income source. For EIV Social Security Administration (SSA) benefit discrepancies, MDPHA shall require the tenant to obtain a current original SSA benefit letter within ten (10) business days of the interview date.

    b. Review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when MDPHA cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.

    c. Analyze all data (EIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.

    d. Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

5. MDPHA may recommend terminating assistance for fraud as opposed to tenant error (see definitions in Appendix I of this ACOP). Fraud includes but is not limited to forgery and pattern of unreported or under reported income. In verified differences of $2,400 or more per year and when fraud has occurred, upon the regional manager's approval, MDPHA shall refer the case to OIG or any other law enforcement organization with jurisdiction to investigate and prosecute fraud in assisted housing, prior to commencement of the eviction process.

6. MDPHA shall require the family to enter into a repayment agreement for the balance owed using the standards listed under Chapter III, Section E (1). Should the family refuse to enter in a repayment agreement or to fulfill its obligations under its repayment agreement, MDPHA shall recommend termination of assistance. This will start the eviction process and MDPHA will refer the case to OIG or other law enforcement organization with jurisdiction to investigate and prosecute fraud in assisted housing.

F. Action Following Recertification

1. If there is any change in rent, a Notice of Rent Adjustment it will be sent to the resident notifying the amount and the effective date of the new rent. If there is a change in the family composition, a lease addendum is executed by the head of household and the new family members.

2. If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described on Chapter V this ACOP and moved to an appropriate unit when one becomes available, subject to the requirements stipulated in the transfer policy section and approved by the Asset Management Director or designee, where required.

VII. Interim Rent Adjustments: Fixed Rent System

A. Adjusting Rent between Regular Recertification

Rent is re-determined between annual recertifications when a resident undergoes a change in family composition or income.

1. Family composition changes. The resident must report and provide verification of those changes that involve the loss or gain of a family member. An increase due to additions to the family by birth, adoption, or by operation of law, or a decrease in family size may result in a change in the Tenant Rent. Family size changes must be reported within ten (10) days of the status change.

2. Family income changes

   a. Residents must report within ten (10) days of occurrence a change in income as follows:

      - If the total family income increases $200 or more per month
      - If the total family income decreases by any amount for a period longer than one month
      - Other changes stipulated in the dwelling lease

   b. The resident may request an interim adjustment of rent as a result of a decrease or loss of income that will be for a period longer than thirty (30) days. If as a result of any interim change the rent is decreased, the resident must report, and provide verification of, all subsequent changes in income and family composition as they occur until their next scheduled annual recertification. The resident's rent will be adjusted in accordance with Federal regulations.

   c. As long as information regarding family status changes is reported in a timely manner by the family, increases in rent will be made effective the first day of the second month following the month in which the change is reported and proper verification completed. Decreases in rent will be made effective the first day of the month following the month in which the change is reported and proper verification completed.

3. Earned Income Disallowance (EID) (refer to Chapter XII, Section F of this ACOP):

   a. The family qualifies for the disallowance of increase in earned income, and the first 12-month period of 100% income disallowance begins.

   b. At the end of the first 12-month period of 100% income disallowance, an adjustment of the rent shall be made for the second 12-month period to factor a 50% income disallowance.

4. Misrepresentation by the resident

   a. If the resident misrepresented facts to MDPHA resulting in rent that is less than the correct amount, the increase in rent shall be retroactive to the first of the month following the effective date of the change in income. In justifiable cases, MDPHA

may take such action as it deems advisable in accordance with federal or Florida law, including but not limited to termination of assistance and eviction.

b. Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self sufficiency requirements are not eligible for rent reductions (imputed welfare income).

B. Hardship for Families Paying Minimum Rent

Interim reexaminations to temporarily adjust the rent will be made for families under hardship. A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent of $50 because of a hardship.

Examples under which residents would qualify for the hardship exemption to the minimum rent would be limited to the following:

a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;

b. The family would be evicted as a result of the imposition of the minimum rent requirements;

c. The income of the family has decreased because of changed circumstances, including loss of employment;

d. A death in the family has occurred; or

e. Other circumstances as determined by MDPHA.

The family should notify their site manager that they wish to request a hardship exemption. When the resident requests the hardship exemption, MDPHA will suspend the minimum rent requirement beginning the month following the family's request. The suspension will continue until MDPHA determines if there is a qualifying financial hardship and whether it is temporary or long term. MDPHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the hardship exemption request.

If MDPHA determines that the hardship is temporary, less than ninety (90) days, or if the family does not qualify for the exemption, the minimum rent will be reinstated retroactively to the suspension date. MDPHA will offer a repayment agreement to the family for the back rent owed.

If MDPHA determines that the hardship is long term, the family will be exempted from the minimum rent requirements so long as such hardship continues. The exemption shall apply from the beginning of the month following the family's request for the hardship exemption until the end of hardship and will be reviewed at least annually.

MDPHA, at its discretion, will request documentation from the residents to verify the type and extent of the hardship.

The minimum rent hardship exemption is retroactive to October 21, 1998. If any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

VIII. Lease Termination Procedures

A. General Policy: Lease Termination

The Lease may be terminated by MDPHA in compliance with USHUD regulations 24 CFR 966 and in accordance with the provisions contained in Chapter 83, Part 2, of the Florida Statutes.

The Lease may be terminated by the resident not earlier than at the end of the first year by giving thirty (30) days written notice and upon compliance with all applicable procedures to properly vacate the unit and to depart in good standing.

MDPHA shall have the right to terminate or refuse to renew the Lease for failure by the resident to fulfill his/her obligations set forth in the Lease agreement and for serious or repeated violations by the resident of one (1) or more of the material terms of the Lease. The following causes for termination contained in the Lease include but may not be limited to:

1. Failure by the resident or any member of his/her household to fulfill his/her obligations outlined under the Articles of the Lease, the Community Policies, or Tenant Rules and Regulations, and any addenda or amendments to the Lease, Community Policies or Tenant Rules and Regulations.

2. For Public Housing residents, a violation by the resident or any member of his/her household of one (1) or more terms of the Lease.

3. The denial of service, disconnection or shutting off of utilities that the resident is responsible for paying. MDPHA will not terminate assistance if the resident restores utility service legally and timely as required with the timeframe of the 30-day notice to cure.

4. Discovery that a resident is tampering with utilities to illegally obtain service or changing the account to a person, not the head of household, co-head, or spouse.

5. Any drug-related criminal activity, violent criminal activity, or non-violent criminal activity, whether on or off the premises, committed by the resident, any member of his/her household, a guest or a person under the control of the resident, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of MDPHA. Any such criminal activity, even in the absence of an arrest or a conviction, shall be cause for termination of tenancy, and for eviction from the dwelling unit:

    a. Drug-related criminal activity shall include: illegal possession, illegal manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute or use a controlled substance.

    b. Violent criminal activity shall include: any criminal activity that has as one (1) of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, non-trivial bodily injury or property damage.

c. Non-violent criminal activity shall include: any activity that threatens the health, safety, or right to peaceful enjoyment by the residents or employees of MDPHA.

d. A single arrest where the criminal charges are dropped, dismissed no action, nolle prossed or other resolution that does not involve an admission of guilt, or where the applicant is found not guilty or acquitted, shall not result in denied assistance except for cases specified in Chapter II, section J (4) (c), or when there is a history or pattern of repeated arrests, or when such activity threatens health, safety, or right to peaceful enjoyment by residents and employees of MDPHA.

e. A fugitive felon or parole violator after conviction of a crime or attempt to commit a crime is considered a person that threatens the health, safety and right to peaceful enjoyment of the premises by other residents or employees of MDPHA.

6. If the non-violent criminal activity does not threaten the health, safety or right to peaceful enjoyment of the residents, after a warning has been issued, any subsequent warning regarding the same individual shall be considered a violation of the lease.

7. A record of alcohol abuse or pattern of abuse, when the record or pattern of abuse poses a direct threat to the health or safety of others shall be considered a violation of the lease.

8. Failure by the resident to report to any recertification interview or provide verification of any information required by MDPHA. Clients who fail to comply are provided a 30-day notice to cure.

9. Discovery of material false statements in connection with information provided at application or recertification, or fraud committed by the resident in connection with any federally assisted housing program.

10. For Public Housing residents only, failure to comply with Federal, State or local public assistance program requirements related to work activities, community service and self-sufficiency requirements.

11. If the resident or any member of his/her household, a guest or a person under the resident's control engages in the illegal use, or threatened use of or display of firearms, fire bombs or other weapons on MDPHA property.

12. If the conduct of the resident, any member of his/her household, a guest or a person under the resident's control, is such that there is a likelihood that his or her presence on the premises may lead to personal injury or property damage.

13. For Public Housing residents, if school-age children do not attend school regularly and are absent more than fifteen (15) unexcused days within any 90-day period of a given school year except in instances of death, serious illness or injury, or the child who attains the age of sixteen (16) years files a formal declaration of intent to terminate school enrollment with the School Board.

14. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas.

15. Extremely poor housekeeping, including hoarding and clutter that causes health and safety concerns or property damage.

16. Any fire on the premises caused by carelessness, failure to supervise children or unattended cooking.

17. If the resident, any member of his/her household, a guest or a person under the resident's control threatens, obstructs or interferes with a MDPHA employee or any government official conducting official business on or around the premises.

18. The resident refuses to accept MDPHA's proposed change(s) to the Lease.

19. If the resident repeatedly interferes with or is counter to the Public Housing Lease or Community policies, or if the Lease has expired and has not been renewed.

20. If through HUD's EIV system, MDPHA verifies that one of the household members is also participating in another federally housing program and that they have not relinquished the assistance within 30 days from the date of the move-in. In that case, MDPHA will require proof of the termination of the subsidized housing assistance prior to lease termination.

B. Mitigating Circumstances

1. Prior to MDPHA's decision to send a notice terminating assistance for criminal activity or for any activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, MDPHA shall consider all circumstances relevant to a particular case, such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

    a. Upon determination by the Asset Management Director or designee, MDPHA may require a family to remove a culpable household member in order for the remaining family members to continue to reside in the assisted unit, where that household member has participated in or been culpable for the action or failure to act that warrants termination. MDPHA may request the family provide documentation of the family member's removal as per Chapter II, Section C (5) (c).

    b. If MDPHA's Asset Management Director or designee determines that the tenant may continue to reside in the unit by excluding the household member who participated in or was culpable for the action or failure to act warranting termination, MDPHA will terminate tenancy if another household member commits a criminal activity warranting termination within five (5) years of the first offending activity. MDPHA shall consider the effects that the eviction would have on family members not involved in the offending activity.

    c. Upon determination by the Asset Management Director or designee, MDPHA, in its decision to terminate tenancy for illegal drug use or alcohol abuse by a household member who is no longer engaging in such abuse, may consider whether such household member is or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. MDPHA

shall require the household member to submit evidence of the current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been successfully rehabilitated.

C. Notice Requirements

If the MDPHA proposes to terminate the Lease, the termination of the Lease shall be by Federal and State law as follows or as may be amended in the future:

1. MDPHA shall give the applicable written notice of termination (14-day Notice of Termination for Non-payment of Rent), if said termination is caused by resident's failure to pay rent. Such notice shall not be sent until the rent is delinquent in accordance with the Lease.

2. MDPHA shall give seven (7) days written notice of termination for serious violations of the Lease.

3. MDPHA shall give thirty (30) days written notice of termination in any other case or cause.

4. The notice of termination to the resident shall state the reasons for termination; shall inform the resident of his/her right to make such reply, settlement, and/or request for a hearing in accordance with the Grievance Policy, Chapter IX if this ACOP.

D. Recordkeeping Requirements

In accordance to State of Florida records retention schedule, a written record of every termination and/or eviction shall be maintained by MDPHA at the developments, and shall contain the following information:

1. Name of resident, race and ethnicity, number and identification of unit occupied;

2. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;

3. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;

4. Date and method of notifying resident; and

5. Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

Such records may be maintained electronically.

IX. Grievance Policy

When required by federal regulations, regarding MDPHA's action or failure to act having an aggrieved adverse affect on the individual resident's rights, duties, welfare or status, public housing applicant will be afforded informal reviews and aggrieved public housing residents will be afforded informal hearings.

A. Applicant's Informal Reviews

Applicants denied program participation or removed from the waiting list shall be entitled to an informal review conducted by MDPHA. Applicants will be notified of such determination in writing, generally at the time of their initial certification appointment.

The process described in MDPHA's Reasonable Accommodation Policy and Procedures document (Appendix IV of this ACOP) will be followed for applicants denied reasonable accommodation requests. Further, this document describes the process that must be followed by designated ALC staff if he/she becomes aware during the informal review that an applicant's ineligibility determination occurred because of the applicant's disability.

It is an applicant's responsibility to notify ALC when there is a change in address.

1. Processing Removals

   a. An applicant who is determined ineligible for housing program benefits or removed for failing to respond to notices, shall be notified in writing that his/her name will be removed from the waiting list unless he/she requests an informal review by contacting MDPHA within thirty (30) days of the notice. Applicants whose mail is returned by the post office will be automatically withdrawn from the waiting list.

   b. Applicants who have been removed from the waiting list for failing to provide a social security number or findings through EIV (bad debt, termination information, or disputed information of possible double subsidy), may, request an informal review seeking reinstatement to his/her original place on the waiting list.

   c. If MDPHA proposes to deny admission on the basis of a family member's criminal record, the family may request an informal review. MDPHA will not attach a copy of the criminal record with the denial notice to protect the family member's privacy. However, MDPHA will provide the family member with the criminal record and the head of household with a copy of the criminal record upon the family member's request either before or at the informal review and provide an opportunity to dispute the accuracy and relevance of that record. The applicant will have thirty (30) calendar days to dispute the accuracy and relevance of the record in writing. If MDPHA does not receive the dispute within the allotted time, the applicant will be denied participation and his/her name removed from the waiting list.

   d. Once a waiting list is closed, only applicants that have had an interruption in the eligibility process may request an informal review. Applicants that have not been selected, did not show to initial interview, or refused a unit without good cause will not be granted an informal review once the waiting list has been closed.

2. Requesting an informal review

Applicants may request an informal review in writing to the address or fax number indicated on the adverse action letter. The request must be made within thirty (30) days from the date of the notice. MDPHA will schedule the review for the next available date and forward written notification to the applicant.

3. Informal Review Procedures

   a. The informal review will be conducted by designated ALC staff that shall listen to testimony or other evidence that the applicant may wish to present.

   b. The informal review's decision will be made in writing within thirty (30) calendar days of the review.

   c. Ineligibility due to an ongoing open criminal case is not appealable and an informal hearing will not be scheduled until final disposition (closure) of the case, unless the household member with the criminal case is removed from the application.

   d. The decision of the informal review shall be final. In extenuating circumstances, the MDPHA Director or designee may review and modify the decision of an informal reviewer. The informal review's decision, however, shall not abridge any other rights the applicants have under law.

B. Procedure for Obtaining an Informal Hearing

1. Residents of Public Housing developments, who desire a hearing, must submit a written request to the MDPHA's representative within five (5) business days of receiving a notice of proposed adverse action. The written request must specify:

   a. The reason(s) for the grievance or content of MDPHA's proposed action; and

   b. The action or relief sought.

   The process described in MDPHA's Reasonable Accommodation Policy and Procedures (Appendix IV of this ACOP) will be followed for residents denied reasonable accommodation requests. Further, this document describes the process that must be followed if the hearing panel becomes aware that the reason for the termination of assistance or other adverse action occurred because of the resident's disability.

2. In the event of a dispute regarding rent amount, before the hearing is scheduled the resident shall pay an escrow deposit in the same amount of rent due and payable as of the first day of the preceding the month in which the act or failure to act took place. The complainant should thereafter deposit the same amount monthly in the escrow account until the complaint is resolved by decision of the hearing officer or hearing panel.

   a. The escrow deposit requirement may be waived by MDPHA in extenuating circumstances, and where required by financial hardship exemption from minimum rent (refer to Chapter XII, Item E.4 of this ACOP), or welfare benefits reduction in calculation of family income, for the portion of the rent attributable to the imputed welfare income (see definition on Appendix I of this ACOP).

b. Unless waived, the failure to make such payments shall result in a termination of the rights to grievance procedure and all sums will immediately become due and payable under the lease.

3. A hearing may be held via telephone conference in situations where a health condition or portability prevents any of the parties from attending the hearing in person. Hearings held by telephone conferences are not allowed simply for the convenience of any of the parties. Any other reasons for telephone conference hearings shall be at the discretion of the hearing office supervisor.

4. The notice of termination to the resident shall state the reasons for termination; shall inform the resident of his/her right to make such reply, settlement, and/or request for a hearing. If a grievance is presented by the family, orally or in writing, to the main office or site manager's office, the grievance may be discussed informally and settled without a hearing.

C. Applicability and Exclusions

The grievance procedure shall be applicable to all individual grievances, with the following exceptions:

1. Any termination of tenancy or eviction that involves:

    a. Any violent or drug-related criminal activity on or off MDPHA owned, managed or controlled housing, office, warehouse or other property;

    b. Any criminal activity (including non-violent) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of MDPHA;

    c. Any criminal activity that resulted in felony conviction of a household member.

Before eviction from the dwelling unit, the state law requires the tenant to be given the opportunity for a hearing in court, which provides the basic element of due process (see definition in Appendix I of this ACOP).

2. Disputes between tenants not involving MDPHA.

3. Class grievances.

4. Negotiating policy changes.

5. Discrepancies in wages shown in data provided by the Enterprise Income Verification (EIV) system. Such discrepancies must be clarified through third party verifications to employers. For EIV Social Security Administration (SSA) benefit discrepancies, MDPHA should request the resident to obtain a current, original SSA benefit letter within 10 business days of the interview day.

D. Hearing Officer or Hearing Panel

1. MDPHA may have a hearing officer or a hearing panel. The Hearing Panel consists of three (3) people :

   a. A MDPHA employee appointed by the MDPHA Director or designee, but such employee may not be the public housing site manager, or a member of his/her staff, from the development at which the resident submitting the grievance resides;

   b. A resident representative nominated by the appropriate Regional Chairperson for the Overall Tenant Advisory Council (OTAC); and

   c. A resident representative nominated by the Resident Council of the development in which the complainant resides.

   If OTAC or the Resident Council fails to nominate their respective panel member, the MDPHA Director or designee may select a resident or a staff member but not the site manager or his/her staff at the development where the complainant resides.

E. Hearing Process

1. The parties may be represented by legal counsel or another person chosen as a representative.

2. Prior to the hearing, the resident may examine and copy at his/her expense all documents, records, and regulations of MDPHA that may be relevant to the hearing, unless otherwise prohibited by law and in the event of hardship. In the event, MDPHA does not provide the resident with a copy of his or her file prior to the hearing, MDPHA is prohibited from relying on the contents of the file at the hearing as set forth in the federal regulations.

3. If the resident fails to appear at a scheduled hearing, except for verifiable good cause, the resident is in automatic default and the decision rendered by the Grievance Panel in his/her absence shall be final.

4. At the hearing, the resident must first show entitlement to the relief sought. Thereafter, MDPHA has the burden of justifying MDPHA's action, or failure to act, at which the complaint is directed.

5. Oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

6. The MDPHA employee appointed to the Hearing Panel by the MDPHA Director, acting as the Chairperson of the Hearing Panel, shall require MDPHA, the resident, Resident Council, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Chairperson may result in exclusion from the proceedings; in a decision adverse to the interest of the disorderly party; and granting or denial of the relief sought, as appropriate.

F. Decision of the Hearing Officer or Hearing Panel

1. The decision of the Hearing Officer or Hearing Panel shall be based solely and exclusively upon the facts and evidence presented at the hearing and upon applicable County and Federal regulations and requirements. This decision shall be in writing by the chairperson of the Hearing Panel specifying the reasons thereof, within fourteen (14) calendar days of the hearing. A copy of the decision must be forwarded to the resident and another copy to the management office to be filed in the resident's records.

2. A decision by the Hearing Officer or Hearing Panel in favor of MDPHA, or which denies the relief sought by the resident in whole or in part, shall not constitute a waiver of or affect in any manner whatever, the resident's rights to trial de novo or judicial review in any judicial proceeding which may thereafter be brought in the matter.

3. The decision of the Hearing Officer or Hearing Panel shall be final. In extenuating circumstances, upon the resident's written request for review, the MDPHA Director may modify the decision of a Hearing Panel. The Hearing Panel's decision, however, shall not abridge any other rights the participants have under law.

4. The Hearing Panel must reach a unanimous decision. When no members of the panel are in agreement, the chairperson of the hearing panel must refer the case to the Asset Management Director of designee for the final decision, who may request additional information and/or interview with the resident, if deemed necessary.

5. Copies of hearing decision letters in addition to any documents or testimony presented at the hearing are kept on file as per State of Florida retention schedules by the hearing officer or on site.

X. Utilities and Maintenance Charges

A. Utilities

This section establishes the procedures for utility allowances for resident-purchased utilities in public housing developments. Utilities are defined as electricity, gas, water and sewer. Telephone and cable television are not considered utilities under this policy.

1. Standard for utility consumption allowances:

   a. MDPHA shall establish for each development, by bedroom size, a consumption allowance that will afford a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirement of a safe, sanitary and healthful living environment. The consumption allowance shall be a uniform monthly amount based on an average monthly utility requirement for a year.

2. Review and revision of allowance:

   a. Annual review: MDPHA shall review the utility allowances annually or in accordance with federal regulatory requirements and shall adjust the amount of utility allowance if necessary to reflect changes in utility rates and/or utility consumptions.

   b. Interim revision due to rate changes: MDPHA may revise its utility allowances for resident-purchased utilities between annual reviews if there is a rate change (including fuel adjustments). MDPHA is required to do so if a rate change, by itself or together with prior rate changes not adjusted for, results in a change of 10% or more from the rates on which such allowances were based.

   c. Schedule of Utility Allowances: Schedules of utility allowances for each development are posted on the bulletin board in each development office and will be made available to the resident upon request.

   d. Relief from excess consumption: Residents may request relief from excess utility consumption if the request is based on medical needs of the elderly, ill or disabled resident or for special factors affecting utility usage not within the control of the resident.

B. Utilities Paid by the Resident

Utility accounts established and maintained by the residents must be in the name of the head of household, spouse, or co-head. Illegal tampering to obtain utility services or changing the utility accounts to another person other than the head of household, spouse, or co-head are grounds for termination of the lease.

C. Maintenance Charges

1. This section establishes the procedures for maintenance charges in Public Housing developments.

   a. Schedules of maintenance charges are posted in the development offices and will be made available to residents upon request.

b. Residents will be charged for material and services at the price list in effect at the time of repair for intentional damages or damages caused by negligence of the residents.

c. MDPHA will notify the resident by mail or in person of any maintenance charges for which he/she will be billed, and his/her rights to request a hearing under the grievance procedure.

d. At the resident's request for a hearing, the charges will not become due until the grievance process has been completed.

2. Move-Out Charges:

a. Upon the move out inspection, residents will be held responsible for all damages beyond normal wear and tear to the unit and appliances.

b. Damages beyond normal wear and tear not repaired will be charged to the resident's security deposit and if necessary the resident's account at the time of move-out. The price list in effect at the move-out will be utilized to price labor and materials.

c. Photographs of the damages will be maintained in the tenant file in accordance to retention schedule.

XI. Choice of Rent: Flat Rents

Public Housing residents may choose between Income-based Rent (calculated based on family income as detailed in Chapter XII) or Flat Rent. Flat Rents are based on the unit market value and vary by unit size, type and by development location. ALC must offer new admissions to Public Housing developments a choice of paying a flat or income-based rent at the time of admission. Further, once each year, at the annual recertification, all Public Housing residents are offered the choice of paying the Flat Rent or Income-based Rent.

A. Development of Flat Rents

MDPHA will take into consideration the following information in developing its Flat Rent schedule:

- Rents of non-assisted rental units in the immediate neighborhood
- Size of MDPHA's units compared to non-assisted rental units from the neighborhood
- Age, type of unit and condition of MDPHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at MDPHA's properties and in the surrounding neighborhood
- Crime in MDPHA's developments and the surrounding neighborhood
- Quality of local schools serving each MDPHA development
- Availability of public transportation at each MDPHA development and
- Availability of accessible units for people with mobility impairments

B. Annual Update of Flat Rents

MDPHA shall review the Flat Rent structure annually and adjust the rents as needed. When a Public Housing resident chooses Flat Rent, his/her rent shall be adjusted only at the next regular recertification rather than at Flat Rent change.

C. Recertification of Families on Flat Rents

Public Housing residents paying Flat Rents are required to recertify income every three (3) years, rather than annually. However, such residents are still required to participate in an annual recertification for any changes in the family composition, to ensure that unit size is still appropriate, and to check compliance with the community service requirements, if applicable.

D. Hardship of Families Paying Flat Rents

Families who have elected to pay flat rent are eligible to switch to a lower income-based rent, if the family has experienced a verified:

a. loss in income because of changes in circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;

b. increased expenses because of changes in circumstances, such as increased medical costs, childcare, transportation, education, or similar items.

XII. Determining Income and Income-Based Rent

A. Annual Income

The Annual income is calculated taking into consideration all amounts, monetary or not, which go to, or on behalf of, the family head, spouse, co-head or to any other family member (even temporarily absent); at the time of admission, reexamination, or recertification, and is based on:

a. Actual income being received (projected forward for a 12-month period); or
b. Past actual income received or earned within the last 12 months of the determination date, as HUD may prescribe in applicable administrative instructions when (A) The family reports little or no income; and (B) MDPHA is unable to determine annual income due to fluctuations in income (e.g., seasonal or cyclical income).
c. The Annual income also includes amounts derived from assets to which any member of the family has access (during the 12-month period).

Income exclusions are indicted in Section B.

Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in the Internal Revenue Service (IRS) regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered as income when used to reimburse the family for cash or assets invested in the property. If the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by USHUD;

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (See paragraph B (14). below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits);

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See paragraph B (3) below concerning treatment of lump sum additions as family assets);

6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;

7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or people not residing in the dwelling made to or on behalf of family members. Uncollected child support will not be counted as income so long as the family provides court documents demonstrating that the debt is uncollectible or has not been paid or received as directed by the Court for more than six (6) months.

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B (7) below concerning pay for exposure to hostile fire.)

9. In determining annual income, MDPHA may request the family to provide documentation of current income. The family acceptable documentation can be either dated 60 days prior to income determination or 60 days following the date the income documentation is requested.

10. Historical Amounts: If MDPHA is unable to determine annual income using current information because the family reports little to no income or because income fluctuates, MDPHA may average past actual income received or earned within the last 12 months before the determination date to calculate annual income.

B. Items Not Included in Annual Income

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, onetime lottery winnings, and settlement for personal property losses (but see paragraphs A (3) and (4) above if the payments are or will be periodic in nature); (See paragraph (14). below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits).

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Appendix I of this ACOP);

6. The full amount of student financial assistance paid directly to the student or the educational institution;

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

8. Certain amounts received that are related to participation in the following programs:

   a. Amounts received under USHUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);

   b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

   c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;

   d. Effective June 1, 2004 and while in effect, exclude from annual income the $600 transitional assistance subsidy (credit) for elderly and disabled applicants and tenants enrolled in the Medicare Discount Card transitional assistance program,

   e. A resident services stipend. A resident services stipend is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for MDPHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

   f. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the PHA;

9. Temporary, non-recurring, or sporadic income (including gifts);

10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by people who were persecuted during the Nazi era;

11. Earnings in excess of $480 for each full-time student eighteen (18) years old or older (excluding the head of the household, spouse, or co-head);

12. Adoption assistance payments in excess of $480 per adopted child;

13. The incremental earnings and benefits to any Public Housing resident (excluding Section 8 New Construction developments) whose 1) annual income increased due to employment of a family member who was unemployed for one (1) or more years previous to employment; or 2) annual income increases as the result of increased

earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) annual income increases due to new employment or increased earnings of a family member during or within six (6) months of receiving state-funded assistance, benefits or services, will not be included during the exclusion periods (see Section F of this Chapter for additional details).

14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

16. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published by USHUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

18. The following is a list of benefits excluded by other federal statute:

    a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];

    b. Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088]. Examples of programs under this Act include but are not limited to:

        - The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
        - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
        - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

    c. Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];

    d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [(25 USC. 459e];

    e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];

    f. Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)] ;

g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 State 2503-04];

h. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and

i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu]. Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

j. Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

k. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;

l. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96- 420, 94 Stat. 1785);

m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q);

n. Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j));

o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;

p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

These exclusions may be amended from time to time as permitted or required by the federal regulations.

C. Anticipating Annual Income

If it is not feasible to anticipate income for a 12-month period, MDPHA may use the annualized income anticipated for a shorter period. For example, this method would be used for teachers who are only paid for ten (10) months, or for tenants receiving unemployment compensation.

D. Adjusted Income

Adjusted Income is the income upon which rent is based. Adjusted income means Annual Income less the following deductions and exemptions:

1. For all Families

   a. Child Care Expenses - A deduction of amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age for the period for which Annual Income is computed, but only when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by PHA when the expense is incurred to permit education or to seek employment.

   b. Dependent Deduction - An exemption of $480 for each member of the family residing in the household, other than the head of household, co-head or spouse, live-in aide, foster adult or foster child, who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

   c. Work-related Disability Expenses – A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to:

      - Wheelchairs
      - Lifts
      - Reading devices for the visually impaired
      - Equipment added to cars and vans to permit their use by the disabled family member.
      - Included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

   d. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expense less three percent of annual income, provided the amount so calculated does not exceed the employment income earned.

   e. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three (3) percent of annual income (provided the amount so calculated does not exceed the employment income earned) plus medical expenses as defined below.

2. For Elderly and Disabled Families only:

   a. Medical Expense Deduction - A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which annual income is computed. Medical expenses include but are not limited to:

- Services of physicians and other health care professionals
- Services of health care facilities
- Health insurance premiums (including the cost of Medicare)
- Prescription and non-prescription medicines
- Transportation to and from treatment
- Dental expenses
- Eyeglasses
- Hearing aids and batteries
- Attendant care (unrelated to employment of family members),
- Payments on accumulated medical bills.
- Effective June 1, 2004 and while in effect, for residents who have the Medicare Prescription Drug Discount Card, consider the market (pre-discount) price of eligible drugs, not the discounted price.
- Enrollment fee (up to $30) of the Medicare Prescription Drug Discount Card program, if not paid by Medicare. (PIH Notice 2004-11).

b. To be considered by PHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

c. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three (3) percent of annual income.

d. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph D.1.c .above.

3. Elderly/Disabled Household Exemption - An exemption of $400 per household. See definitions in Appendix I of this ACOP.

E. Computation of Rent

1. The first step in computing rent is to determine each family's Total Tenant Payment (TTP). If the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this computation, if a positive number, is the tenant rent. If the TTP less the utility allowance is a negative number, the result is the utility reimbursement, which is paid to the tenant.

2. TTP is the highest of:

   a. 30% of adjusted monthly income; or
   b. 10% of monthly income; but never less than the
   c. Minimum Rent; and never more than the
   d. Flat Rent, if chosen by the family (where applicable)

3. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the TTP. In developments where MDPHA pays all utility bills directly to the utility supplier, tenant rent equals TTP.

4. The minimum rent shall be $50 per month; however, a hardship exemption shall be granted to residents who can document that they are unable to pay the $50 because of a hardship. Refer to Chapter VII, Section B of this ACOP.

5. At initial certification and at each subsequent annual recertification, the resident shall be offered a choice of paying either the income -based rent or the Flat Rent applicable to the unit they will be occupying.

F. Earned Income Disallowance

The Earned Income Disallowance (EID) is the exclusion from the calculation of the family's income, the income increase attributable to new employment or increased earnings, over the income received prior to qualifying for the disallowance. The EID is not applicable to residents of Section 8 New Construction developments.

1. The EID applies to any Public Housing resident whose:
   a. annual income increases due to employment of a family member who was unemployed for one (1) or more year previous to employment; or

   b. annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or

   c. annual income increases due to new employment or increased earnings of a family member during or within six (6) months of receiving state funded assistance, benefits or services.

2. For purposes of the EID, the following definitions apply:

   a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by MDPHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one -time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least $500.

   b. During the 12-month period beginning when the member first qualifies for a disallowance, MDPHA must exclude from annual income any increase in income as a result of employment. For the twelve (12) cumulative months following the first exclusion period, 50% of the income increase shall be excluded.

   c. Regardless of how long it takes a resident to work for twelve (12) cumulative months (to qualify for the first exclusion) or the second twelve (12) cumulative months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is forty-eight (48) months.

   d. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission, unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed.

   e. The definition of previously unemployed also includes a person who has earned not more than could be earned working ten (10) hours per week for fifty (50) weeks at the established minimum wage.

3. The periods of income disallowance are as follows:

   a. 100% disallowance of increased earnings: The initial 12-month cumulative full exclusion period begins on the date the qualifying family member experiences an increase in income attributable to employment or increased earnings. For tracking and administrative purposes, MDPHA can begin the EID on the first day of the month following the effective date of employment.

   b. 50% disallowance of increased earnings: The second 12-month cumulative exclusion period begins after the initial period ends.

   c. 48-month lifetime limitation: The EID concludes at the end of the second 12-month cumulative period or after 48 months of the initial 12-month cumulative period, whichever come first.

   d. After the EID periods end, the full income is included towards the rent calculation.

G. Rent Collection

Clients are mailed a monthly rent statement listing any transactions processed that month and indicating the balance due. MDPHA has initiated the following rent payment options for its residents:

1. Check, money order, or cashier's check mailed by the resident directly to the MDPHA lockbox together with the payment stub from the rent statement for processing; or

2. Authorized direct debit from resident's checking or savings account; or

3. Online payment through major credit card.

4. Cash will not be accepted. Payments of any kind will not be accepted at the site offices.

XIII. FAIR HOUSING AND EQUAL OPPORTUNITY

A. Non-discrimination Policy

1. MDPHA complies with all federal, state, and local antidiscrimination laws including, but not limited to, the Fair Housing Act; Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

2. No person shall not, on the basis of race, color, sex, religion, national or ethnic origin, familial status, marital status, sexual orientation, ancestry, age, pregnancy, disability or source of income, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under programs operated and/or funded by MDPHA.

3. MDPHA will provide applicants and participants with federal/state/local information regarding discrimination and any recourse available to them if they believe they may be victims of discrimination.

4. MDPHA or its successor agency or department will display the Fair Housing poster at ALC, Public Housing and Section 8 New Construction site offices. Upon eligibility determination, applicants will be provided with the Housing Discrimination Complaint form and information pertaining to procedures to be followed if the applicant believes he/she has experienced illegal discrimination.

B. Processing Non-Discrimination Complaints and Reasonable Accommodation Requests

1. All applicable Fair Housing Information and Discrimination Complaint forms will be made available at MDPHA's 504/ADA Coordinator's office and/or by the 504/ADA Coordinator mailing copies of information to person requesting same. In addition, all appropriate written information and advertisements will contain the appropriate written information, and advertisements will contain the appropriate Equal Opportunity language and logo.

2. MDPHA's 504/ADA Coordinator will assist any family that believes they have been discriminated against by providing copies of the federal and local housing discrimination forms and the addresses of the applicable offices. In addition, MDPHA's 504/ADA Coordinator will facilitate conciliation of discrimination complaints upon the request of complainants, to the greatest extent feasible.

3. MDPHA will cooperate with USHUD in conducting monitoring and compliance reviews and complaint investigations, pursuant to all applicable civil rights statutes and regulations, Executive Orders, and all civil rights related program requirements.

4. Reasonable accommodation requests are processed through the 504/ADA Coordinator's office (refer to Section E of this Chapter).

C. Effective Communication Policy

MDPHA has an Effective Communication Policy to ensure effective communication with applicants, residents, program participants, employees, and people with disabilities. Such policy is Appendix II of this ACOP.

D. Emergency Evacuation Assistance Program Procedures

In case of emergency, MDPHA will take all necessary steps to address specific needs of its residents in consistency with the Miami-Dade County Emergency Evacuation Assistance Program, as described in Appendix III of this ACOP.

Additionally, MDPHA's Emergency Management Manual will continue to be reviewed to ensure that it contains all necessary provisions required for people with disabilities in emergency conditions.

E. Reasonable Accommodation Policy and Procedures

MDPHA's Reasonable Accommodation Policy and Procedures, as referenced through this ACOP, is Appendix IV of this ACOP.

XIV. Domestic Violence

A. Overview

Under the Violence Against Women Act (VAWA), MDPHA is required to implement internal policies to include provisions for protection of victims of domestic violence, dating violence, sexual assault, sexual battery and stalking (domestic violence). For definitions of terms under this chapter, refer to Appendix I of this ACOP.

MDPHA has notified its applicants and residents about the protections afforded by VAWA, and have provided them with HUD form 50066, *Certification of Domestic Violence, Dating Violence, or Stalking* form to be used by alleged victims of domestic violence.

B. Admission and Continued Occupancy Criteria

1. An applicant cannot be denied admission or assistance solely because the person has been a victim of domestic violence.

2. Residents or tenants who are victims of domestic violence must be handled as an exception to the federal One Strike Rule under documented incident of actual or threatened domestic violence.

3. Being a victim of domestic violence does not qualify as a serious or repeated violation of the lease for terminating assistance, tenancy, or the occupancy rights of the victim.

4. MDPHA may allow for the perpetrator of domestic violence to be removed from the lease, while the remaining family members stay in the assisted unit, upon approval of the Asset Management Division Director.

5. Victims of domestic violence will be considered for emergency transfers.

6. Subject to funding availability, the issuance of a Section 8 voucher may be offered to the victimized family.

C. Evidence Required as Proof of Domestic Violence

When confronted with cases of domestic violence, MDPHA must provide the alleged victim with HUD form 50066, *Certification of Domestic Violence, Dating Violence, or Stalking* and request documentation to accompany the victim's statement, which may include:

- A listing of the approximate dates when each incident occurred, discussion of the applicant's fears and injuries and the effect that each abusive incident has had on the applicant and her/his family.

- Restraining or civil protection orders.

- Medical records.

- Police reports, records of telephone calls or visits to the victim's address. This may include telephone calls to the police registering a compliant, a log of police runs made to the residence, copies of all tapes and reports written by officers responding to a call.

- Criminal court records if a batterer was arrested or convicted of any act of domestic violence or destruction of property relating to the victim (certified copies); a victim's own statement to police or prosecutors, which can be obtained from the prosecutor's office.

- Statements of workers from a domestic violence shelter or other domestic violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse.

- Statement from counselors, if victim attended counseling.

- Reports, statements from police, judges and other court officials, clergy, social workers and other social service agencies.

- Other credible evidence as corroborated by law enforcement or domestic violence providers.

D. Considerations for Victims of Domestic Violence

MDPHA must consider:

a. The nature and severity of each case while exercising discretion on whether or not family members or their guests may threaten the health, safety, or right to peaceful enjoyment of the premises by others.

b. The effects of denial or termination of assistance on other family members who were not involved in the offense.

c. The conditions barring the culpable household member from residing in or visiting the unit.

d. The circumstances relevant to an eviction or termination of tenancy based on the extent to which the person has shown personal responsibility to prevent the offending action, and the time that has elapsed since their arraignment for that crime.

e. The range of evidence as proof of domestic violence, which may include, but is not limited to victim's statement, testimony or affidavit outlining the facts of the violence or cruelty in each incident, utilizing form HUD-50066.

E. Protection of Victims of Domestic Violence

1. MDPHA shall refer victims of domestic violence to the State of Florida Office of the Attorney General, State Attorney's Office or the Department of Law Enforcement to apply for participation in the Address Confidentiality Program for Victims of Domestic Violence. Once the victim has applied, the address, telephone number and social security number are exempt from public review, except when the information is required by a law enforcement agency.

2. In determining if eviction is appropriate, MDPHA must consider the safety and well-being of victims, as well as the health, safety and peaceful enjoyment of other residents who may be affected by incidents or domestic violence.

3. MDPHA must develop linkages and referrals to appropriate counseling and law enforcement entities.

4. The information under the *Certification of Domestic Violence* will remain confidential and will be used by MDPHA only to provide the victims with the exceptions and protections under VAWA.

5. MDPHA must ensure that private information of victims of domestic violence is protected in accordance with the Records Management provisions found in Chapter II, Section N.

XV. Section 32 Homeownership Plan

A. Overview

The 1998 Quality Housing and Work Responsibility Act (QHWRA) permitted public housing authorities (PHAs), through Section 32 of the U.S. Housing Act of 1937, to make public housing dwelling units available for purchase by low-income families as their principal residence.

Under Section 32, the PHA may sell all or a portion of a public housing development to eligible public or non-public housing residents. Other more restrictive homeownership programs, such as 5h and Turnkey III, may be converted to Section 32 to increase the pool of eligible low-income homebuyers. Miami-Dade County through MDPHA proposes to convert certain public housing units into a Section 32 Homeownership Plan. The initial units identified to be converted are located in Heritage Village I.

MDPHA may convert additional units in accordance with the MDPHA's Annual Plan and the Section 32 Homeownership Plan adopted by the Board of County Commissioners on November 4, 2009 as Resolution R-1281-09.

B. Heritage Village I

Heritage Village I (FL5-064) was constructed in 1982 as the Turnkey III project. This property, located in the Homestead area of Miami-Dade County at the corner of SW 142nd Avenue and SW 268th Street. MDPHA plans to convert 27 of the original 30 units into a Section 32 Homeownership Program. The three (3) currently occupied units have homeownership agreements under the current Turnkey III Program. The residents have completed their obligations under the homeownership agreements and titles to the units are being transferred under that program to the three (3) families.

MDPHA established priorities for selecting potential homeowners that further the program's goals. Since this is a homeownership program conversion from Turnkey III to Section 32 Plan, priority will be given to current Heritage Village I residents that are eligible homebuyers and can obtain a mortgage. MDPHA will offer the units to income-eligible purchasers in conjunction with MDPHA's Housing Choice Voucher (HCV) Homeownership Program.

The following are the established priorities:

First Priority -- Current Heritage Village residents
Second Priority -- Former Mobility Pool Members with available vouchers
Third Priority -- Current Section 8 Housing Choice Voucher (HCV)-eligible Homeownership Program candidates and Family Self Sufficiency (FSS) program participants
Fourth Priority -- Public Housing FSS and income eligible homeownership families
Fifth Priority -- Current HCV recipients eligible for homeownership. If no interest by HCV recipients, the Section 32 option will be opened to the families on the current waiting list. This offer will be repeated until there are sufficient eligible buyers choosing to purchase in the Homestead area of Miami-Dade County.

MIAMI-DADE PUBLIC HOUSING AGENCY

DEFINITIONS

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX I

MIAMI-DADE PUBLIC HOUSING AGENCY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX I

Definitions

Adult
A person who is eighteen (18) years of age or older, or who has been convicted of a crime as an adult under any Federal, State or tribal law.

Applicant
A person or family that has applied for housing assistance.

Arrested
Taking or seizing a person by legal authority, such as the police, in response to a criminal charge.

Black
A person having origins in any of the Black racial groups of Africa. It includes people who indicate their race as "Black, African American, or provide written entries such as African American, Afro American, Kenyan, Nigerian, or Haitian.

Child/Minor
Means a member of the family other than the family head or spouse who is under eighteen (18) years of age.

Complainant
Any resident who files a grievance with the MDPHA site manager of the development where the resident's unit is located.

Continuity of Assistance
A family is considered continuously assisted if it has been receiving housing assistance under any program of the U.S. Housing Act of 1937 without experiencing an extended interruption during the occupancy of the assisted unit. An interruption of four (4) months between the assisted occupancy of one unit and the assisted occupancy of another unit is considered discontinued assistance.

Convicted
Found or proved guilty of an offense or crime by the verdict of a court. A person who served a sentence of imprisonment.

Criminal Records
All criminal arrest records, including but not limited to sex offender registration records for all family members 18 years and over. MDPHA will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses. If MDPHA discovers the family has a history of failure to comply with lease terms under previous landlords or fails the background check The term "criminal records" does not include records unavailable to MDPHA by operation of law, including sealed or expunged records, juvenile records, exempt records under Florida's Public Records Act, or other records unavailable to MDPHA under state and federal laws.

Deconcentration of Income
The admission of higher income families (50-80% of area median income) to developments where lower income families (30% of area median income) predominate and vice versa.

Displaced persons
Include persons who can document that hey have been displaced by a natural disaster declared by the President of the United States, displaced, through no fault of their own, by governmental action, or displaced by domestic violence.

Due Process
An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguard are required:

1. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
2. Right of the tenant to be represented by counsel;
3. Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses or equitable defense which the tenant may have;
4. A hearing before an impartial person(s).
5. A written decision of the merits.

Earnings and benefits
Means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Dating Violence
The violence between individuals who have or have had a continuing and significant relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on the consideration of the following factors:

- A dating relationship must have existed within the past 6 months;
- The nature of the relationship must have been characterized by the expectation of affection or sexual involvement between the parties; and
- The frequency and type of interaction between the persons involved in the relationship must have included that the persons have been involved over time and on a continuous basis during the course of the relationship.

The term does not include violence in a casual acquaintanceship or violence between individuals who only have engaged in ordinary fraternization in a business or social context.

Dependent
A member of the family (excluding foster children, foster adults, or live-in aides) other than the family head or spouse, who is under eighteen (18) years of age, or is a person with disabilities, or is a Full-time Student.

Disabled Family
A family whose head, spouse, or sole member is a person with disabilities; or two (2) or more persons with disabilities living together; or one (1) or more persons with disabilities living with one or more live-in aides.

Disability Assistance Expenses
Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled Family member and that are necessary to enable the disabled member to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Displaced Family
A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domestic violence
The "actual or threatened physical violence directed against one or more members of the applicant's family by a spouse or other members of the applicant's household." The State of Florida defines domestic violence as any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another who is or was residing in the same single dwelling unit.

Drug-related Criminal Activity
Illegal manufacture, sale, distribution, or use of a drug, or possession of a drug, with the intent to manufacture, sell, distribute or use the drug.

Elderly Family
A Family whose head, spouse, or sole member is a person who is at least sixty two (62) years of age; or two or more persons who are at least sixty two (62) years of age living together; or one or more persons who are at least sixty two (62) years of age living with one or more live-in aides.

Elderly Person
A person sixty-two (62) years of age or older.

Eligibility Income
This is Annual Income amount which is compared to USHUD approved Income Limits to determine if an applicant family is eligible for admission to the housing program.

Family
Family includes but is not limited to:

- A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family;
- The remaining member of a tenant family; and
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- A single person or a group of persons who reside together and who are related by blood or marriage, or who exhibit a stable familial relationship. MDPHA will accept documentation proving that adult, domestic partners have a stable relationship (e.g. they have lived together for at least one year).

Family Income
Family Income means the Annual Income derived from all sources of the family members expected to reside in the dwelling unit and upon which rent is to be based.

Full-Time Student
A person registered for and carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Fraud
Deceit or trickery deliberately practiced to gain some advantage dishonestly. Fraud is an intentional deception and is not committed accidentally.

Good Cause
With respect to refusal of a housing offer, 'good cause' shall mean that an applicant who is offered a unit can demonstrate through objective evidence that a move into the unit offered would result in a hardship related to the ability of the applicant or a member of the applicant's family to retain his or her employment or retain particular day care or medical services uniquely suited to the affected individual's needs or the unit offered is located outside of an applicant's preferred geographical zone. In addition, a hardship may relate to the person's inability to conveniently use the facility because of his or her disability and a lack of the necessary accessibility features. Additional examples of good cause are included in this policy.

Grievance or complaint
Any dispute with respect to the Agency's action or failure to act in accordance with lease requirements, and/or federal regulations which may adversely affect the tenant's rights, duties, welfare, or housing status.

Head of Household
The family member who is 18 years or older and held responsible and accountable for the family, normally considered to be the official tenant of record or the lessee.

Hearing
An informal proceeding at which a resident's grievance or complaint relating to MDPHA's adverse action or decision, is heard in order to insure that the complainant's rights were not violated

Homeless Family
Any person or family who:

- Lacks a fixed, regular, and adequate night time residence; or
- Has a primary night-time residence that is:
    1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); or
    2. An institution that provides a temporary residence for individuals intended to be institutionalized; or
    3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

A homeless family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

Homeownership Opportunities
After October 28, 1998 any homeownership opportunities shall mean any homeownership units developed, purchased, or redeveloped by Miami-Dade County solely or as a joint venture with any other entity.

Income Eligibility for Admission
At least 40% of families admitted to the Public Housing program in each fiscal year must have incomes that do not exceed 30% of Area Median Income (AMI). In each fiscal year MDPHA may reduce the targeted public housing admissions to the extent that MDPHA provides tenant-based Section 8 assistance above the targeted 75% to families that do not exceed 30% of AMI. The public housing target, however, may not be reduced below 30% of admissions.

Income Limits
Income limits are those published by USHUD for admission of Low-Income and Very-Low-Income families to federally subsidized housing developments.

Interim Adjustments or Re-determination of Rents
Changes in rent between admission and subsequent annual re-examinations due to a change in family composition or income.

Live-in Aide
A person eighteen (18) years of age or older who resides with one (1) or more elderly persons, or near-elderly persons, or persons with disabilities who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.
- The live-in aide's income is not counted when determining family income.

Local Preference
Any preference, to the extent authorized by law, the Agency may establish for use in selecting among applicants that respond to local housing needs and priorities.

Lower Income Family
A family whose Annual Income does not exceed eighty percent (80%) of the median family income for the area, as determined by USHUD with adjustments for smaller and larger families.

Medical Expenses
Those medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not reimbursed by insurance or other sources.

Minimum Rent
Statutory requirement that each family assisted under Public Housing programs pay a monthly minimum rent or Total Tenant Payment (TTP) of $50.00, subject to hardship exemption waiver, if applicable.

Monthly Income
One-twelfth of Annual Income

Monthly Adjusted Income
One-twelfth of Adjusted Annual Income

Near-Elderly Family
A family whose head of household, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

Net Family Assets
Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in USHUD homeownership programs. The value of any business or family assets disposed of by an applicant or tenant for less than fair market value during the two years preceding the date of application for the program or reexamination shall be included in the determination of Net Family Assets.

New Affordable Desegregative Rental Housing
After October 28, 1998 any affordable desegregative rental housing developments developed, purchased or redeveloped by Miami-Dade County solely or as a joint venture with any other entity. This includes the redevelopment of public housing.

Non-Black
All individuals who are not 'Black' as defined above including, but not limited to, Caucasians and Caucasians of Hispanic ethnicity, American Indians and Asians.

Non-Elderly Family
Two (2) or more persons who are not elderly but live together and are related by blood, or marriage, or operation of law, or give evidence of a stable relationship which has lasted over a period of at least one year. All Family Income and resources are available to meet the family's needs.

Non-Violent Criminal Activity:
Any criminal activity that is not a Violent Criminal Activity or a Drug-related Criminal Activity, as defined herewith, but that is such that it may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. Non-violent criminal activities include but are not limited to fraud, bribery, vandalism, burglary, larceny, robbery, etc.

Offer
The term 'offer' is used in the context of project-based assistance and means an offer of a unit that is vacant, appropriate for the household in size and type, and meets applicable housing quality standards.

Participating Privately Owned Assisted Housing
Housing receiving federal assistance under one of the following statutory provisions for which the owner has agreed, upon invitation from USHUD, to participate in the activities of the Housing Center:

- Section 221(d)(3) of the National Housing Act;
- Section 101 of the Housing and Urban Development Act of 1965;
- Section 236 of the National Housing Act;
- Section 202 of the National Housing Act;
- Section 811 of the Cranston-Gonzalez National Affordable Housing Act; or
- Section 8 of the United States Housing Act

Person with Disabilities
Under federal discrimination law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. This definition does not include any individual who is a drug addict and is currently using illegal drugs, or an alcoholic, who poses a direct threat to the health, safety and right to peaceful enjoyment of the premises by other residents.

Reasonable Accommodation
A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing), service or activity.

Re-examination/Re-certification Date
The date on which any rent change is effective as required by the annual re-examination of eligibility for continued occupancy.

Sexual Assault
The threat of oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object, without consent.

Sexual Battery
The actual oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object, without consent.

Single Person
A person living alone or intending to live alone and who does not qualify as an Elderly Family, Disabled Family, Displaced Person, or as the remaining member of a tenant family.

Stalking
The willful malicious, and repeated following, harassing, or cyber stalking of another person, and/or the making of a credible threat with the intent to place that person in reasonable fear of death or bodily injury of the person, or the person's child, sibling, spouse, parent, or dependent.

Tenant Error
Occurs when the tenant, by action or inaction, breaches a lease, regulation or program requirement, because of a misunderstanding of rules. Tenant errors are considered unintentional program violations as compared to fraud (see definition).

Tenant Rent
The amount payable monthly by the Family as rent to the Public Housing Agency. Where all utilities (except telephone) and other essential housing services are supplied by the Agency, Tenant Rent equals the Total Tenant Payment (TTP). Where some or all utilities (except telephone) and other essential housing services are not supplied by the Agency and the cost thereof is not included in the amount paid as rent to the Agency, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

Total Tenant Payment
Total Tenant Payment for any dwelling unit shall be the highest of the following, rounded to the nearest dollar:

- Thirty percent (30%) of Monthly Adjusted Income;
- Ten percent (10%) of Monthly Income;
- The monthly portion of a Family's Welfare Assistance from a public agency specifically designated by such agency to meet the Family's housing costs; or
- The MDPHA statutory minimum rent which is currently $50, subject to hardship exemption waiver, if applicable.

Uniform Federal Accessibility Standards (UFAS) Unit
A dwelling unit that is designed, constructed, altered or adapted to comply with Uniform Federal Accessibility Standards (UFAS) and is located in accessible route.

Units with Accessible Features
A unit which has been altered in a manner that has some accessible features that assists persons with disabilities (see also UFAS unit).

Utility Allowance
If the cost of utilities (except telephone) for an assisted unit is not included in the Tenant Rent but is the responsibility of the family occupying the unit, the Utility Allowance is the amount equal to the estimate made of the monthly costs of a reasonable consumption of such utilities for the unit, consistent with the requirements of a safe, sanitary, and healthful living environment based on an annual review of utility rates. The estimate made must be approved by USHUD. The resident may also request relief from excess utility consumption (see Section 4-1 (B) (iv) regarding the excess consumption policy).

Utility Reimbursement
The amount, if applicable, by which the utility allowance for the unit exceeds the Total Tenant Payment for the Family occupying the unit.

Very Low Income Family
A family who's Annual Income does not exceed fifty percent (50%) of the median family income for the area, as determined by USHUD, with adjustments for smaller and larger families.

Violent Criminal Activity
Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonable likely to cause, serious bodily injury or property damage.

Waiting List
The list of applicants who are waiting to be verified eligible for admittance to housing programs administered by MDPHA and offered the benefit as it becomes available.

MIAMI-DADE PUBLIC HOUSING AGENCY

EFFECTIVE COMMUNICATION POLICY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX II

MIAMI-DADE PUBLIC HOUSING AGENCY
EFFECTIVE COMMUNICATION POLICY

It is the policy of the Miami-Dade Public Housing Agency (MDPHA) to ensure that communications with applicants, residents, program participants, employees, and members of the public with disabilities are as effective as communications with others.

MDPHA, including its employees, agents, contractors and private management companies/agents, shall furnish appropriate auxiliary aids and services, where necessary, to afford individuals with disabilities, including individuals with hearing, visual or cognitive disabilities, an equal opportunity to participate in, and enjoy the benefits of, the programs, services and activities conducted by MDPHA.

AUXILIARY AIDS AND SERVICES:

"Auxiliary aids and services" include, but are not limited to: (1) qualified sign language interpreters, note-takers, transcription services, written materials, telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and, (2) qualified readers, taped texts, audio recordings, Brailed materials, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

REQUEST FOR EFFECTIVE COMMUNICATION:

When an auxiliary aid or service is required to ensure effective communication, MDPHA will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. MDPHA will give primary consideration to the choice expressed by the individual. "Primary consideration" means that MDPHA will honor the choice, unless it can show that another equally effective means of communication is available; or, that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.

The individual will submit his/her request for auxiliary aids or services to the appropriate MDPHA staff person designated below. All requests shall be dated and time-stamped upon receipt by the appropriate MDPHA staff person.

Within forty-eight (48) hours of receipt of the individual's request, the designated MDPHA staff person will consult with the individual with the disability when the preferred type of auxiliary aid or service is not available or not required, and the staff person is attempting to ascertain whether an alternative means of communication will ensure effective communication.

MIAMI-DADE PUBLIC HOUSING AGENCY
EFFECTIVE COMMUNICATION POLICY

Within five (5) business days following receipt of the effective communication request(s), the designated MDPHA staff person will provide the requesting individual with notification of the proposed auxiliary aid or service to be provided.

The ADA Coordinator will maintain copies of all requests for effective communication and, including final disposition, for the duration of this Agreement.

Individual requests for Effective Communication will be directed to the following MDPHA officials:

Resident Requests:

MDPHA resident requests for auxiliary aids or services should be made to the Site Manager at the resident's development.

Applicant Requests:

Applicants for MDPHA housing should make requests for auxiliary aids and services to MDHA's Applicant and Leasing Center ((305) 638-6464 phone, (305) 638-6014 TDD) or the ADA Coordinator (786) 469-4229 .

Other Requests:

Requests from members of the public who wish to participate in programs, services and/or activities of MDPHA shall submit their request(s) for auxiliary aids and services as directed in MDPHA notices, appointment notifications, forms, or brochures. They may also submit requests for auxiliary aids to the MDPHA 504/ADA Coordinator.

However, individuals with disabilities who request auxiliary aids or services for public events such as public hearings, Board hearings, public meetings, etc., shall make their requests no later than five (5) days prior to the event.

GRIEVANCE PROCEDURES:

If the requesting individual with a disability is not satisfied with the MDPHA's response to the individual's request(s) for an auxiliary aid or service, the individual may file a formal grievance, including appropriate supporting documentation, if any, with MDPHA's Section 504/ADA Coordinator. The grievance may be communicated orally or in writing.

However, all oral grievances must be reduced to writing and maintained in MDPHA's files. In addition, MDPHA shall provide assistance to any individual who requests assistance in filing a grievance, including assistance in reducing the individual's grievance to writing. All grievances shall be dated and time-stamped.

MIAMI-DADE PUBLIC HOUSING AGENCY
EFFECTIVE COMMUNICATION POLICY

Within seventy-two (72) hours of receipt, MDPHA's Section 504/ADA Coordinator will respond to the individual's grievance.

The Section 504/ADA Coordinator will provide his/her formal decision, in writing, within ten (10) business days after receipt of the grievance.

If the individual is dissatisfied with the MDPHA Section 504/ADA Coordinator's determination, the individual may pursue remedies under MDPHA's HUD-approved Grievance Procedures.

MIAMI-DADE PUBLIC HOUSING AGENCY

EMERGENCY EVACUATION ASSISTANCE PROGRAM

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX III

This application is available in English, Spanish, Creole and Braille (upon request). If you need disaster preparedness tips, contact the Answer Center by dialing 3-1-1 or calling (305) 468-5900 (TTY/TDD users call (305) 468-5402). You may also visit our website for more information: www.miamidade.gov/oem

Enfòmasyon sa-a disponib an Angle, Panyòl, Kreyòl ak Bray (sou demann). Pou enfòmasyon sou preparasyon pandan yon dezas rele Sant Repons la nan (305) 468-5900. Sèvis TTY/TDD Rele (305) 468-5402. W kab ale sou sitwèb nou an tou pou plis enfòmasyon: www.miamidade.gov/oem

Esta solicitud está disponible en Ingles, Español, Cróele y Braille. Si necesita información para la preparación de desastres, llame al Centro de Información al 3-1-1 ó (305) 468-5900. Si utiliza TTY/TDD llame al (305) 468-5402 para ambas peticiones.

MIAMI-DADE COUNTY

Delivering Excellence Every Day

Miami-Dade County
Emergency Evacuation Assistance Program

Applicant Instructions and Information

The Emergency Evacuation Assistance Program is designed for people with special needs living at home that need assistance with evacuation. Eligible applicants have a medical condition that requires specialized sheltering not available in a hurricane evacuation center. Residents of assisted living facilities or nursing homes do not qualify.

The registry may be used for any emergency requiring evacuation, such as flooding, hurricanes or hazardous material spills, such as gas leaks. Resources are limited and those persons registered will have priority when an emergency arises. **Do not wait until an evacuation begins to request being added to the registry.**

Shelters will only be available as a last resort for people who have no other place to go. If you need to evacuate, you should first seek shelter with relatives, friends or community organizations. Special Needs Shelters do not offer the same level of care or equipment available at health care facilities. Only basic care and assistance are available. Cots and beds are provided on a limited basis. A caregiver should accompany you and remain with you during your stay in the shelter.

Supplies and food at Special Needs Shelters are limited. You must bring a disaster kit that includes bedding, medications and personal supplies (food, water, and medical equipment). It is highly recommended that you eat a meal prior to leaving your home and bring special dietary foods with you.

All sections of this application must be completed. Your health care provider must complete and sign a portion of this application prior to submitting it to our office. If more than one person in your household needs assistance during evacuations, each person must complete a separate application. Special instructions will be mailed to you once your application has been processed. Read these instructions carefully and keep them in a safe place. Prepare wisely and stay alert to the media for evacuation times during emergencies.

You will be contacted on an annual basis to re-certify your need for this program. You do not need to complete an application every year. If you have questions or need further information, please call the Special Needs Hotline at (305) 513-7700. Return the completed application to:

Emergency Evacuation Assistance Program
9300 NW 41 Street
Miami, FL 33178

This application is available in English, Spanish, Creole and Braille (upon request). If you need disaster preparedness tips, contact the Answer Center by dialing 3-1-1 or calling (305) 468-5900 (TTY/TDD users call (305) 468-5402). You may also visit our website for more information: www.miamidade.gov/oem

Application for the Emergency Evacuation Assistance Program

Please read the instructions and information provided before completing the form. **This form must be completed in full or it will be returned to you.**

Please print clearly.

Date of Application: ____/____/____

Last Name: _____ First Name: _____ MI: _____ Sex: ___M ___F

Date of Birth: ____/____/____ Social Security Number: _____-_____-_____

Type of Residence: ☐ House/Duplex ☐ Apt/Condo (What floor? ____) ☐ Mobile Home/Trailer
☐ Group Home ☐ Nursing Home

Address: _____ Apt/Lot #: _____

City: _____ Zip Code: _____

Mailing Address (if different from above): _____

Telephone: Home: (_____)_____ (TTY/TDD line ☐ Yes)

Alternate Phone: (_____)_____

Primary Language: _____

Name of nearest friend or relative (not living with you): _____

Home phone: (_____)_____ Alternate phone: (_____)_____

I certify that one companion will accompany me to the special needs shelter.

Companion's name: _____

What type of assistance do you require on a daily basis? (Check all that apply)

☐ personal care (dressing/toileting)
☐ guidance (blind/visual impairment)
☐ communicating:
(☐ deaf ☐ nonverbal)
☐ skilled medical or mental health care:
(☐ intermittent ☐ continuous)
☐ mobility (walking/transferring)
☐ feeding
☐ wound care
If yes, what type of wound:_____
☐ taking medication
☐ airway suctioning

Do you require oxygen? ☐ Yes ☐ No If yes, how many hours a day? _____

Oxygen Provider: _____

Do you use medical equipment requiring electricity? ☐ Yes ☐ No (☐ intermittent ☐ continuous)

Specify equipment requiring electricity: _____

Do you require dialysis? ☐ Yes ☐ No If yes, how many times a week? _____

Are you receiving hospice or home health care? ☐ Yes ☐ No

Agency: _____Phone:_____

Do you require that transportation to a shelter be provided for you? ☐ Yes ☐ No

I use: ☐ Wheelchair (I can transfer myself: ☐ Yes ☐ No) ☐ Walker/Cane
☐ Crutches ☐ Guide dog/Service animal

I am bed bound: ☐ Yes ☐ No

I weigh over 300 pounds: ☐ Yes ☐ No

I have the following conditions: (Check all that apply)

- ☐ **Alzheimer's Disease**
  ☐ early ☐ moderate ☐ advanced
- ☐ **Cardiac**
  ☐ stable ☐ unstable
- ☐ **Cerebrovascular Accident (CVA)**
- ☐ **Chronic Obstructive Pulmonary Disease (COPD)**
- ☐ **Cystic Fibrosis**
- ☐ **Diabetes**
  ☐ Insulin dependent
  ☐ Non-insulin dependent
- ☐ **Dementia**
- ☐ **Emphysema**
- ☐ **Muscular Dystrophy**
- ☐ **Hip replacement**
  ☐ less than six months
  ☐ more than six months
- ☐ **Knee replacement**
  ☐ less than six months
  ☐ more than six months
- ☐ **Neuro-muscular disorders**
  ☐ early ☐ moderate ☐ advanced
- ☐ **Parkinson's Disease**
  ☐ early stages ☐ advanced
- ☐ **Psychosis**
  ☐ controlled ☐ uncontrolled
- ☐ **Seizures**
  ☐ controlled ☐ uncontrolled

Other: _____

Name of person filling out form: _____ **Telephone Number:** (____)_____

This section must be completed by Health Care Provider. Please print.

Health Care Provider: _____ **Phone:** (____)_____

Primary Diagnosis: _____

Secondary Diagnosis: _____

To the best of my knowledge and belief, the information provided on this form is correct and complete.

Health Care Provider's Signature: _____ **Date:** _____

Provider's License Number: _____

Applicant Signature & Health Insurance Portability and Accountability Act (HIPAA)

I certify that this information is correct. I understand that based on this application and the data I have provided, the Miami-Dade Office of Emergency Management (MDOEM) will determine which emergency evacuation assistance, if any, this program may be able to provide. I understand that assistance will only be provided for the duration of the emergency and that alternative arrangements should be made in advance in the event I am not able to return to my home. **I also understand that I am responsible for transportation charges for my evacuation and any costs associated with my stay at a hospital or other medical facility if I am admitted.** I grant permission to medical providers and transportation agencies and others as necessary to provide care and disclose any information required to respond to my needs.

HIPAA Privacy Rule: By signing this Authorization, I hereby allow the use or disclosure by MDOEM of my medical information pertaining to my health or me, as defined in the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, the HIPAA Privacy Rule, to be used for my evacuation to the appropriate shelter or facility.

(Continued on back page)

I understand that information used or disclosed pursuant to this Authorization may be subject to disclosure by the recipient for the purposes of evacuation, sheltering, transportation and any medical care pursuant to these services.

I understand that I have the right to revoke this Authorization at any time except to the extent that MDOEM has already acted in reliance on the Authorization. To revoke this Authorization, I understand that I must do so by written request to the Miami-Dade County Office of Emergency Management, 9300 NW 41 St, Miami, FL 33178, Attention: Special Needs Registry Coordinator.

I understand that if I choose to revoke this Authorization, I will no longer be part of the Special Needs Registry and will not be evacuated.

Signature of Applicant: _____ **Date:** _____

EMEOEM
Office of Emergency Management
9300 NW 41 Street
Miami, FL 33178

MIAMI-DADE COUNTY

Livre Bon Kalite Sèvis Chak jou

Konte Miami-Dade County
Pwogram Asistans Evakiyasyon Dijans

Enfòmasyon ak Enstriksyon Pou Aplikan

Pwogram Asistans Evakiyasyon Dijans-la se pou moun andikape oswa ak bezwen espesyal ki abite lakay yo epi ki bezwen èd pou yo evakye. Aplikan ki kalifye yo fèt pou genyen yon kondisyon medikal ki mande lojman ak asistans espesyal ki pa disponib nan yon sant evakiyasyon siklòn. Moun kap viv nan sant vyeyès oswa pansyon (ti gran-moun/kokobe) pa kalifye pou pwogram sa-a.

Rejis la kab itilize pou nenpòt ijans ki mande evakiyasyon, tankou inondasyon, siklòn oswa fwit pwodwi danjere (tankou fwit gaz). Resous yo limite; moun ki te deja anrejistre yo ap jwenn priyorite lè gen yon ijans. **Pa tann se lè yon evakiyasyon koumanse fèt pou w mande mete w nan rejis la.**

Sant evakiyasyon yo ap disponib kòm **dènye resous sèlman** pou moun ki pa genyen **lòt kote pou yo ale.** Si w bezwen evakye, chèche refij dabò kay fanmi, zanmi oswa òganizasyon kominotè. Sant evakiyasyon pou moun ak bezwen espesyal yo pa ofri menm nivo swen ak ekipman ak sa ki disponib nan sant sante yo. Yo kapab bay premye swen sèlman. Se pou moun kap okipe w lan rete avèk w pandan tout tan w nan sant evakiyasyon an.

Ekipman ak manje nan sant evakiyasyon siklòn yo limite. W dwe pote dra, medikaman ak zafè pèsonè w (manje, dlo, ekipman medikal). Yo rekòmande w manje yon bon repa anvan w kite lakay w epi tou pa bliye pote manje rejim espesyal, si li nesesè.

Ranpli **tout** pati nan aplikasyon an. Avan w remèt aplikasyon an, se pou doktè w ranpli ak siyen paj dèyè an. Si gen plis ke yon moun nan menm kay la ki bezwen asistans pou evakye, chak moun dwe ranpli yon fòm enskripsyon separe. Yon fwa ke yo asepte aplikasyon an, kat pou nou anresjistre avèk enstriksyon espesyal ap vin jwenn nou pa lapos. Li enstriksyon sa yo ak **anpil atansyon** epi mete yo nan yon kote pou yo pa abime. Mete tèt nou an plas, prepare nou byen epi rete alekout anka dijans pou nou konnen eskedil evakiyasyon yo.

Fè nou konnen tout kondisyon sante nou sitou si nou pral bezwen elektrisite pou ekipman medikal ak si nou bezwen anken transpò espesyal. Chak ane nou va kontakte w pou re-sètifye patisipasyon w nan pwogram sa-a. Yon fwa w fin enskri, w pa bezwen ranpli yon aplikasyon chak fwa. Si w gen anken kestyon oswa w bezwen plis enfòmasyon, tranpri rele Nimewo Ijans Bezwen Espesyal la nan (305) 513-7700. Lè w fini ranpli aplikasyon an voye li bannou nan :

Miami-Dade Office of Emergency Management
9300 NW 41 Street
Miami, FL 33178

Enfòmasyon sa-a disponib an Angle, Panyòl, Kreyòl ak Bray (sou demann). Pou enfòmasyon sou preparasyon pandan yon dezas rele Sant Repons la nan (305) 468-5900. Sèvis TTY/TDD Rele (305) 468-5402. W kab ale sou sitwèb nou an tou pou plis enfòmasyon: www.miamidade.gov/oem

Aplikasyon Pou Asistans Evakyason Dijans

Tanpri li enfòmasyon ak enstriksyon sa yo anvan nou kòmanse ranpli fòm nan. **Se pou Fòm sa-a ranpli nèt sinon yap voye-l tounen bannou.**

Tanpri ekri klè.

Dat aplikasyon an: _____/_____/_____

Siyati:_____ Prenon: _____ Inisyal: ____ Sèks: ☐ M ☐ F

Dat W Fèt: ____/_____/_____ Nimewo Sosyal Seklrite: _____-_____-_____

Kalite kay la: ☐ Kay/Diplèks ☐ Apt./Kondo (Ki etaj? _____) ☐ Kay Mobil/Trelè

☐ Kominote(site) ☐ Pansyon(ti granmoun/kokobe)

Adrès-W: _____ Nimewo Apatman.: _____

Vil: _____ Zip Kòd: _____

Adrès Lapos w (si li diferan de sa ki anwo-an):_____

Telefòn Lakay w: (____)_____ (Liy TTY/TDD ☐ Wi) Telefòn Travay- w: (____)_____

Lang w pale pibyen: _____

Non yon zanmi oswa yon fanmi pwòch ki pa rete avèk w:_____

Téléfòn Kay li:(_____)_____ Telefòn travay li: (_____)_____

Adrès li: _____ Vil: _____ Zip Kòd: _____

Mwen sètifye ke genyen yon moun ki pran swen mwen (konpayon) kap evakye avè'm.

Non konpayon: _____

Ki kalite èd ou bezwen chak jou? (Tcheke tout sa ki nesesè)

☐ swen pèsonèl (abiye/twalèt) ☐ mobilite (deplasman/mache) ☐ pran medikaman manje

☐ gide (moun avèg) ☐ manje ☐ dyaliz

☐ kominike (☐soud/☐bèbè) ☐ chanje pansman, Si wi, Ki kalite blesi: _____ ☐ sifonnen poumon

☐ swen medikal/mantal espesyalize: (☐ pafwa ☐ toutan) ☐ oksijèn: (☐ pafwa ☐ toutan)

Èske w sèvi ak ekipman medikal ki bezwen elektrisite? ☐ Wi ☐Non **(☐ pafwa ☐ toutan)**

Lis ekipman medikal ki bezwen elektricite yo: _____

Èske wap resevwa swen ospis oswa swen sante adomisil? ☐ Wi ☐ Non

Ajans:_____Telefòn: (_____)_____

Èske w bezwebn transpòtasyon pou w ale nan sant evakiyasyon an? ☐ Wi ☐ Non

Mwen itilizé: ☐ Chèz woulant (san èd _Wi _Non) ☐ "Walker(machè)"/Baton

☐ Beki ☐ Chen Gid(èd avèg)/Bèt sèvis

Mwen kouche toutan: ☐ Wi ☐ Non

Ki kotè w te aprann de pwogram sa-a?

☐ De sant médikal w oubyen de yon lot sant santé / Klyès? _____

☐ Nan télévizyon, radyo, oswa jounal

☐ Sou Internet

☐ De yon prezantatè

☐ Lot: _____

Men kondisyon mwen genyen ki se youn nan kondisyon lalwa Eta-a mande pou kalifye:
(Tcheke tout sa ke w genyen)

☐ **Maladi "Alzheimer"(pèdi memwa)** ☐ **Kadyak (kè)** ☐ **Konjesyon Serebral**
☐ fèk kòmanse ☐modere ☐ avanse ☐ sou kontwòl []san kontwòl

☐ **Maladi Konjesyon Poumon (COPD)** ☐ **Maladi Glann Poumon** ☐ **Maladi Rentretman kontinyèl dyaliz CAPD**

☐ **Dimensia** ☐ **Anfizèm** ☐ **Maladi Misk Kap Mourl (Muscular Dystrophy)**

☐ **Ranplasman hanch**
☐ mwens ke si mwa
☐ plis ke si mwa

☐ **Ranplasman jenou**
☐ mwens ke si mwa
☐plis ke si mwa

☐**Maladi Nè ak Misk**
☐ fèk komanse []modere
☐ avanse

☐ **Maladi Latranblad (Parkinson)**
☐ fèk kòmanse ☐ avanse

☐ **Foli**
☐ sou kontwòl ☐ san kontwòl

☐ **Kriz (malkadi/Nè)**
☐ sou kontwòl
☐ san kontwòl

Lòt maladi: _____

Non moun ki ranpli fòm-nan:_____ **Telefòn:**(____)_____

Siyati Moun Ki Aplike an ak Lwa Diskresyon HIPAA
(Health Insurance Portability and Accountability Act)

Mwen sètifye ke enfomasyon sa yo kòrèk. Mwen konnen ke dapre aplikasyon an avèk enfomasyon mwen bay, Biwo Administrasyon Ka Dijans ap détèminé ki kalite asistans pwogram nan kab bay, si ta gen evakiyasyon. Mwen Konnen ke asistans sa-a ap la pou periyò ijans-lan sèlman epi ke mwen dwe fè lòt aranjman alavans pou si oka mwen pa ta kab tunen lakay mwen. **Mwen konprann ke tout frè transpòtasyon pou evakiyasyon ak lòt frè medikal ap sou responsabilite pa mwen.** Mwen bay sant médikal yo, sèvis transpò yo, ak tout lòt sèvis yo, nempot enfomasyon yo ta bézwen pou yo réponn a bézwen'm.

Lwa Diskresyon HIPAA: Nan siyen otorizasyon sa a, mwen otorize Biwo Administrasyon Dijans Konte Miami-Dade (MDOEM) sèvi avèk oswa revele enfòmasyon medikal konsènen sante mwen oswa mwen menm menm, daprè règleman lalwa ki pibliye nan Lwa 1996 sou Kapasite pou Transfere ak sou Transparans Asirans Medikal, "Lalwa Konfidansyalite HIPAA", pou sèvi pou evakye mwen e mete mwen nan yon etablisman oswa lojman ki apwopriye.

Mwen konprann ke enfòmasyon ki sèvi oswa devwale dapre otorizasyon sa-a gendwa vin re-devwale pa resipyan an pou koze evakiyasyon, lòjman, transpòtasyon ak nenpòt swen medikal dapre sèvis sila yo.

Mwen byen konprann ke mwen gen dwa revoke Otorizasyon sa a nenpòt kilè esepte nan ka kote MDOEM gentan aji sou Otorizasyon an. Pou revoke Otorizasyon sa a, mwen konprann ke mwen dwe fè yon demann alekri voye bay Biwo Administrasyon Dijans Konte Miami-Dade, 9300 NW 41 St, Miami, FL 33178; atansyon, Kowòdinatè pou Moun ak Bezwen Espesyal.

Mwen konprann ke si mwen chwazi revoke Otorizasyon sa a, mwen pap sou Lis Moun ak Bezwen Espesyal la ankò e yo pap evakye m.

Siyati aplikan-an:_____ **Dat:**_____

Fè moun ki okupye santé ou ranpli.

This section must be completed by Health Care Provider. Please print.

Health Care Provider: _____

Phone: (____)_____

Primary Diagnosis: _____ **Secondary Diagnosis:** _____

To the best of my knowledge and belief, the information provided on this form is correct and complete.

Heath Care Provider's Signature _____ **Date:** _____

Provider's License Number: _____

EMEOEM
Office of Emergency Management
9300 NW 41 Street
Miami, FL 33178

Revised 3/2005

MIAMI-DADE COUNTY

Con excelencia día tras día

Programa de Asistencia Para Evacuación de Emergencias

Información e Instrucciones Para el Solicitante

El programa de asistencia para evacuación esta diseñado para las personas con necesidades especiales que requieran ayuda durante una evacuación. Los aspirantes elegibles deberán tener una condición médica que requiera refugio especializado, que no está disponible en un centro de evacuación de huracanes. Residentes de una vivienda con asistencia no son eligibles.

El registro puede ser utilizado para cualquier tipo de emergencia que requiera evacuación, tales como inundaciones, huracanes o derramamientos de materiales peligrosos (como un escape de químicas tóxicas). Los recursos son limitados y le daremos prioridad a las personas que tuvieron la previsión de presentar su solicitud con anticipación. **No espere hasta que empiece la evacuación para reservar su lugar en el registro.**

Los centros de evacuación estarán solamente disponibles como última alternativa para personas que no tienen otros recursos. Si usted necesita evacuar, debe primero buscar refugio con parientes, amigos o organizaciones comunitarios. Los centros de evacuación no tendrán comodidades del mismo nivel de cuidado disponible en un hospital o vivienda con asistencia. Solamente tendrán disponible asistencia médica básica. Deberá ser acompañado por una persona encargada de su cuidado y esa persona deberá permanecer con usted durante su estancia en el centro de evacuación.

Las provisiones en los centros de evacuación serán limitadas. Usted deberá llevar con usted sus suministros de supervivencia que incluye ropa de cama, medicamentos y artículos personales (alimentación, agua y equipo médico). Se recomienda comer antes de salir de su hogar y traer sus alimentos dietéticos especiales.

Complete todas las secciones de la solicitud adjunta. Su médico deberá llenar y firmar la porción de esta solicitud antes de someterla a nuestra oficina. Si más de una persona en su casa requiera asistencia durante una evacuación, cada uno de ellos debe entregar una solicitud separada. Instrucciones para la evacuación y una tarjeta de registro serán enviadas a usted una vez que se haya procesado y aceptado su solicitud. Lea estas instrucciones cuidadosamente y manténgalas en un lugar seguro. Prepárese sabiamente y permanezca alerta a los medios de comunicación durante emergencias.

Estaremos en contacto con usted para verificar su información personal y su necesidad de este programa cada año. Una vez que sea aceptada, usted no tendrá que volver a llenar esta solicitud. Si usted tiene cualquier pregunta o necesita información adicional, favor llamar al (305) 513-7700. Devuelva su solicitud a:

Emergency Evacuation Assistance Program
9300 NW 41 Street
Miami, FL 33178

Esta solicitud está disponible en Ingles, Español, Cróele y Braille. Si necesita información para la preparación de desastres, llame al Centro de Información al 3-1-1 ó (305) 468-5900. Si utiliza TTY/TDD llame al (305) 468-5402 para ambas peticiones.

Solicitud de Asistencia Para Evacuación de Emergencias

Por favor lea la información e instrucciones adjuntas antes de completar este formulario. Llene todos los datos que se les pide. **Si no recibimos la información completa, será devuelta.**

Por favor, use letra de molde y escriba claramente.

Fecha de solicitud: ___/___/___

Apellido:_____ Primer nombre:_____ Inicial segundo nombre: ____

Sexo: ☐ M ☐ F Fecha de nacimiento: ____/___/____ Numero de Seguro Social:_____-___-_____

Tipo de residencia: ☐ Casa/duplex ☐ Apto./condo (Piso: ____) ☐ Casa móvil/trailer ☐ Pensión ☐ Enfermería

Dirección:_____ Numero de Apto.:_____

Ciudad:_____ Código Postal:_____

Dirección de correo (si es diferente a la de arriba): _____

Teléfono: Hogar:(____)_____ Línea TTY/TDD: ☐ Sí

Numero Secundario:(____)_____

Idioma Principal: _____

Nombre del pariente más allegado (que no viva con Ud.): _____

Teléfono: Hogar:(____)_____ Oficina:(____)_____

Yo tengo una persona encargada de ocuparse de mí quien me acompañará al centro de evacuación.

Nombre del acompañante: _____

Indique el tipo de asistencia que necesita usted diariamente. (Marque todos aquellos necesarios)

☐ Cuidado personal (al vestirme, con la higiene)

☐ Movilidad (caminar/transferir)

☐ Guía (ciego o impedimento visual)

☐ Alimentación

☐ Medicamentos

☐ Comunicación (☐ sordo ☐ mudo)

☐ Cuidado de heridas, Que tipo de herida:_____

☐ Necesito ayuda médica o tratamiento mental (☐ intermitente ☐ continuamente)

☐ Necesito ayuda para limpiar las vías respiratorias

Uso equipos de oxigeno. ☐ Sí ☐ No **Cuantos horas al dia?** _____

Compania que provee su oxigeno: _____

Uso equipos médicos que requieren electricidad. ☐ Sí ☐ No (☐ **intermitente** ☐ **continuamente**)

Especifique equipo médico que requiere electricidad: _____

¿Recibe Ud. ayuda de un hospicio o cuidado de salud en el hogar? ☐ Sí ☐ No

Agencia:_____Teléfono: (_____)_____

Necesito transporte al centro de evacuación. ☐ Sí ☐ No

Yo uso:

☐ Silla de rueda (transferible por sí mismo ☐sí ☐no) ☐Andador/bastón ☐Muletas ☐Perro de guía/ animal de servicio

Estoy restringido a una cama: ☐ Sí ☐ No

Peso mas de 300 libras: ☐ Sí ☐ No

Tengo las siguientes condiciones: (marque aquellas necesarias)

☐ **Enfermedad de Alzheimer**
☐ principios ☐ moderada
☐ avanzada (en cama)

☐ **Cardíaca**
☐ estable
☐ no estable (ej: angina, etc.)

☐ **Accidente Cerebro Vascular (CVA)**

☐ **Enfermedad Pulmonar Obstructiva Crónica (COPD)**

☐ **Cystic Fibrosis**

☐ **Diabetes**
☐ insulina dependiente
☐ no dependiente de insulina

☐ **Demencia**

☐ **Enfisema**

☐ **Distrofia Muscular**

☐ **Cadera artificial**
☐ menos de seis meses
☐ más de seis meses

☐ **Rodilla artificial**
☐ menos de seis meses
☐ más de seis meses

☐ **Desorden Neuro-muscular**
☐ moderada ☐ avanzada

☐ **Enfermedad de Parkinson**
☐ comienzo ☐ avanzada

☐ **Psicosis**
☐ controlada ☐ incontrolable

☐ **Ataques epilépticos**
☐ controlados ☐ incontrolable

Otro:_____

Nombre de la persona llenando el formulario:

_____ **Teléfono:**(_____)_____

Por favor, pídale a su médico que llene la siguiente información.
This section must be completed by health care provider. Please print.

Health Care Provider:_____

Phone: (____)_____

Primary Diagnosis:_____ **Secondary Diagnosis:**_____

To the best of my knowledge and belief, the information provided on this form is correct and complete.

Health Care Provider's Signature:_____ **Date:**_____

Provider's License Number: _____

Firma del Solicitante y Health Insurance Portability and Accountability Act (HIPAA)

Yo certifico que esta información está correcta. Yo entiendo que basado en la información adjunta, la Oficina de Administración de Emergencias determinará el nivel de asistencia que necesito y asignarme a los programas adecuados. Yo entiendo que esta ayuda solo se hará posible durante la emergencia y que debo hacer los arreglos adecuados en caso que no pueda regresar a mi casa cuando termine la emergencia. **Entiendo que seré responsable por cualquier gasto para transporte para la evacuación y cualquier gasto asociado con mi estadía en un hospital u otra facilidad médica.** Le doy permiso legal a los proveedores de servicios médicos, agencias de transporte y otros como necesario a divulgar toda información personal requerida mientras responden a mis necesidades.

Firmando esta autorización, autorizo a la Oficina de Manejo de Emergencia del Condado Miami-Dade (OMEMD) seguiendo las regulaciones bajo la ley Health Insurance Portability and Accountability Act of 1996, the "HIPAA Privacy Rule", esta informacion médica que pertenece a mi salud o mí, sera utilizada para mi evacuación en caso de una emergencia.

(Sigue a la próxima página.)

Sé que el organismo que reciba los datos utilizados o divulgados conforme a esta autorización podrá hacer públicos dichos datos nuevamente con miras a la prestación de servicios de evacuación, refugio y transporte así como servicios de atención médica derivados de aquéllos.

Entiendo que tengo el derecho a revocar esta autorización en cualquier momento, a menos que OMEMD haya actuado ya en la autorización. Para revocar esta autorización, entiendo que debo hacerlo por escrito, a la Oficina de Manejo de Emergencia del Condado Miami-Dade 9300 NW 41 St, Miami, FL 33178, Atención: Coordinador de Ciudadanos con Necesidades E speciales.

Entiendo que si elijo revocar esta autorización, no seré elegible a ser parte del Registro de Ciudadanos con Necesidades Especiales, y no seré evacuado en una emergencia.

Firma del Solicitante: _____ **Fecha:**_____

EMEOEM
Office of Emergency Management
9300 NW 41 Street
Miami, FL 33178

OEM Rev. 3/2007

MIAMI-DADE PUBLIC HOUSING AGENCY

REASONABLE ACCOMMODATION POLICIES AND PROCEDURES

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

APPENDIX IV

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INTRODUCTION:

Policy Statement:

Miami-Dade Public Housing Agency (MDPHA) is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of MDPHA's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a MDPHA policy, MDPHA will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program, or an undue financial and administrative burden or would be neither reasonable nor necessary. In such a case, MDPHA will make another accommodation that will not result in a financial or administrative burden or be either unreasonable or unnecessary.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

MDPHA will post a copy of these Reasonable Accommodation Policies and Procedures in the applicant, resident and program participant waiting areas of the MDPHA Applicant and Leasing Center, Mobility Pool Center, Section 8 Offices, Regional Offices of the MDPHA; the offices of MDPHA's private management companies; and, the management office in each public housing development. In addition, individuals may obtain a copy of these Reasonable Accommodation Policies and Procedures, upon request, from Applicant and Leasing Center Eligibility Interviewers, Public Housing Site Managers, Section 8 Leasing and Contract Specialists, and MDPHA's ADA Coordinator.

For those who do not qualify as a person with a disability as defined by the Fair Housing Amendments Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, but who have a need for an accommodation because of a physical or mental impairment, MDPHA may still provide an accommodation to meet that need contingent upon reasonableness and availability of resources.

Legal Authority:

MDPHA is subject to Federal, state and local civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations:

See Section 504 of the Rehabilitation Act of 1973 (Section 504)[1]; Title II of the Americans with Disabilities Act of 1990 (ADA)[2]; the Fair Housing Act of 1968, as amended (Fair Housing Act)[3]; the Architectural Barriers Act of 1968[4], and the respective implementing regulations for each Act, State of Florida Statutes Sections 760.20-760.37, and Chapter 11A, *et. seq.* of the Code of Miami-Dade County.

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[1] 29 U S.C. § 794; 24 C.F.R. Part 8.
[2] 42 U.S.C. §§ 12101 et seq.
[3] 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100.
[4] 42 U.S.C. §§ 4151-4157.

Monitoring and Enforcement:

MDPHA's ADA Coordinator is responsible for monitoring MDPHA's compliance with the laws stated herein and this policy. Individuals who have questions regarding this policy, its interpretation or implementation should contact the ADA Coordinator in writing, by telephone, or by appointment, as follows:

ADA Coordinator
701 NW 1 Court, 16th Floor Miami, Florida 33136
(786) 469-4229 phone
(786) 469-4151 fax
Florida Relay Service: (800) 955-8771 (TDD/TYY)

Individuals may contact the ADA Coordinator regarding any complaints regarding their reasonable accommodation request.

In addition, individuals may exercise their right to appeal MDPHA's decision through the local offices of the following agencies:

United Stated Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
909 S.E. 1st Avenue
Miami, FL 33131
(305) 536-4479
TDD/TTY: (305) 536-4743

United States Department of Justice
99 N.E. 4th St.
Miami, FL 33132

General Policy Information:

The requirement to provide reasonable accommodation is intended to provide, for persons with disabilities, equal opportunity to participate in all housing programs administered by MDPHA through modification of policies, procedures, or structures. This policy is not intended to provide greater program benefits to persons with disabilities than to non-disabled residents, program participants or applicants. It may mean, however, that persons with disabilities will sometimes be treated differently, in order to ensure equal access to programs and services.

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

Information and documentation regarding the policy of reasonable accommodations will be given to applicants, residents and program participants during the admission and occupancy cycle, including but not limited to during the recertification process, and upon request (see "Notification to Applicants, Residents, and Program Participants Regarding Reasonable Accommodation Requests", page 10). Forms and other documents used for applicants, residents and program participants will, to the extent feasible, be written in plain, intelligible language. When appropriate, MDPHA will provide documents in accessible formats, provide

auxiliary aids, or, upon request, communicate with a third party designated by the applicant or resident.

Reasonable accommodations are made in response to individual requests from a qualified person with disabilities. The request may be made in any manner that is convenient for the person with disabilities. Accommodations will be unique to the individual with disabilities; individuals with the same disability may not need, or desire, the same level of accommodation. There is no standard approach. What works for one person may not work for another in the same situation.

MDPHA will not provide supportive services, e.g., counseling, medical, or social services that fall outside the range of services offered to residents. Further, MDPHA will make modifications in order to enable a qualified applicant/resident with disabilities to live in the housing, but is not required to offer housing of a fundamentally different nature. The test is whether, with appropriate modifications, the applicant/resident can live in the housing that MDPHA offers; not whether the applicant/resident could benefit from some other type of housing that MDPHA does not offer.

DEFINITIONS:

Applicant: A person who successfully follows all of the required steps identified by MDPHA as necessary for becoming a participant in one of MDPHA's housing programs (for example: the Public Housing, Section 8 Housing Choice Voucher, or Section 8 Moderate Rehabilitation programs).

Assistive Animals: Animals that are used to give assistance to persons with disabilities and are necessary as a reasonable accommodation. Assistive animals are also referred to as service animals, support animals or therapeutic animals.

Major Life Activities: These include caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. This is not an exhaustive list; other life activities can also be major.

Mitigating Circumstances: Situations in which a requested reasonable accommodation enables an applicant, resident, or program participant to become lease compliant.

Resident: A person who successfully follows all of the required steps identified by MDPHA as necessary for residing in a dwelling administered under MDPHA's Public Housing Program.

Person with Disabilities: A person who 1) has a physical or mental impairment that substantially limits one or more major life activities, 2) has a record of such impairment, or 3) is regarded as having such impairment.

Physical Or Mental Impairment: A variety of conditions, diseases, illnesses, disfigurements and disorders including hearing/orthopedic/visual/speech impairments, alcoholism, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance), cerebral palsy, cancer, or HIV infection, if the impairment substantially limits one or more major life activities.

Program Participant: A person who successfully follows all of the required steps identified by MDPHA as necessary for participating in MDHA's Section 8 Housing Choice Voucher or Section 8 Moderate Rehabilitation programs).

Reasonable Accommodation: a change, adaptation or modification to a policy, program, service, or workplace, which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, for example those, which are necessary in order for the person with a disability to use and enjoy his or her dwelling, including public and common use spaces.

Verification source: a qualified professional (not necessarily a physician) having knowledge of a person's disability who can verify the person's disability and need for a reasonable accommodation.

AUXILIARY AIDS AND EXAMPLES OF REASONABLE ACCOMMODATIONS:

To facilitate communication with persons with disabilities, MDPHA shall furnish appropriate auxiliary aids. "Auxiliary aids" means services or devices that enable persons with impaired sensory, manual or oral skills to have an equal opportunity to participate in, and to enjoy, the benefits of programs and activities. However, MDPHA is not required to provide individually prescribed devices, such as readers for personal use or study, personal hearing aids, walkers, canes, wheelchairs, or other devices of a personal nature. In determining what auxiliary aids are necessary, MDPHA shall give primary consideration to request(s) of the individual with disabilities.

Types of auxiliary aids and reasonable accommodations that MDPHA, when necessary and appropriate, readily supplies to applicants, residents and program participants include but are not limited to:

1. Allowing transfers to another dwelling upon verification by a qualified verification source of a disability-based need for the transfer.

2. Providing additional explanation of program rules and requirements.

3. Offering documents, in accessible formats (e.g., large type, computer disk or Braille) and in plain language.

4. Permitting rent payments and required communications to be mailed rather than delivered in person.

5. Providing accessible housing to applicants and residents.

6. Providing another housing offer if an applicant, resident or program participant can demonstrate good cause that the rejection of the initial housing offer, for example, was because of the disability of an applicant, resident or program participant's household member.

7. Making a dwelling unit, part of a unit or public and common use elements accessible.

8. Providing auxiliary aids, such as pencil and paper for those with speech difficulties, Telecommunication Device for the Deaf (TDD), Assisted Listening Device (ALD), a qualified sign language interpreter, or a reader, when necessary for effective communication between MDPHA and an applicant, resident or program participant.

9. Sending mail or making phone calls to a person designated as a contact person by the person with disabilities.

10. Allowing the use of assistive animals.

11. Considering the impact of "mitigating circumstances" regarding the rejection of an applicant for housing or when terminating the lease or terminating housing assistance to an applicant, resident, or program participant. If the applicant/resident/program participant requests such consideration or if more information is required, MDPHA will ask the applicant/resident/program participant to verify:

    a. that the applicant/resident/program participant has a disability;

b. that the specific situation(s) that led to application rejection or lease/housing assistance termination is/are caused by or occurred because of the disability or that the disability substantially contributes to the specific situation(s) that led to application rejection or lease/housing assistance termination;

c. that the proposed accommodation can reasonably be expected to prevent the recurrence of the situation(s) that led to application rejection or lease/housing assistance termination.

12. Reinstating applications of persons with disabilities, if the reason they did not submit their applications or respond to housing offers in the required time was reasonably related to their disability. Decisions will be made on a case-by-case basis, considering whether, because of the person's disability, the person was prevented from responding in time and considering reasons for reinstating of applications normally allowed for people without disabilities.

13. Reinstating applications of persons with disabilities, if the reason they did not submit their applications or respond to housing offers in the required time was failure on the part of MDPHA to provide effective communication.

14. Allowing a live-in aide to reside in an appropriately-sized dwelling unit.

15. Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment.

16. Permitting an outside agency or family member to assist an applicant, resident or program participant in meeting screening criteria or meeting essential lease obligations.

Aids, benefits, and services, to be equally effective, are not required to produce identical results for individuals with disabilities and non-disabled persons, but to afford individuals with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement.

FUNDAMENTAL ALTERATIONS TO THE PROGRAM OR UNDUE FINANCIAL AND ADMINISTRATIVE BURDEN:

MDPHA will deny reasonable accommodation requests which would require a fundamental alteration in the nature of its programs, services or activities, or which would create an undue financial and administrative burden or which are neither reasonable nor necessary. Determining a requested accommodation to be a fundamental alteration does not eliminate MDPHA's compliance responsibilities. If a requested action would result in a fundamental alteration or undue financial and administrative burden, MDPHA may take another action that would not result in a fundamental alteration but would nevertheless ensure that the person would have an equal opportunity to receive the program benefits and services. MDPHA's determinations with respect to fundamental alterations will be made on a case- by-case basis.

ESSENTIAL OBLIGATIONS OF TENANCY:

To help identify fundamental operations in the programs, six essential obligations of tenancy are listed below:

1. To pay rent and other charges under the lease in a timely manner;

2. To care for and avoid damaging the unit and common areas; to use facilities and equipment in a reasonable way; to create no health or safety hazards and to report maintenance needs;

3. Not to interfere with the rights and enjoyment of others and not to damage the property of others;

4. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; not to engage in drug-related criminal activity on or off the premises (for Public Housing, Section 8 Moderate Rehabilitation, Section 8 Housing Choice Voucher (Section 8 Voucher), and all applicable related programs);

5. To comply with all applicable US HUD regulations, and MDPHA rules, and program requirements and documents, (including the MDPHA Public Housing Conventional Lease and Community Policies and Section 8 HAP Contract) and to comply with health and safety codes; and

6. Actions that would change the essential obligations of tenancy.

TYPES OF ACTIONS CONSIDERED TO BE A FUNDAMENTAL ALTERATION:

Types of activities that would be considered to be a fundamental alteration to the program include but are not limited to:

1. Actions that require substantial modifications to, or elimination of, essential lease provisions, community policy provisions, or program eligibility or screening requirements based on the obligations of tenancy (e.g., admission of an unqualified family or family member);

2. Actions that require MDPHA to add supportive services; e.g., counseling, medical, or social services, that fall outside the range of existing services offered by MDPHA;

3. Actions that require MDPHA to offer housing or benefits of a fundamentally different nature from the type of housing or benefits that MDPHA offers; or

4. Actions that substantially impair MDPHA's ability to meet its essential obligations as a landlord, as defined in the MDPHA Conventional Public Housing Dwelling Lease (MDPHA Lease). MDPHA's obligations under the MDPHA Lease include management, administration, maintenance, or other services required for the operation of the program or upkeep of the property.

REASONABLE ACCOMMODATION PROCEDURES:

Initial Reasonable Accommodation Procedures:

1. MDPHA's *Reasonable Accommodation Request* form will be provided to all applicants as an attachment to MDPHA's application when the waiting list is opened.

2. During any point in the application process, applicants may make written requests using the Reasonable Accommodation form or if they are unable to complete the form, make a verbal request for reasonable accommodations to the following address and/or by calling the phone number indicated below:

Attention: Manager, Applicant and Leasing Center (ALC)
Miami-Dade Public Housing Agency - ALC
2925 N.W. 18th Ave.
Miami, FL 33142
(305) 638-6464
Florida Relay TDD/TTY: (800) 955-8771

Prior to eligibility interviews, applicants will send completed reasonable accommodation forms, and make all related requests and inquiries to, the ALC Manager. Also during this period, the ALC Manager or designee will send all necessary forms, and process all reasonable accommodation forms, requests and inquiries.

Notification to Applicants, Residents, and Program Participants Regarding Reasonable Accommodation Requests:

MDPHA's Reasonable Accommodation Policies and Procedures, which includes the Reasonable Accommodation Request and Notice of Nondiscrimination on the Basis of Disability, will be posted in appropriate MDPHA business offices listed on page 1. The Notice of Right to a Reasonable Accommodation, Reasonable Accommodation Request, and Reasonable Accommodation Information forms will also be provided at eligibility determination, move-in and recertification by the Site Manager (Public Housing) or MDPHA Contract and Leasing Specialist (Section 8) or their designees. When the designated employee (see "Making a Reasonable Accommodation Request", page 11) provides theses forms, the recipient must sign the Acknowledgement of Receipt of Reasonable Accommodation Documents form, a copy of which must be placed in the recipient's file.

Forms and letters have been developed for an applicant, resident or program participant to request a reasonable accommodation. These forms are listed in the Appendix and are explained in later sections of this policy.

Although the process for requesting a reasonable accommodation is standardized, each request will be treated uniquely. The results will be unique to the individual, the property, and/or circumstances involved. Whenever possible, reasonable accommodation decisions will be made in a timely manner, and both denials and agreements to make accommodations will be documented in writing. If applicable, forms and notifications will be provided to the applicants, residents or program participants in an accessible format (such as Braille, large print, or audio tape) upon request.

Any meetings required by this policy will be held at an accessible location. Auxiliary aids will be provided upon request, where necessary to afford an individual with disabilities an equal

opportunity to participate in, and enjoy the benefits of MDPHA's programs and/or activities. Auxiliary aids are services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, MDPHA's programs or activities and include, but not limited to, qualified sign language interpreters, telecommunication devices for deaf persons (TDD's), Braille materials, audio recordings, materials in large print, note takers, or assistive listening devices. If auxiliary aids are requested by any person, including but not limited to an applicant, resident or program participant, such accommodations shall be made available. This requirement is contingent upon the requestor having given prior notification to MDPHA, e.g., on the application form in the case of an applicant, before any meetings held by MDPHA, etc. A person requiring an auxiliary aid shall make their request to MDPHA by providing a minimum of five (5) days advance notice. In most instances, this will allow sufficient time to provide these accommodations.

Appointments letters, notices of meetings, brochures and other MDPHA communications inform applicants, residents and program participants of their rights to auxiliary aids and how to contact the MDPHA staff person to whom these requests should be made. All MDPHA staff persons receiving requests for auxiliary aids will record these requests on the "Auxiliary Aids Request" form.

If MDPHA is not able to accommodate a disabled person who has requested an auxiliary aid, MDPHA will take appropriate action, including, but not limited to, rescheduling any meetings.

The Miami-Dade County contract for sign language interpreter services has a 48-hour advance cancellation requirement. In order to ensure compliance with this cancellation policy and prevent charges in full if the requirement is not met, the requestor will be required to notify staff or the County no less than 72 hours in advance if he/she anticipates not being able to attend the scheduled activity.

MDPHA will schedule sign language interpreters when a request is received at least five (5) days prior to any scheduled activity.

Making a Reasonable Accommodation Request:

Applicants, residents and program participants may make a reasonable accommodation request at any time. If the applicant/resident/program participant is unable to complete any of the following reasonable accommodation forms (Request Forms): *Reasonable Accommodation Request*, Live-*in Aide Agreement*, or *Release of Disability-Related Special Needs in Case of Emergency Evacuation* (Public Housing Only) forms, the request will still be considered. If the applicant/resident/program participant is unable to complete any of the Request Forms, the Eligibility Interviewer, Site Manager, Contract and Leasing Specialist, or other designated employee must offer assistance and, upon consulting with the applicant, resident or program participant, complete the Request Forms to the best of his or her ability for record-keeping purposes. The designated employee must review the completed Request Forms, as appropriate, with the applicant, resident, or program participant. The designated employee must ensure that all reasonable accommodation requests are written on the applicable forms, no matter how the requests are communicated. The designated employee shall not give any assurances to the applicant, resident, or program participant that the request for reasonable accommodation will be granted or denied, but shall convey to the applicant, resident, or program participant that the requests will be reviewed and a final determination will be made at a later date described within this policy. If the accommodation is reasonable, MDPHA will consider the request.

The general procedures for making a reasonable accommodation request (subsequent to application process) are as follows:

1. At the eligibility determination phase, the Eligibility Interviewer, Contract and Leasing Specialist or other designated employee shall provide the *Notice of Right to a Reasonable Accommodation*, *Reasonable Accommodation Request* (which includes an attachment entitled "Examples of Reasonable Accommodations") and *Reasonable Accommodation Information* forms. The designated employee must obtain the signature of the applicant on the *Acknowledgement of Receipt of Reasonable Accommodation Documents* form indicating that he or she has received these forms. That form must be kept in the applicant's file. The Eligibility Interviewer, Contract and Leasing Specialist or other designee is the person to whom requests should be submitted at this phase. The designated employee shall also read a script entitled *Reasonable Accommodation Script* that clearly and simply indicates what a reasonable accommodation is and the fact that an applicant, resident or program participant has a right to a reasonable accommodation. The designated employee shall ask all applicants if they want to designate a contact person if needed to assist them because of their disability.

2. The Site Manager, Contract and Leasing Specialist or designated employee will notify all Public Housing residents/Section 8 program participants of their right to request a reasonable accommodation by providing them with the *Notice of Right to a Reasonable Accommodation, Reasonable Accommodation Request, and Reasonable Accommodation Information* forms during move-in and recertification. They will also be notified that they may obtain additional *Reasonable Accommodation* forms from the designated employee at any time.

3. Applicants, residents, and program participants will submit all requests for reasonable accommodation to the designated employee as appropriate (see paragraphs 1 and 2 above) on the Request Forms and will obtain the Request Forms from those employees. Applicants, residents, and program participants will also obtain the Authorization for Release of Information from the designated employees as appropriate (see paragraphs 1 and 2) and return completed copies of these release forms to those same employees. If applicants, residents or program participants cannot use or complete a form because of their disability, the designated employee will still respond to their requests for reasonable accommodation and assist the applicant, resident or program participant in completing and using the form.

4. MDPHA shall assure that all medical records or any other documents related to the medical condition of the applicant, resident or program participant are protected from disclosure pursuant to all applicable federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and Chapter 119 of the Florida Statutes (Public Records Law). All documents regarding the medical condition of applicants, residents, and program participants must be stored in secure, locked cabinets in the offices of the Applicant and Leasing Center Tenant Selection Supervisor, Public Housing Regional Manager or Section 8 Tenant Selection Supervisor (as applicable). Medical documents must never be stored with applicant or tenant files. Access to medical documents and information is restricted solely to those employees who must have access to that information in order to provide a reasonable accommodation. This may include the ADA Coordinator, Applicant and Leasing Center Chief (for applicants), Regional Managers (for Public Housing residents), and Tenant Selection Supervisors (for applicants and Section 8 program participants).

5. Within two (2) business days of receipt of the Request Form, the Eligibility Interviewer (for applicants), Site Manager (for Public Housing residents), Contract and Leasing Specialist (for Section 8 Moderate Rehabilitation applicants and for Section 8 program participants) or other designated employee will fax a copy of the Request form and the following Verification Forms (as applicable) to the verification source indicated on the Request Form to verify disability and document the need for the reasonable accommodation: *Reasonable Accommodation Verification*, *Letter to Verification Source for a Reasonable Accommodation Request*, and *Live-in Aide Agreement/Live-in Aide Verification*. The fax notifies the verification source that the completed Verification form must be returned to the designated employee within ten (10) business days and that failure to do so may result in the request being denied.

6. Within two (2) business days of receipt of the Request Form the designated employee will also forward this form to the ADA Coordinator for monitoring purposes.

7. The designated employee places a follow up call to the verification source within one (1) business day of faxing the documents to confirm receipt of the documents. If the forms have not been returned to the designated employee within five (5) days of being sent, the designated employee faxes a reminder to the verification source that the completed Verification form must be returned to the designated employee within five (5) business days and that failure to do so may result in the request being denied. If the Verification form is returned within ten (10) business days of being sent, proceed to step 8 (below). If the verification source does not return the Verification form within ten (10) business days of being sent, the designated employee forwards this information to the Applicant and Leasing Center Tenant Selection Supervisor, Public Housing Regional Manager, Section 8 Tenant Selection Supervisor or other designated supervisor who must forward the documents to the ADA Coordinator with their recommendation for denial.

8. Within two (2) business days of receipt of the completed Verification Form and any supporting documentation, the designated employee will forward the applicant's, resident's, or program participant's Request Form, Verification Form, and any supporting documentation to the designated supervisors in a sealed envelope.

9. The following forms may be used by the designated supervisor (see item 6, above) to communicate with applicants, residents or program participants and verification sources regarding Request and Verification Forms: *Letter to an Applicant, Resident, or Program Participant for a Meeting About Reasonable Accommodation* (if applicable), *Request for More Information or Verification Regarding a Reasonable Accommodation Request*, or *Letter to Verification Source for a Reasonable Accommodation Request* (as applicable).

10. Should the designated supervisor determine that the Verification Form is incomplete or lacking in adequate detail, the designated supervisor will fax the form to the verification source within two (2) business days of receipt. The fax will indicate the necessary changes, and advise the verification source that the necessary changes must be incorporated and the corrected form must be returned within ten (10) business days. The fax also informs the verification source that failure to return the corrected form within the allotted time may result in the request being denied. The designated supervisor will place a follow-up phone call within one (1) business day of sending the fax to confirm receipt. The designated supervisor will send a reminder fax within five (5) business days of sending the fax should the documents fail to be returned within that time, again informing the verification source that failure to return the corrected form within the allotted time (five (5) days) may result in the request being denied. If the verification

source returns the corrected Verification Form within ten (ten) business days, proceed to the decision processes outlined in items 11 and 12 below. Should the verification source fail to return the corrected Verification Form within the allotted ten (10) business days, the designated supervisor will forward all Request and Verification Forms and any other applicable documents to the ADA Coordinator with recommendation that the reasonable accommodation request be denied for lack of proper verification, but that the request will be reconsidered should the requestor wish to resubmit it.

11. All decisions of the designated supervisors to grant reasonable accommodations will be communicated in writing (or in the appropriate, accessible format as previously indicated) to the applicant, resident or program participant and the ADA Coordinator within ten (10) business days of their receipt of correctly completed Request and Verification Forms via the *Approval/Denial of Reasonable Accommodation Request* form. The *Approval/Denial of Reasonable Accommodation Request* (Approval/Denial) form also advises the requestor of a projected date (if that can be estimated at the time of approval) by which MDPHA intends to provide the accommodation and indicates a phone number for the requestor to call in case of questions. If necessary, the ADA Coordinator is available for consultation on these matters. All requests for reasonable accommodation that are approved by the designated supervisors will be implemented or the process of implementation will begin within fourteen (14) days. If the implementation or the initiation of implementation should be longer, the requestor will be notified in writing within fourteen (14) days with an estimated date of completion.

12. All recommendations by the designated supervisor to deny reasonable accommodation requests must be reviewed by the ADA Coordinator prior to being released to the requestor. The designated supervisor will transmit his or her recommendations to deny reasonable accommodation requests to the ADA Coordinator within ten (10) business days of their receipt of the Request and Verification Forms. All decisions of the ADA Coordinator to grant or deny reasonable accommodation requests will be communicated in writing via the *Approval/Denial of Reasonable Accommodation Request* form (or in the appropriate, accessible format) to the applicant, resident, or program participant within thirty (30) business days receipt of the designated supervisor's recommendation, the Request and Verification Forms, and all other supporting documentation. Should the requestor wish to contest any adverse action pursuant to the Reasonable Accommodation Grievances and Appeals section, he or she may do so by requesting a Reasonable Accommodation Grievance or Appeal Hearing (Hearing). The *Approval/Denial of Reasonable Accommodation Request* form provides information regarding MDPHA's grievance/appeals procedure. If the person who wishes to contest an adverse action is unable to do so by written means because of his or her disability, MDPHA will consider alternate means by which the person may communicate the appeal. Should the requestor wish to contest the Reasonable Accommodation Grievance or Appeal Hearing Committee's decision, he or she may do so by following the *Miami-Dade Grievance Process, Americans with Disabilities Act of 1990.*

13. See the "Reasonable Accommodation Grievances and Appeals" section for additional information.

All forms must be date- and time-stamped by the MDPHA employees who receive them.

Determining Whether to Provide the Accommodation:

1. The first step in determining whether to provide the accommodation is to verify whether the party requiring the accommodation meets the definition of an Individual with Disabilities. The designated supervisors will determine this by using the applicable Verification Form(s) re*ceived from verification source.*

    a. *If NO, MDPHA is* not obligated to make a reasonable accommodation, and may deny the request. All final decisions to deny are made by the ADA Coordinator.

    b. If YES, go to step 2.

    c. If more information is needed, the designated supervisor will notify the verification source and/or applicant/resident/program participant (as applicable) about this request, using the standard *Request for More Information or Verification Regarding a Reasonable Accommodation Request* form, or a meeting or discussion will be requested to obtain addit*ional information using the Letter to an Applicant, Resident, or Program Participant for a Meeting About Reasonable Accommodation.*

2. The second step is to verify that the requested accommodation is related to the disability (for example, if a person (who was the only household member) had a disability but no mobility impairment, and requested a wheelchair-accessible dwelling, the requested accommodation would not be related to the disability). The designated supervisor will determi*ne this by using the applicable Verification Form(s) received from ver*ification source.

    a. If NO, MDPHA is not obligated to make the accommodation, and may deny the request. All final decisions to deny are made by the ADA Coordinator.

    b. If YES, go to step 3.

    c. If more information is needed, the designated supervisor will notify the verification source and/or applicant/resident/program participant (as applicable) using the *Request for More Information or Verification Regarding a Reasonable Accommodation Request* form, or request a meeting or discussion using the *Letter to an Applicant, Resident, or Program Participant for a Meeting About Reasonable Accommodation.*

3. Is the requested accommodation reasonable? The Guidelines For Determining Reasonableness listed below will be followed by the designated supervisor in determining the reasonableness of the request.

    a. If YES, MDPHA will approve the request for reasonable accommodation. A written description of the accommodation will be included in the approval letter.

    b. If NO, MDPHA may deny the request or may suggest/offer another alternative accommodation if appropriate. The denial or suggestion/offer will be made in writing (in an accessible format, if requested). All denials must be submitted to the ADA Coordinator for review prior to release to the requestor.

c. If more information is needed, the designated supervisor must either write for more information and notify the verification source and/or applicant/resident/program participant (as applicable) using the standard *Request for More Information or Verification Regarding a Reasonable Accommodation Request* forms, or request a meeting or discussion using the *Letter to an Applicant, Resident, or Program Participant for a Meeting About Reasonable Accommodation.*

Guidelines for Determining Reasonableness:

1. The purpose of the Verification Forms is to verify:

    a. That the requestor is a person with disability;

    b. That the requested accommodation is related to the applicant's, resident's, or program participant's disability; and

    c. That the requested accommodation would (or will) provide the applicant/resident/program participant with an equal opportunity to use and enjoy MDPHA housing programs.

2. MDPHA retains the right to investigate alternatives to the requested accommodation, and/or alternative methods of providing the requested accommodation.

3. If an alternate accommodation satisfies the needs of the person with disabilities and is equally effective, MDPHA may select the accommodation that is most convenient and cost-effective. MDPHA will take the preferences of the applicant/resident/program participant into consideration in making such a determination. An alternative accommodation may include a change in procedure or policy, rather than a structural change, when the policy or procedure change would be equally effective. Under any circumstance, the requestor would still have a right to request an additional accommodation should the alternate accommodation proves unsatisfactory. The requestor retains the right to request an additional accommodation as needed.

4. If the requested accommodation constitutes a fundamental alteration to any MDPHA program, and there are no other appropriate solutions, the request will be denied, and the designated supervisor recommending denial of the request must provide documentation to the ADA Coordinator explaining why the request would constitute a fundamental alteration. The ADA Coordinator shall conduct an independent review to determine if approval or denial of the request is appropriate.

5. If the requested accommodation creates an undue financial and/or administrative burden, and there are no other appropriate solutions, the designated supervisor recommending denial of the request must provide documentation to the ADA Coordinator explaining why the request would constitute an undue financial and/or administrative burden. The ADA Coordinator shall conduct an independent review to determine if approval or denial of the request is appropriate.

Reasonable Accommodation Grievances and Appeals:

If an applicant, resident or program participant disagrees with a reasonable accommodation decision, he or she may request a Reasonable Accommodation Grievance and Appeal Hearing

by submitting a request which may be written, oral or by any other means of communication accessible by the requestor. The name, address and phone number of the contact person for scheduling a Reasonable Accommodation Grievance and Appeal Hearing is:

ADA Coordinator
701 NW 1 Court, 16th, Floor
Miami, Florida 33136
(786) 469-4229 (office)
Florida Relay Service: (800) 955-8771 (TDD/TTY)

MDPHA's Reasonable Accommodation Grievance and Appeal Hearing Committee shall convene the grievance or appeal hearing within thirty (30) business days of the receipt date of the request. The Reasonable Accommodation Grievance and Appeal Hearing Committee is composed of the members of the Section 504/ADA Policy Committee appointed by the MDPHA Director. The Section 504/ADA Policy Committee members are MDPHA Division Directors and other applicable staff whose responsibilities include matters related to Section 504/ADA. No MDPHA employee who was involved in the initial decision(s) regarding a reasonable accommodation request that is the subject of a hearing shall sit on MDPHA's Reasonable Accommodation Grievance and Appeal Hearing Committee during the hearing related to that request.

The applicant, resident or program participant may bring documents, witnesses and/or representatives to the Reasonable Accommodation Grievance and Appeal Hearing in order to contest the manner in which a reasonable accommodation is proposed to be (or was) implemented, the denial of a reasonable accommodation request, or any other applicable disability-related decision made my the ADA Coordinator.

Should the requestor wish to contest the Reasonable Accommodation Grievance and Appeal Hearing Committee's decision, he or she may do so by following the Miami-Dade County ADA Grievance Process.

Discontinuation of Reasonable Accommodation:

MDPHA will not change or discontinue a reasonable accommodation, or a particular method of providing such accommodation, without giving notice. Notice of the change or discontinuation of a reasonable accommodation will be given to the applicant, resident or program participant with disabilities and it will include a request for the resident to indicate if the change would not meet his or her needs, and notification that the resident has the right to appeal the decision to change or discontinue the accommodation.

Application and Waiting List:

The application and/or application instruction forms for all Public Housing, Section 8 Housing Choice Voucher and Section 8 Moderate Rehabilitation programs shall include the following:

1. Notice that if the applicant is unable to complete the application due to disability, or needs the form in an alternate format, he or she may request such assistance.

2. Notice of the manner in which the applicant should request the required assistance as described in the item above.

3. A question prompting the applicant to indicate whether he or she or a member of the household has a disability.

4. A question prompting the applicant to indicate any special features a household member requires in a rental unit because of disabilities.

In the Public Housing and Moderate Rehabilitation programs, priority for a vacant unit with accessibility features will be given first to current residents who require those features, and then to applicants requiring the same. If there is no other resident or applicant on the waiting list needing units with accessibility features, MDPHA may house the next eligible, non-disabled applicant in the unit. MDPHA will also inform the applicant that pursuant to MDPHA's policy and MDPHA's Public Housing Lease, if another resident or eligible applicant requires the accessible features of the accessible unit, and another unit is available, then the non-disabled family/individual residing in the unit with accessible features must transfer to another unit within fifteen (15) days receipt of notice to move.

Notwithstanding MDPHA's policies, residents who require a transfer as a reasonable accommodation are not prohibited from transferring within the first year of residency.

In addition, MDPHA may grant an exception to its Occupancy Policies (set forth in the Section 8 Administrative Plan (Admin Plan) and the Public Housing Admissions and Continued Occupancy Policy (ACOP)) by providing a larger unit as a reasonable accommodation to a family member with disabilities.

MDPHA may allow an applicant or program participant family to have an extra bedroom to accommodate a family member who requires certain medical equipment or for other verifiable reasons. The need for such equipment must be verified by a qualified health care professional as a necessary reasonable accommodation.

MDPHA may grant reasonable accommodations by reinstating applicants with disabilities, who fail to respond within the required time frame to inquiries regarding updating the waiting list, if the reason they did not respond is reasonably related to their disability. MDPHA may grant reasonable accommodations by reinstating applicants with disabilities for other reasons on a case-by-case basis.

Mitigating Circumstances:

General failure to comply with lease terms or other program policies may lead to termination or denial of assistance.

The ACOP and Admin Plan indicate that MDPHA Public Housing residents or family members and Section 8 program participants shall comply with all lease terms including but not limited to:

- Any violent criminal activity,
- Any drug-related criminal activity, or
- Other activities in violation of the lease.

MDPHA staff may become aware that an applicant's ineligibility determination, or a resident's or program participant's termination of assistance determination, occurred because of his or her disability. This knowledge may be acquired during an informal review for applicants or during an informal hearing for residents or program participants. This section addresses this issue.

If an applicant, resident or program participant has a history of behavior or displays behavior that may result in a violation of the MDPHA Lease or in violation of program regulations or policies, the MDPHA Tenant Selection Supervisor (Supervisor), Regional Manager or other designated employee may make an initial determination that the applicant is ineligible or that the resident or program participant should be terminated.

The notices of ineligibility (for applicants) or termination of assistance (for residents and program participants) inform applicants of their right to request an informal review or residents and program participants of their right to an informal hearing.

During the informal review or hearing, if the applicant, resident or program participant informs the Hearing Officer that a requested reasonable accommodation may enable the applicant to become lease compliant, the Hearing Officer will forward the reasonable accommodation request to the ADA Coordinator and continue the informal review until the ADA Coordinator renders his or her determination.

Applicants may appeal the ADA Coordinator's determination according to the processes described in the Reasonable Accommodation Grievance and Appeals section.

Disability-Related Activities and Reasonable Accommodations Unique to the Section 8 Program:

MDPHA will do or allow the following:

1. MDPHA will encourage participation in the Section 8 Voucher program by owners, including encouragement of participation by owners having accessible units.

2. The MDPHA Section 8 Contract and Leasing Specialist (Specialist) or designee will furnish a current listing of available accessible units known to MDPHA to all families that include a person with a disability and, if necessary, otherwise assist the family in locating an available accessible dwelling unit in an accessible environment, to the extent feasible.

3. The Specialist or designee will take into account the special problem of ability to locate an accessible unit in an accessible environment when considering requests by eligible individuals with disabilities for extensions of Section 8 Vouchers.

4. The Specialist or designee will allow Section 8 Voucher holders to request a reasonable accommodation, in the form of an extension of the issued Voucher beyond 120 days, by following the standard reasonable accommodation request procedure. Approvals of voucher term extensions beyond 120 must be consistent with the Admin Plan.

5. MDPHA may, if necessary as a reasonable accommodation for an individual with a disability, approve a family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities. *See* 24 C.F.R. §§ 8.28 and 982.504(b)(2).

6. Upon request by an applicant, participant, or their representative, MDPHA will ask the HUD Field Office for an exception payment standard up to 120% of the Fair Market Rent (FMR). However, the applicant, participant or the representative, must provide documentation of the need for the exception payment standard to MDPHA.

7. In exceptional cases, MDPHA may ask the Assistant Secretary for Public and Indian Housing of HUD for an exception payment standard amount over 120% of the FMR, provided the applicant, participant or the representative provides the appropriate supporting documentation.

8. Upon request, the Supervisor or designee may allow a higher utility allowance as reasonable accommodation for a person with disabilities, if appropriate.

9. The Supervisor or designee shall deny participation of units when the owner is the parent, child, grandparent, grandchild, sister or brother of any member of the participant family, unless the Supervisor or designee determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. The process by which a participant family may request such accommodation is described on pages 11 through 15. All initial recommendations to deny reasonable accommodation requests must be reviewed by the ADA Coordinator for final determination.

10. Annual recertifications shall be conducted at the offices of the MDPHA Private Rental Housing Division. If a housing program participant is unable to come to the office for the recertification due to disability, the Supervisor or designee may allow, on a case-by-case basis, and at the request of the program participant, the program participant to be reexamined either by mail or by an at-home visit.

11. The Supervisor or designee will take into consideration the interests of persons who are disabled in making decisions as to which family member shall assume the application if the family divides.

12. Permitting requests for extensions of Section 8 Vouchers may be allowed if there is a difficulty in locating a unit with suitable accessible features or otherwise appropriate for the family.

MDPHA PUBLIC HOUSING ASSISTIVE ANIMAL POLICY:

Assistive animals are also referred to as service animals, support animals or therapeutic animals. They give assistance to persons with disabilities and are necessary as a reasonable accommodation.

Animals **do not** have to be trained to be assistive animals. An animal not trained to be an assistive animal, yet prescribed to provide emotional support to improve a person's symptoms caused by chronic mental illness, is also an example of an assistive animal. In addition, a seeing-eye dog or a dog trained to assist a hearing impaired person would also be examples of assistive animals.

MDPHA will not charge a pet deposit for an assistive animal kept in accordance with all MDPHA policies and housed in a development or building owned by Miami-Dade County and administrated by MDPHA. All residents are, however, responsible for reimbursing the appropriate parties should their assistive animal cause damage to the unit, the common areas and elements or to any other the property of the residents in a development or building owned by Miami-Dade County and administrated by MDPHA, including but not limited to the property occupied by other residents of the public housing development or other property owned by Miami-Dade County and administrated by MDPHA.

MDPHA will also not apply its animal weight policy or any other policy which will unreasonably deny a disabled applicant, resident or program participant, who requires an assistive animal, the full use and enjoyment of his or her dwelling or the common areas.

The MDPHA Regional Manager or designee will use the following steps when considering a request for an assistive animal as a reasonable accommodation:

1. Public housing applicants who have received public housing offers, and public housing residents may use the *Reasonable Accommodation* form to request an assistive animal as a reasonable accommodation.

2. Public housing applicants who have received public housing offers, and public housing residents use the *Reasonable Accommodation Verification* to obtain verification that the person for whom the assistive animal is requested is a person with a disability as defined in Section 504, the ADA and the Fair Housing Act regulations and that the requested animal is needed to assist with the disability.

3. Refer to the information in the section entitled "Making a Reasonable Accommodation Request" on pages 11 through 15 of these policies and procedures for the steps in processing these and other reasonable accommodation requests.

4. Compliance with the assistive animal policies will be required to the extent feasible without violating the individual's rights to have an assistive animal.

5. The assistive animal owner shall be responsible for the animal's care and the animal must be kept according to MDPHA's Lease and Community Policies.

6. If the animal or its care subsequently poses a public health problem or results in a lease violation, the problem will be addressed, under the terms of the MDPHA Lease and Community Policies. In such a case, the MDPHA Site Manager or designee may send the resident a Notice of Lease Violation.

SECTION 8 ASSISTIVE ANIMAL POLICY:

Section 8 owners are required to comply with all applicable federal, state and local laws that protect the rights of the disabled. Accordingly, where Section 8 tenants require assistive animals as a reasonable accommodation, Section 8 owners may not require the owners of assistive animals to pay pet deposits, neuter their animals, or adhere to limits on the weight, size, and number of assistive animals.

LIVE-IN AIDES:

A live-in aide is a person eighteen (18) years of age or older who resides with one or more elderly (at least sixty-two (62) years of age), near-elderly (at least fifty (50) years of age but below sixty-two (62) years of age), or disabled (see the definition of a person with disabilities on page 4) person(s) and who is determined to be essential to the care and well-being of the person; is not obligated for the support of the person; and would not be living in the unit except to provide the necessary supportive services. A relative may be considered a live-in aide, but must meet all the criteria listed herein. Persons with children or spouses may, on a case-by-case basis, be allowed to serve as Live-in Aides.

Requests for live-in aides are subject to the foregoing policies. The two forms discussed below replace the Reasonable Accommodation Request and Reasonable Accommodation Verification forms (respectively) for purposes of requesting a live-in aide as a reasonable accommodation.

1. The *Live-in Aide Agreement* is the form on which:

    a. The head of household shall request the live-in aide. The requestor may make this request for him or herself, or for a household member.

    b. The requestor provides the designated employee with information related to the request and the live-in aide.

    c. The requestor shall provide the designated employee with the name and contact information of the verification source from whom the requestor is obtaining verifications and other information essential for obtaining a live-in aide.

2. The *Live-in Aide Verification* is the form on which:

    a. The verification source verifies that the person for whom the Live-in Aide is being requested qualifies for, and requires, the live-in aide. The verification source must also verify that the live-in aide is qualified to provide the appropriate services to the household member.

The designated employee faxes the *Live-in Aide Verification* form to the verification source to help ensure the form is filled out by the designated verification source.

The designated employee may approve a written request for a live-in aide upon receipt of verification documentation including, but not limited to, completed *Live-in Aide Agreement* and *Live-in Aide Verification* forms. If the designated employee approves, or the ADA Coordinator denies, the request for a live-in aide, he or she will inform the requestor by means of the Approval/Denial of Reasonable Accommodation Request form.

The live-in aide may live in the unit solely to care for the family member and qualifies for occupancy only for as long as the individual requires the supportive services and is living in the unit. MDPHA shall deny occupancy of the unit to the live-in aide after the tenant, resident or program participant, for whatever reason, is no longer living in the unit.

A relative may be considered as a live-in aide but must meet all the criteria outlined in this section and must be qualified to provide care for the family member. The tenant and the live-in aide shall acknowledge that the live-in aide does not have any right to the unit and does not

qualify for continued occupancy as a remaining family member by signing the *Live-in Aide Agreement* (which shall become an addendum to the tenant's/resident's lease).

The ADA Coordinator may deny the live-in aide request of a person who does not meet the admission criteria described in the Admin Plan and the ACOP. The process by which applicants, residents and Section 8 program participants may appeal a denial of a live-in aide request, or any other adverse decisions related to disabilities, is described in the Reasonable Accommodation Grievances and Appeals section.

TRANSFERS:

The reasonable accommodation policies mentioned throughout this document apply to transfers based on a request for reasonable accommodation. Transfers based on a request for reasonable accommodation in Section 8 Moderate Rehabilitation and Public Housing programs shall be documented in the same manner (as indicated throughout this policy) as other reasonable accommodation requests are documented (e.g. a *Reasonable Accommodation Request* form must be filled out). The only additional requirement is that, in addition to the aforementioned, the Public Housing requestor must complete and submit a Request for Transfer form.

In Public Housing, MDPHA shall not require, or recommend as an alternative, that a resident with a disability must accept a transfer instead of providing some other reasonable accommodation. However, if a public housing resident with a disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately-sized UFAS-compliant unit in that resident's development, an adjacent development, or a development to which the resident has expressed a willingness to move, MDPHA may offer to transfer the resident to the vacant unit in her/her development or adjacent development instead of providing structural modifications. However, if that resident rejects the offered transfer, MDPHA shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden or would result in a fundamental alteration to a MDPHA program, service or activity. MDPHA shall inform applicants, residents and Section 8 program participants whether their transfers, structural modifications, and all other reasonable accommodations are granted by means of the Approval/Denial of Reasonable Accommodation Request form.

If the resident accepts the transfer, MDPHA will work with the resident to obtain moving expenses from social service agencies or other similar sources. If that effort to obtain moving expenses is unsuccessful within thirty (30) days of the assignment of the dwelling unit, PHA shall pay the reasonable moving expenses, including utilities fees and deposits. MDPHA will select the moving service vendors and disburse payments to them. Nothing contained in this paragraph is intended to modify the terms of MDPHA's Tenant and Assignment Plan and any resident's rights hereunder.

FORMER USERS OF ILLEGAL DRUGS:

Under the Fair Housing Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act, a former user of illegal drugs (recovered or now in recovery) is considered to be a person with disabilities and is protected against discriminatory treatment, but persons engaged in current illegal use of controlled substances are not protected.

The term "person with a disability" includes an individual who:

1. Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs, or has otherwise been rehabilitated successfully and is no longer engaging in such use;
2. Is participating in a supervised rehabilitation program and is no longer engaging in such use; or
3. Is erroneously regarded as engaging in such use, but is not engaging in such use.

Anti-discrimination laws protect individuals who have a history of illegal use of a controlled substance or addiction and do not engage in the current illegal use of a controlled substance if they can otherwise meet the definition of a person with a disability.

When an individual claims recovery, the designated employee will require the person to present evidence of recovery from a qualified, neutral third party. The designated employee may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in a unit owned and managed by MDPHA or as a condition to being allowed to participate in other MDPHA housing programs. If it is determined that the individual "has recovered or is in recovery" and is thus a "person with a disability," the designated employee will consider requests for reasonable accommodations.

The designated employee will require the individual to provide documentation that would convince a reasonable person that the applicant/resident is not a current user of illegal drugs.

Documentation that an applicant/resident/program participant is not a current user of illegal drugs could include:

1. Verification from a reliable drug treatment counselor or program administrator, or other party acceptable to the designated employee, indicating:

    a. that the applicant/resident/program participant is/has been in treatment;

    b. that there is a reasonable probability of success in refraining from the use of illegal drugs;

    c. that the applicant/resident/program participant is complying/has complied with the requirements of the treatment program; that the applicant/resident/program participant is not currently a user of illegal drugs; and

    d. the period of time the applicant/resident/program participant has not been using drugs (this verification may include documentation of the results of urinalyses over a period of time); and/or

2. Verification from a probation or parole officer:

    a. that the applicant/resident/program participant has met or is meeting the terms of probation or parole;

    b. is not currently a user of illegal drugs;

    c. and for what period of time the applicant/resident/program participant has not been using illegal drugs (this verification may include documentation of the results of urinalyses over a period of time); and/or

3. Verification from a third party/parties, indicating:

    a. that the applicant/resident/program participant is not currently using illegal drugs and

    b. for what period of time the applicant/resident/program participant has not been using illegal drugs;

4. Description of the relationship between the third party/parties and the applicant/resident/program participant (verifications will not be accepted from the applicant's/resident's relatives); and

5. Description of how the third party/parties know(s) the status of whether the applicant/resident/program participant is currently using illegal drugs.

When an applicant/resident/program participant has a history of drug rehabilitation/treatment followed by recidivism, or is currently in treatment (as opposed to having completed treatment), more documentation may be necessary to convince a reasonable person that the applicant/resident/program participant is not a current user of illegal drugs.

The applicant/resident/program participant may be required to show in what ways:

1. His or her current situation, and

2. His or her claim to be a former illegal user of a controlled substance, and

3. His or her claim to be able to comply with the essential terms of the MDPHA Lease or other housing program requirements is different from previously unsuccessful efforts to stop illegally using a controlled substance.

In all situations in which an applicant/resident claims to be a person with a disability due to former illegal drug use, the designated employee will determine the reliability and validity of information/verifications provided with the request for reasonable accommodation. The designated MDPHA employee will make a determination approving or denying the reasonable accommodation request and a determination of eligibility for housing assistance accordingly.

ALCOHOLISM:

MDPHA will not discriminate against any person solely because he or she is a person with the disability of alcoholism. The designated employee will, however, deny admission to an applicant, terminate assistance to a participant or terminate the tenancy of a resident, who MDPHA has reasonable cause to believe will behave in a manner that will interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, other tenants, or MDPHA personnel. The term "reasonable cause to believe" shall be determined on a case-by-case analysis. MDPHA may evaluate whether a person poses – or would pose – a direct threat to the health or safety of others.

MDPHA will make determinations of direct threat based on the following guidelines described in the following statement from the May 17, 2004 *Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act*:

> A determination that an individual poses a direct threat must rely on an individualized assessment that is based on reliable objective evidence (*e.g.*, current conduct, or a recent history of overt acts). The assessment must consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable accommodations that will eliminate the direct threat. Consequently, in evaluating a recent history of overt acts, a provider must take into account whether the individual has received intervening treatment or medication that has eliminated the direct threat (*i.e.*, a significant risk of substantial harm). In such a situation, the provider may request that the individual document how the circumstances have changed so that he no longer poses a direct threat. A provider may also obtain satisfactory assurances that the individual will not pose a direct threat during the tenancy. The housing provider must have reliable, objective evidence that a person with a disability poses a direct threat before excluding him from housing on that basis.

MDPHA will apply the same standard of performance and behavior to an individual with alcoholism as it applies to others. If any unsatisfactory performance or behavior is related to the disability of an applicant/resident/program participant, the behavioral manifestations of the condition may be taken into consideration in determining whether the applicant/resident/program participant is qualified. If unable to meet the tenancy requirements, the applicant/resident/program participant may be denied housing on that basis, provided any request for reasonable accommodation has been considered. The process by which applicants, residents and Section 8 program participants may appeal a denial of housing or program participation, or any other adverse decisions related to disabilities, is described in the Reasonable Accommodation Grievances and Appeals section.

EMERGENCY EVACUATION:

This section only applies to the MDPHA Public Housing program.

Public Housing program applicants (who have received public housing offers) and residents with disabilities must ultimately be responsible for their own safety. Thus, they may choose not to live above the ground floor because of possible inability to escape a fire. They must, however, be allowed to decide whether living in an upper-floor dwelling unit outweighs whatever safety concerns may exist.

At move-in orientation and during recertification, the Site Manager or designee informs Public Housing program residents that with their consent, the Site Manager will provide information to the fire and police departments that identifies residents who will have special needs in case of an emergency evacuation. The Site Manager will only share this information with these parties if consent is given.

The site manager or designee will provide each resident with a copy of the *Release of Disability-Related Special Needs in Case of Emergency Evacuation* (Release) form at move-in and recertification. The Site Manager will maintain these forms confidentially in the Site Office files. These forms will also be maintained confidentially at the Regional Offices in case the Site Offices are inaccessible due to an emergency.

In emergency situations, and only insofar as is reasonably feasible, Regional Managers (if applicable), Site Managers or designees will inform fire and/or police departments as to which residents have special emergency evacuations needs.

Buildings with more than four units or with units above the first floor shall have evacuation plans identifying escape routes and procedures to be followed in case of emergency, including procedures for notifying persons who are deaf or blind and for evacuating persons who can not climb stairs or may be disoriented. It is recommended that the evacuation plan be worked out with the local fire department.

OTHER MIAMI-DADE HOUSING AGENCY PROGRAMS AND SERVICES:

MDPHA administers a number of programs and services (e.g. various programs for home repair/improvement loans, home purchasing loans, construction loans, etc.) in addition to those previously mentioned in this policy. MDPHA will endeavor to ensure any person with disabilities who requests reasonable accommodation related to any MDPHA programs and/or services are provided all such accommodations as is their right under federal, state, and local laws and regulations.

MIAMI-DADE COUNTY ADA GRIEVANCE PROCESS:

Should MDPHA applicants, residents or program participants choose, they may follow the grievance process outlined in Attachment Three of Miami-Dade County Administrative Order Number 10-10 (see Appendix, *Miami-Dade Grievance Process, Americans with Disabilities Act of 1990*) instead of the process described in the "Reasonable Accommodation Grievances and Appeals" section of the MDPHA Reasonable Accommodation Policies and Procedures. The Miami-Dade County grievance process serves "...as the County's mechanism to respond to complaints of discrimination on the basis of a disability in County programs and services under the Americans with Disabilities Act of 1990 (ADA)."

ACKNOWLEDGEMENTS:

MDPHA wishes to acknowledge the assistance of the United States Department of Housing and Urban Development; the Housing Authority and Community Services Agency of Lane County (HACSA), Springfield, Oregon; the Massachusetts Department of Housing and Community Development; the Miami-Dade County Attorneys Office and the Miami-Dade County Office of ADA Coordination, whose contributions were instrumental to the creation of this policy.

Resource materials used as guidance in developing this policy and responding to reasonable accommodation requests and issues include:

- The Fair Housing Amendments Act
- Americans With Disabilities Act, Title II Technical Assistance Manual
- Section 504 of the Rehabilitation Act of 1973
- Policy On Reasonable Accommodation for the Housing Authority and Community Services Agency of Lane County (HACSA) , Springfield, Oregon
- Forms developed by the Massachusetts Department of Housing and Community Development
- May 17, 2004 Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act

Forms included:

1. Notice of Nondiscrimination on the Basis of Disability
2. Notice of Right to a Reasonable Accommodation
3. Reasonable Accommodation Request and Examples of Reasonable Accommodations
4. Reasonable Accommodation Verification
5. Live-in Aide Agreement
6. Live-in Aide Verification
7. Auxiliary Aids Request
8. Authorization for Release of Information
9. Letter to an Applicant, Resident or Program Participant for a Meeting About Reasonable Accommodation
10. Request for More Information or Verification Regarding a Reasonable Accommodation Request
11. Letter to Verification Source for a Reasonable Accommodation Request
12. Approval/Denial of Reasonable Accommodation Request
13. Release of Disability-Related Special Needs in Case of Emergency Evacuation
14. Reasonable Accommodation Script
15. Acknowledgement of Receipt of Reasonable Accommodation Documents
16. Reasonable Accommodation Information
17. Miami-Dade Grievance Process, Americans with Disabilities Act of 1990

MIAMI-DADE PUBLIC HOUSING AGENCY
NOTICE OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

Miami-Dade Public Housing Agency (MDPHA) does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

MDPHA's ADA Coordinator, has been designated to coordinate compliance with the non-discrimination requirements of Section 504 of the Rehabilitation Act of 1973,(Section 504), the Americans with Disabilities Act (ADA), the Federal, State and local Fair Housing Acts, the United States Department of Housing and Urban Development Section 504 and Fair Housing Act Regulations, and the ADA regulations implemented by the United States Equal Employment Opportunity Commission and the United States Department of Justice.

ADA Coordinator contact information is as follows:

Office address: 701 NW 1 Court, 16th Floor, Miami, Florida 33136

Phone: (786) 469-4229

Fax: (786) 469-4151

Florida Relay Service: (800) 955-8771 (TDD/TTY)

_____ _____
Applicant, Tenant, or Program Participant's Signature Date

_____ _____
Applicant, Tenant, or Program Participant's Name * Client Number

IN THE PRESENCE OF:

_____ _____
Designated MDPHA Employee's Signature Date

_____ _____
Designated MDPHA Employee's Name Designated MDPHA Employee's Job Title

This material is available in an accessible format upon request. Please call the, ADA Coordinator at (786) 469-4229.

MIAMI-DADE PUBLIC HOUSING AGENCY
NOTICE OF RIGHT TO A REASONABLE ACCOMMODATION

If you have a disability and as a result of your disability you need . . .

- a change in the rules or policies or how Miami-Dade Public Housing Agency (MDPHA) does things that would give you an equal chance to live here and use the facilities or take part in programs or services on site,

- a change, repair, or special feature in a dwelling that would give you an equal chance to live in the dwelling and use the facilities at the dwelling site or take part in programs on site,

- a change, repair or special feature at some other area of a MDPHA building or property that would give you an equal chance to live here and use the facilities or take part in MDPHA programs,

- a change in the way MDPHA communicates with you or gives you information.

You may ask for this kind of change, which is called a REASONABLE ACCOMMODATION.

MDPHA will give you an answer within sixty (60) business days of the Applicant and Leasing Center Tenant Selection Supervisor, Public Housing Regional Manager, or Section 8 Tenant Selection Supervisor's receipt of the acceptably completed Request and Verification Forms via the *Approval/Denial of Reasonable Accommodation Request* form.

MDPHA will let you know if additional information or verification is needed, or if there are other ways to meet your needs.

If MDPHA turns down your request, MDPHA will explain the reasons, and you can provide more information if you think that will help.

If you need help filling out a *Reasonable Accommodation Request Form* or if you want to give MDPHA your request in some other way, MDPHA will help you.

NOTE: To the greatest extent allowable by law, all information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy your housing and the common areas.

This material is available in an accessible format upon request. Please call the ADA Coordinator at (786) 469-4229 (phone).

MIAMI-DADE PUBLIC HOUSING AGENCY
REASONABLE ACCOMMODATION REQUEST

Head of Household:_____ Phone: (____)_____
(PRINT NAME)

Requestor:_____
(PERSON REQUESTING REASONABLE ACCOMMODATION IF OTHER THAN HEAD OF HOUSEHOLD, PRINT NAME)

Address: _____ Client #:_____

Signature:_____
(Head of Household, Other Requestor, or Authorized Representative of Requestor)

A disability is defined, in part, as a physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such an impairment.

A Public Housing resident may request a change in his or her current unit or a transfer to a unit that has already been changed (in the resident's development or another development). An applicant, resident, or program participant may request assistance with, or change in, a MDPHA practice, rule, policy, procedure, program or service.

MDPHA will work with the applicant, resident or program participant to determine how to provide the reasonable accommodation request. MDPHA may require documentation to support the reasonable accommodation request(s).

1. The following is the name of the household member with a disability who needs a reasonable accommodation:

   Name: _____

2. Because of the above household member's disability, the following change(s) or assistance (reasonable accommodation) is necessary so that the individual can participate in a Miami-Dade Public Housing Agency (MDPHA) housing assistance program as easily or successfully as other program participants. Check the kind of change(s) you need.

   [ ] A change or special feature in a MDPHA dwelling, building or property. Note: If you are a Section 8 program participant, you must make these kinds of requests to your landlord.

   [ ] Assistance with, or change in, a MDPHA practice, rule, policy, procedure, program or service.

3. Describe the problem that the household member named in item 1 is having, or might have, with a MDPHA dwelling, building, property, practice, rule, policy, procedure, program or service:

   _____

   _____

MIAMI-DADE PUBLIC HOUSING AGENCY
REASONABLE ACCOMMODATION REQUEST

4. Describe the type of change or assistance (reasonable accommodation) required:

_____

_____

5. Describe how this change or assistance will help with the problem:

_____

6. Indicate the verification source MDPHA may contact to verify that the household member named in item 1 has a disability and needs a reasonable accommodation.

Name: _____

Address: _____

Telephone Number: (____)_____

Note: Individuals may obtain a copy of the MDPHA Reasonable Accommodation Policies and Procedures, upon request, from Applicant and Leasing Center Eligibility Interviewers, Public Housing Site Managers, Section 8 Leasing and Contract Specialists, and MDPHA's ADA Coordinator. You may also get additional copies of this request form from the ADA Coordinator:

ADA Coordinator
701 NW 1 Court, 16th FloorMiami, Florida 33136
(786) 469-4229 phone
(786) 469-4151 fax
Florida Relay Service: (800) 955-8771 (TDD/TTY)

This material is available in an accessible format upon request. Please call the ADA Coordinator at (786) 469-4229 (phone).

MIAMI-DADE PUBLIC HOUSING AGENCY
REASONABLE ACCOMMODATION REQUEST

EXAMPLES OF REASONABLE ACCOMMODATIONS

The following list of reasonable accommodation methods are examples that may constitute reasonable accommodations for individual Miami-Dade Public Housing Agency (MDPHA) applicants, residents, and program participants. These accommodations may not necessarily be "reasonable" for all individuals. In addition, each accommodation may not be available to every applicant, resident in every unit and/or in every development, and program participants.

Examples of Modifications Which Constitute A Reasonable Accommodation

Section 504 states that the design, construction or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS), Appendix A to 24 C.F.R. § 40, shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21; 8.22; 8.23 and 8.25. However, the UFAS citations noted below are provided as a reference to assist in providing a reasonable accommodation and are not intended to govern every request for a modification. In order to meet the individual's specific disability-related need(s), MDPHA may need to deviate from the UFAS. In addition, the reference to a UFAS section does not require all elements in that section to be made accessible. Rather, only the specific reasonable accommodation item requested is required to be accessible per the needs of the individual requesting the reasonable accommodation.

However, some modifications may not be structurally feasible in all units or all developments; in addition, some modifications may represent an undue financial and administrative burden. In such situations, the requirement to provide a reasonable accommodation is not alleviated, but must be provided by some other means such as transferring a family with a disabled member to a unit/development where the reasonable accommodation can be provided. Nevertheless, MDPHA will work with each qualified resident with a disability who requests a reasonable accommodation in order to identify a reasonable, effective and appropriate accommodation.

Common Areas[5] -

- Add edge protection to ramps and ramp landings with drop-offs
- Widen doors
- Provide accessible, lever-type door hardware
- Re-hang door to lay flat against a wall when opened
- Re-hang door to swing outward instead of into the accessible space
- Provide accessible or adjustable closet rods and shelves
- Provide lever faucets in public restrooms
- Provide grab bars in public restrooms
- Provide accessible toilets in public restrooms
- Lower mirrors in public restrooms
- Provide extra electrical outlets for TDD/TTY equipment
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments

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[5] Common Areas include, but are not limited to: PHA offices, including management and regional offices; private management company offices; community room; senior center; meeting room; mail room; laundry room; trash disposal; and, day care facilities.

- Provide visual alarms for individuals who are deaf or hard of hearing
- Provide accessible cabinets and countertops in public kitchens
- Provide accessible appliances [i.e., refrigerator, oven, stove] in public kitchens

Elevators[6] -

- Elevators shall be located on an accessible route
- Residential or fully enclosed wheelchair lifts may be used, when appropriate, and when approved by local administrative authorities. *See* UFAS §§ 4.10.1; 4.11

Building Entrances and Accessible Routes[7] -

- Accessible signage;
- Add edge protection to ramps and ramp landings with drop-offs
- Widen doors
- Provide accessible, lever-type door hardware
- Re-hang door to lay flat against a wall when opened
- Re-hang door to swing outward instead of into the accessible space
- Add or adjust door closures
- Provide lever faucets in public restrooms
- Provide grab bars in public restrooms
- Provide accessible toilets in public restrooms
- Lower mirrors in public restrooms
- Provide extra electrical outlets for TDD/TTY equipment
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Provide visual alarms for individuals who are deaf or hard of hearing
- Providing contrasting paint on doors, around doorways, at windows, baseboards and/or stairs/risers for individuals with visual impairments
- Provide an accessible route into a building

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[2] Accessible elevators shall be on an accessible route and shall comply with UFAS § 4.10 and with the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, ANSI A17.1-1978 and A17.1a-1979. *See* UFAS § 4.10; Figures 20, 22 and 23. An "accessible route" is a continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32 and UFAS § 4.3.

[3] At least one (1) accessible route complying with UFAS § 4.3 shall be provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones, if provided, and public streets or sidewalks to an accessible building entrance. *See* UFAS §§ 4.1.1(1); 4.3. In addition, UFAS requires that at least one (1) accessible route complying with UFAS § 4.3 shall connect accessible building or facility entrances with all accessible spaces and elements within the building or facility. *See* UFAS §§ 4.1.2(1); 4.3.

Trash Disposal Facilities –

- Provide accessible route into and through trash disposal facilities; or, provide an equally-effective accommodation such as personal trash disposal by housing staff

Laundry Facilities -

- Provide accessible route into and through common-use laundry facilities. Provide at least one (1) front loading washer and one (1) front-loading dryer in public-use laundry facilities[8]; or, provide an equally effective accommodation such as the provision of a front-loading washer and dryer in resident's unit; or, provision of laundry services at PHA's expense

Mail Delivery/Mail Boxes -

- Provide accessible route into and through mail boxes/mail facilities. Provide mailbox at lower height, upon request; or, provide equally effective accommodation such as home delivery.[9]

Apartment Entrance and Interior Doors –

- Widen doors
- Provide accessible, lever-type door hardware
- Re-hang door to lay flat against a wall when opened
- Re-hang door to swing outward instead of into the accessible space
- Add or adjust door closure speed
- Adjust door opening force required for pushing/pulling the door
- Provide lower peep holes or "telescoped" peep holes
- Provide a visual door knocker for individuals with hearing impairments
- Providing contrasting paint on doors, around doorways, at windows, baseboards and/or stairs/risers for individuals with visual impairments
- Provide ramp from accessible route to accessible entrance into unit

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[4] If laundry equipment is provided within individual dwelling units, or if separate laundry facilities serve one or more accessible dwelling units, then they shall meet the requirements of UFAS §§ 4.34.71 through 4.34.7.3.

[5] "Cluster boxes", common in multi-family housing developments, are routinely placed in sequential order. However, if a customer is unable to access his/her mailbox due to a disability, the customer may submit a request under the U.S. Postal Service's "Hardship Clause" and request the relocation of the mailbox to a lower, accessible level. According to § 631.42 of the U.S. Postal Service "Postal Operations Manual", the customer submits the "Hardship Clause" request directly to his/her postal delivery person; the delivery person then submits the request to his/her manager. The manager evaluates the individual request and takes appropriate action. If the postal service is unable to relocate the mailbox, the postal service may provide an alternate accommodation such as door delivery.

MIAMI-DADE PUBLIC HOUSING AGENCY
REASONABLE ACCOMMODATION REQUEST

Apartment Light Switches & Electrical Outlets -

- Lower electrical switches and/or raise electrical outlets[10]
- Provide extra electrical outlets for TDD/TTY equipment or other equipment utilized by individuals with disabilities
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Lower thermostat controls
- Lower circuit breakers, when located in unit

Apartment Interior -

- Provide extra electrical outlets for TDD/TTY equipment or other equipment utilized by individuals with disabilities
- Provide heavier electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Provide visual and audible alarms for individuals who are deaf or hard of hearing; and, provide visual alarms in each room of unit [11]
- Provide windows which requires five pounds or less of opening force; provide crank type opening mechanism with large levers, when feasible
- Provide accessible storage spaces, including lowering clothes rods and/or adjustable closet shelves. Accessible storage spaces shall comply with UFAS § 4.25; Fig. 38

Apartment Kitchens [12] -

- Lower kitchen sink
- Provide lever type hardware on kitchen faucet
- Provide accessible kitchen cabinets; provide accessible hardware on kitchen cabinets
- Provide accessible kitchen counters and work space

If the following items are provided to non-disabled residents in a development:

- Provide accessible refrigerators. *See* UFAS § 4.34.6.8
- Provide accessible ovens. *See* UFAS § 4.34.6.7
- Provide accessible dishwashers. *See* UFAS § 4.34.6.9

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[10] The highest operable part of all controls, dispensers, receptacles, and other operable equipment shall be placed within at least one of the reach ranges specified in §§ 4.2.5 and 4.2.6. Except where the use of special equipment dictates otherwise, electrical and communications system receptacles on walls shall be mounted no less than 15" above the finish floor. *See* UFAS § 4.27.3

[11] If emergency warning systems are provided, they shall include both audible alarms complying with UFAS § 4.28.2 and visual alarms complying with UFAS § 4.28.3. *See* UFAS § 4.1.2 (13)

[12] Accessible or adaptable kitchens and their components shall be on an accessible route and shall comply with the requirements of UFAS § 4.34.6. However, the PHA will not be required to make all elements of the kitchen accessible, unless requested by the resident with a disability. Rather, the resident may request specific accessible kitchen elements.

Apartment Bathrooms [13] -

- Provide wider door
- Provide lever type hardware on lavatory faucet
- Lower wash basin
- Lower mirror
- Provide accessible toilet
- Relocate toilet paper dispenser
- Provide grab bars at toilet
- Provide grab bars at bathtub and/or shower
- Provide seat in bathtub or shower
- Provide hand-held shower device
- Relocate bathtub and/or shower controls
- Provide roll-in shower or shower/bathtub seat

Examples of Non-structural Reasonable Accommodations

- Offering documents in accessible formats (e.g., large type, computer disk or Braille) and in plain language.
- Permitting rent payments and required communications to be mailed rather than delivered in person.
- Providing another housing offer if an applicant, resident or program participant can demonstrate good cause that the rejection of the initial housing offer, for example, was because of the disability of an applicant, resident or program participant's household member.
- Providing auxiliary aids, such as pencil and paper for those with speech difficulties, Telecommunication Device for the Deaf (TDD), Assisted Listening Device (ALD), a qualified sign language interpreter, or a reader, when necessary for effective communication between MDPHA and an applicant, resident or program participant.
- Sending mail or making phone calls to a person designated as a contact person by the person with disabilities.
- Allowing the use of assistive animals.
- Allowing a live-in aide to reside in an appropriately-sized dwelling unit.
- Permitting an outside agency or family member to assist an applicant, resident or program participant in meeting screening criteria or meeting essential lease obligations.

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[13] Accessible or adaptable bathrooms shall be on an accessible route and shall comply with UFAS § 4.34.5. However, the PHA will not be required to make all elements of the bathroom accessible, unless requested by the resident with a disability. Rather, the resident may request specific accessible bathroom elements.

MIAMI-DADE PUBLIC HOUSING AGENCY
REASONABLE ACCOMMODATION VERIFICATION

Head of Household: _____ Client No: _____

Re: Reasonable Accommodation Request

For: _____ Telephone: (____)_____
(PRINT NAME OF HOUSEHOLD MEMBER FOR WHOM THE REQUEST IS BEING MADE)

PLEASE RETURN TO: _____
(Name of MDPHA Employee)

_____ _____
(Address of MDPHA Employee) (Phone/Fax of Employee)

THE FOLLOWING SECTION IS TO BE FILLED OUT BY THE DESIGNATED VERIFICATION SOURCE:

1. The individual seeking an accommodation is a person with a disability according to the following definition: *"Disability" is defined as a physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment, or being regarded as having such an impairment.*

   [ ] YES [ ] NO

2. Describe the problem(s) that the person is having with the MDPHA dwelling, building, property, practice, rule, policy, procedure, program or service:

3. Describe the type of change(s), feature(s) or assistance required:

4. **Using the checklist on page 2 of 2, indicate the functional limitation(s) (i.e. the way major life activities are substantially limited) of the person for whom the accommodation is requested.**

5. Please describe the relation between the person's functional limitation(s) and the requested accommodation. Do not provide unnecessary details about the medical history or disabled status of the person seeking an accommodation.

Name of Verification Source: _____
(PRINT NAME OF HEALTH CARE PROVIDER)

Signature: _____ Date: _____/____/_____

Title of Verification Source: _____

Address: _____

Telephone: _____ **Fax:** _____

MIAMI-DADE PUBLIC HOUSING AGENCY
REASONABLE ACCOMMODATION VERIFICATION

CLIENT'S NAME: _____ **CLIENT #:** _____
Last First

TYPE OF MAJOR LIFE ACTIVITIES *(Check applicable)*	**DISABILITY STATUS** **D**= Disabled* (or) **ND**= Not Disabled *(Enter D or ND as applicable)*
☐ Walking	
☐ Standing	
☐ Climbing	
☐ Bending	
☐ Stooping	
☐ Kneeling	
☐ Use of Hands	
☐ Reaching	
☐ Self Care	
☐ Speaking	
☐ Breathing	
☐ Seeing	
☐ Hearing	
☐ Lifting	
☐ Intelligence (a person's capacity for understanding)	
☐ Thinking (the ability to form or conceive in the mind)	
☐ Perception (the brain's interpretation of internal and external stimuli)	
☐ Judgment (the ability to assess a given situation and act appropriately)	
☐ Mood (emotional tone underlying the behavior)	
☐ Behavior (specifically examining behavior that is disruptive, distressing or aggressive)	
☐ Other (Please Specify in non-technical terms that simply describe what the client cannot do or has difficulty doing)	
HEATH CARE PROVIDER / VERIFICATION SOURCE INFORMATION TELEPHONE NUMBER (_____)_____	**PRINT NAME:** _____ **SIGNATURE:** _____ **DATE**___/___/___
NOTES (use additional sheet if necessary):	

"***Disability***" *is defined as a physical or mental impairment that substantially limits one or more major life activities.*

MIAMI-DADE PUBLIC HOUSING AGENCY
LIVE-IN AIDE AGREEMENT

Client Number: _____

I, _____, residing at _____
(Print Head of Household's (HOH) Name) *(Print Address)*

request Miami-Dade Public Housing Agency's (MDPHA) approval for live-in-aide services provided by
_____, Social Security Number_____,
(Print Live-in Aide's Name)

Date of birth:___/___/___

The household member requiring Live-In Aide assistance is _____.
(Print Household Member's Name)

The live-in-aide is a person who resides with one or more elderly persons (at least 62 years of age), or near elderly persons (at least 50 years of age but below the age of 62) or persons with disabilities (see definition in Live-In Aide Verification form), and who is: (a) 18 years of age or older, (b) is determined to be essential to the care and well-being of the person; (c) is not obligated for the support of the person; and (d) would not be living in the unit except to provide the necessary supportive services.

As a condition to obtaining MDPHA's approval, the live-in-aide and the Head of Household hereby acknowledge and agree to the following:

1. Move in of a live-in-aide must not result in overcrowding of the existing unit according to the maximum number of persons per unit standard; although a reasonable accommodation for a resident with a disability may be to move the family to a larger unit. If change in unit size is necessitated by this request, please indicate change in number of bedrooms: from ____bedrooms, to _____bedrooms;
2. Live-in aides must meet MDPHA's screening requirements. The live-in-aide agrees to provide any information that MDPHA deems necessary to conduct a criminal background screening. Permission to reside in the unit as a live-in-aide may be denied based on the results of this screening;
3. Before a live-in-aide may be moved into a unit, a third party verification must be supplied that establishes the need for such care and the fact that the live-in-aide is qualified to provide such care (Live-in Aide Verification form);
4. A live-in-aide is a single person. This agreement does not confer the right for any additional person, other than an approved live-in-aide, to reside in the household. As a reasonable accommodation for a resident with a disability, MDPHA may review this provision on case-by-case basis, should this provision conflict with a resident's bona fide right to a live-in-aide;
5. If the household member requiring assistance no longer resides in the unit, the live-in-aide shall not remain on the premises. If the verification source determines that the live-in-aide is no longer essential to the care and well-being of the household member, this agreement will be terminated, and the live-in-aide shall vacate the unit within 14 days after MDPHA has given reasonable notice to the household member requiring assistance that the verification source has made such determination;

MIAMI-DADE PUBLIC HOUSING AGENCY
LIVE-IN AIDE AGREEMENT

6. If the household member requiring assistance passed away, the live-in aide shall vacate the nit within 14 days of said household member's death. If the household member requiring assistance moves out, the live-in-aide shall vacate the unit no later than said household member's departure date. Upon the termination of the live-in-aide's services for any other reason, the live-in-aide shall vacate the unit within 24 hours;
7. The Live-In Aide must be listed as a household member (not part of the family composition, regardless of the relationship) on the resident's lease and shall not violate any provisions of the lease, the Community Policies, or applicable laws. Should such violation occur, MDPHA may require the resident to terminate the services of the live-in-aide or face possible termination of the lease;
8. MDPHA will consider allowing relative live-in-aides under unusual circumstances and upon approval of the Director or his/her designee. Relatives who satisfy the definitions and stipulations above may qualify as live-in-aides, but by signing this agreement, they acknowledge their understanding that they are relinquishing all rights to the unit as the remaining member of a resident family, or under any other circumstance. If a relative wants to have remaining family status, his or her income will be considered as part of the family's annual income. In such a case, the relative will be considered an addition to the family composition who is allowed to be added as a reasonable accommodation, (not a live-in aide) as the income of a live-in aide must be excluded.

Head of Household's signature: _____ Date: ___/___/___.

Live-in Aide's signature: _____ Date: ___/___/___.

Name, address and telephone number of company or organization providing the live-in-aide service (if applicable): _____

_____

Name, address, telephone and fax number of verification source who will complete the Live-in Aide Verification form: _____

_____

This material is available in an accessible format upon request. Please call the ADA Coordinator at (786) 469-4229 (phone) - Florida Relay Service at (800) 955-8771 (TDD/TTY).

MIAMI-DADE PUBLIC HOUSING AGENCY
LIVE-IN AIDE VERIFICATION

NAME: _____ CLIENT #: _____
(Head of household (HOH))

ADDRESS: _____

NAME: _____
(Print name of household member for whom the Live-in Aide is requested)

REQUESTED LIVE-IN AIDE INFORMATION:
NAME: _____ PHONE NUMBER: _____

ADDRESS: _____

PLEASE RETURN TO: _____
(Name of MDPHA Employee)

_____ _____
(Address of MDPHA Employee) (Phone/Fax of Employee)

DEFINITION OF PERSON WITH DISABILITIES

Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

The HOH named above has applied for, or is a participant in, a housing program provided by Miami-Dade Public Housing Agency (MDPHA). The HOH has requested a Live-in Aide and must obtain verification that the Live-in Aide is needed. Please answer the questions below and return the form to the MDPHA employee listed above.

INFORMATION REQUESTED

1. Is the Household Member disabled as defined above? [ ] YES [ ] NO

2. Is a live-in aide essential to the care and well-being of the Household Member?
   [ ] YES [ ] NO If yes, for how long? _____

3. If the response to question # 2 is "Yes", then please explain what the live-in aide would do that is essential to the Household Member's care and well-being.

   _____

   _____

4. Does the Household Member require a live-in aide on a temporary basis?
   [ ] YES [ ] NO

5. If the response to question # 4 is "Yes", please provide an estimate of the duration of time (in months and/or years) during which the live-in aide must provide services that are essential to the care and well-being of the Household Member.

   _____

6. **Using the checklist below, indicate the activities of daily living (ADLs) with which the person requesting a live-in aide requires assistance and with which the live-in aide would provide assistance.**

MIAMI-DADE PUBLIC HOUSING AGENCY
LIVE-IN AIDE VERIFICATION

CHECKLIST: ACTIVITIES OF DAILY LIVING WITH WHICH CLIENT REQUIRES ASSISTANCE	
ACTIVITIES OF DAILY LIVING (ADL) *(Check applicable)*	**CLIENT REQUIRES ASSISTANCE WITH THESE ADLs** **Y**= Yes (or) **N**= No *(Enter Y or N as applicable)*
☐ Walking	
☐ Standing	
☐ Sitting	
☐ Transfer to/from bed, chair/couch, bathtub and/or shower	
☐ Cooking/food preparation	
☐ Feeding him or herself	
☐ Drinking	
☐ Shopping	
☐ Housecleaning	
☐ Laundry	
☐ Bathing	
☐ Grooming	
☐ Dressing (clothes)	
☐ Taking medication	
☐ Application of wound dressings (changing/applying cloth or adhesive bandages, antiseptics, etc.)	
☐ Handling financial matters	
☐ Decision-making	
☐ Memory	
☐ Lifting	
☐ Reaching	
☐ Other (Please Specify in non-technical terms that simply describe the ADLs with which the client needs assistance)	

STATEMENT OF VERIFICATION SOURCE

I, _____ do hereby certify that the information provided
(Print Name)
above is correct and accurate to the best of my professional knowledge.

_____ Date ____/____/____
(Signature)

Title of Verification Source: _____

Address: _____

Telephone: _____ **Fax**: _____

Name of organization or company: _____

MIAMI-DADE PUBLIC HOUSING AGENCY
AUXILIARY AIDS REQUEST

Date____/____/____

Head of Household _____
(PRINT NAME)

Address: _____ Client #:_____

Phone: (____)_____

Requestor: _____
(PERSON REQUESTING AUXILIARY AID IF OTHER THAN HEAD OF HOUSEHOLD, PRINT NAME)

Miami-Dade Public Housing Agency (MDPHA) takes appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public.

Auxiliary aids include, but are not limited, to providing the following items or services when necessary for effective communication between MDPHA and persons including, but not limited to, MDPHA applicants, residents or program participants:

1. A qualified sign language interpreter,
2. Telecommunication Device for the Deaf (TDD),
3. Assisted Listening Device (ALD),
4. A reader,
5. Printed materials in Braille,
6. Printed materials in large print,
7. Audiotape versions of print materials.

MDPHA furnishes appropriate auxiliary aids where necessary to afford an individual with disabilities an equal opportunity to participate in, and enjoy the benefits of, its programs or activities. In determining what auxiliary aids are necessary, MDPHA shall give primary consideration to the requests of the individual with disabilities.

MDPHA is not required to provide individually prescribed devices, readers for personal use or study, or other devices of a personal nature (including, but not limited to, personal hearing aids, walkers, canes, or wheelchairs).

THE FOLLOWING IS TO BE COMPLETED BY THE MDPHA STAFF PERSON

1. Type of auxiliary aid requested: _____

2. If a sign language interpreter is requested, obtain the following information:

    a. Address where the interpreter needs to be:_____

    b. Date and time the interpreter is needed: _____

    c. How long (in hours) the interpreter is needed: _____

    d. What kind of interpreter is needed (e.g. American Sign Language (ASL), Signed English or oral interpretation): _____

MIAMI-DADE PUBLIC HOUSING AGENCY
AUXILIARY AIDS REQUEST

3. If an assistive listening device is requested, ask what type is required:

   _____

4. If materials in large print format are requested, ask what font size (if known) and font style (if known) the person requests:

   _____

5. If printed materials in audio tape format are requested, ask what language the person requests:

   _____

6. Following is additional information that is necessary for providing the requested for auxiliary aid:

   _____

   _____

The MDPHA staff person obtaining information regarding auxiliary aids may direct questions to the ADA Coordinator listed below.

Individuals may obtain a copy of the MDPHA Reasonable Accommodation Policies and Procedures, upon request, from Applicant and Leasing Center Eligibility Interviewers, Public Housing Site Managers, Section 8 Leasing and Contract Specialists, and MDPHA's ADA Coordinator. You may also get additional copies of this request form from the ADA Coordinator:

ADA Coordinator
701 NW 1 Court, 16th Floor
Miami, Florida 33136
(786) 469-4229 phone
(786) 469-4151 fax
Florida Relay Service: (800) 955-8771 (TDD/TTY)

Name of MDPHA employee taking the request: _____
(PRINT NAME)

Phone: (____)_____

This material is available in an accessible format upon request. Please call the ADA Coordinator at (786) 469-4229 (phone) or Florida Relay Service at (800) 955-8771 (TDD/TTY).

MIAMI-DADE PUBLIC HOUSING AGENCY
AUTHORIZATION FOR RELEASE OF INFORMATION

Head of Household: _____

RE: Household member with disability: _____

I hereby authorize the release of information to Miami-Dade Public Housing Agency regarding the request for reasonable accommodation described on this form. This release shall constitute a limited authorization for the release of information, as described below.

I hereby authorize _____ to consult with representatives of the Miami-Dade Public Housing Agency, in writing, in person, or by telephone concerning the physical or mental impairment(s) that I assert to qualify as a individual with a disability for the sole purpose of this reasonable accommodation request.

For purposes of this Release, a "Qualified Individual With a Disability" is defined as a person who has a physical or mental impairment that:

1. Substantially limits one or more major life activities
2. Has a record of such an impairment
3. Is regarded as having an impairment

"A Physical or Mental Impairment" is defined as:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the body systems including, but not limited to: neurological, musculoskeletal, special sense organs, respiratory, and speech organs; **or**

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

The term "Physical or Mental Impairment" includes, but is not limited to, such diseases and conditions as visual, speech and hearing impairments, epilepsy, multiple sclerosis, cancer, etc.

"Major Life Activities" include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

"Has a Record of Such an Impairment (mental or physical)" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is Regarded As Having an Impairment" means:

1. Has a physical or mental impairment that does not substantially limit one or more major life activities, **but** is treated by a recipient as constituting such a limitation.

MIAMI-DADE PUBLIC HOUSING AGENCY
AUTHORIZATION FOR RELEASE OF INFORMATION

2. Has a physical or mental impairment that substantially limits one or more major life activities **only as a result of** the attitudes of others toward the impairment.

3. Has none of the impairments defined by Section 504's definition of "physical or mental impairment", **but** is treated by a recipient as having such an impairment.

In addition, I authorize _____ to provide only documentation that is necessary to verify that I meet the definition of a "Qualified Individual with a Disability", as defined above.

This Authorization solely authorizes the release of information necessary to verify the following:

1. Documentation necessary to verify that the person meets the definitions noted above;
2. A description of the needed accommodation; and,
3. A description of the identifiable relationship between my disability and the requested accommodation(s).

This Authorization for Release of Information should only seek information that is necessary to determine if the requested reasonable accommodation is needed because of a disability.

This Authorization does **not** authorize the Miami-Dade Public Housing Agency to examine my medical records, including diagnosis or test result(s); nor does this authorize the release of detailed information about the nature or severity of my disability.

The information/documentation released as a result of this Authorization shall be kept confidential and not shared with anyone unless required to make or assess a decision to grant or deny a reasonable accommodation request.

_____
Name of Family Member/Parent/Legal Guardian [Print]

_____ ____/____/____
Signature Date

_____
Relationship to Head of Household

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Name of Health Care Provider/Documenting Authority:
_____

2. Address of Health Care Provider/Documenting Authority:
_____

_____

3. Telephone Number of Health Care Provider/Documenting Authority:
_____

4. Facsimile Number of Health Care Provider/Documenting Authority:
_____

MIAMI-DADE PUBLIC HOUSING AGENCY
LETTER TO AN APPLICANT, RESIDENT, OR PROGRAM PARTICIPANT
FOR A MEETING ABOUT REASONABLE ACCOMMODATION

Date: ___/___/___

Head of Household: _____ Client No: _____
(PRINT NAME)

Re: Reasonable Accommodation Request

For: _____
(PRINT NAME OF THE PERSON FOR WHOM THE REQUEST IS BEING MADE)

Miami-Dade Public Housing Agency (MDPHA) has received your request for a reasonable accommodation. It would help us make our decision if we could meet with you. You may bring someone to the meeting to help you.

We would like to meet on ___/___/___.

If you cannot come at that time, please call us at ____ a.m./p.m. ___/___/___ on to arrange another time.

At this meeting, we will talk about the following matter related to the reasonable accommodation request:

_____

_____

Please come ready to talk about the above matter. Please bring copies of any information you think might help us understand what you need.

We look forward to meeting with you. Thank you.

_____ _____
MDPHA Employee (Print Name) Title (Print)

_____ (_____)_____
MDPHA Employee's Signature Phone number

_____
MDPHA Return Address

If you require a sign language interpreter, materials in an accessible format, a meeting place that is wheelchair accessible or other special features, please call the MDPHA at least five days in advance.

MIAMI-DADE PUBLIC HOUSING AGENCY
REQUEST FOR MORE INFORMATION OR VERIFICATION
REGARDING A REASONABLE ACCOMMODATION

Date: ___/___/___

To (Head of Household/Verification Source): _____

Client No: _____

Re: Reasonable Accommodation Request

For: _____
(PRINT NAME)

We have received a request for a reasonable accommodation. We need to know more about the following matter related to the reasonable accommodation request before we can make a final determination:

_____

_____

We need to know more because:

_____

_____

Here are some ways you could give us more information:

_____

_____

If these ways are a problem for you, there may be some other ways to provide the information we need. We will be happy to talk to you about other ideas you may have.

If you think that you have already given us this information or if you think we should not ask for this kind of information, please call us at _____. Also, please call if you have any other questions.

Thank you.

_____ _____
MDPHA Employee (Print Name) Title (Print)

_____
MDPHA Employee's Signature

_____
MDPHA Return Address

This material is available in an accessible format upon request. Please call the ADA Coordinator at (786) 469-4229 (phone) or Florida Relay Service at (800) 955-8771 (TDD/TTY).

MIAMI-DADE PUBLIC HOUSING AGENCY
LETTER TO VERIFICATION
SOURCE FOR A REASONABLE ACCOMMODATION REQUEST

Date: ___/___/___

Head of Household: _____ Client No: _____
(PRINT NAME)

Re: Reasonable Accommodation Request

For: _____
(PRINT NAME OF THE PERSON FOR WHOM THE REQUEST IS BEING MADE)

Name of Verification Source: _____
(PRINT NAME)

Address of Verification Source: _____

To Whom It May Concern:

Enclosed with this correspondence is an Authorization for Release of Information signed by the above-listed disabled head of household, disabled member of household or an authorized representative of the disabled head of household or disabled member of household and either a Reasonable Accommodation Request or Live-in Aide Agreement form. The head of household or other party as indicated above asked that you verify that he or she, for whom the reasonable accommodation is requested, is disabled. The head of household or other party as indicated above also indicated that the he or she requires a reasonable accommodation related to his or her housing, a Miami-Dade Public Housing Agency (MDPHA) building or property, or a MDPHA program or service.

State, federal and local laws require housing providers to make reasonable accommodations or changes to either the dwelling, common areas, or to rules, policies and procedures (not essential terms of the lease) if such changes are necessary to enable a person with a disability to have equal access to, and enjoyment of, the dwelling and other facilities or programs at the site. Please note that such changes must be necessary as a result of the person's disability.

The head of household, or other party as indicated above, has requested the accommodation described on either the enclosed Reasonable Accommodation Request or Live-in Aide Agreement form. Please indicate on either the enclosed Reasonable Accommodation Verification form or Live-in Aide Verification form (as applicable) whether you believe the individual requesting the accommodation has a disability within the definition provided, and whether the accommodation is necessary and will achieve its stated purpose. You may also add any other information that would be helpful in making the right accommodation for this person. If part of the reasonable accommodation plan includes services to be provided by your organization, please indicate whether your organization will provide those services.

This form should <u>not</u> be used to divulge the person's diagnosis or any other information that is not <u>directly relevant</u> to the request for an accommodation.

You can call the employee indicated below at (____)_____ if you have any questions.

Please return the completed forms to the following address: _____

_____ _____
MDPHA Employee Name and Title (Print) Employee Signature

MIAMI-DADE PUBLIC HOUSING AGENCY
APPROVAL/DENIAL OF REASONABLE ACCOMMODATION

Date: ___/___/___

Head of Household: _____ Client No: _____
(PRINT NAME)

Re: Reasonable Accommodation Request

For: _____
(PRINT NAME OF THE HOUSEHOLD MEMBER FOR WHOM THE REQUEST IS BEING MADE)

Miami-Dade Public Housing Agency (MDPHA) has reviewed your request for a reasonable accommodation, the verification from your verification source and all other documents related to your request. Based on all the information you have provided, MDPHA has made the following determination in response to your request:

❑ Your request has been approved.

The projected date for providing your requested accommodation is ____/____/____
If no projected date was indicated above, MDPHA will inform you of the date as soon as we have that information.

❑ Your request has been denied, but MDPHA will provide the following, alternate accommodation for the following reason(s):

_____

❑ Your request has been denied.

Your request has been denied for the following reason(s):

_____

If you have questions about this decision, you may call (786) 469-4229 (phone), or Florida Relay Service (800) 955-8771 (TDD/TTY) and ask to speak to the ADA Coordinator.

If you disagree with the above decision, you may request a Reasonable Accommodation Grievance and Appeal Hearing by submitting a request, which may be written, oral or by any other means of communication accessible to you. The address and phone number of the contact person for scheduling a Reasonable Accommodation Grievance and Appeal Hearing is:

ADA Coordinator
701 NW 1 Court, 16th Floor
Miami, Florida 33136
(786) 469-4229 (office)
(800) 955-8771 (TDD/TTY)

MDPHA's Reasonable Accommodation Grievance and Appeal Hearing Committee shall convene the settlement conference within thirty (30) working days of the receipt date of the request. The Reasonable Accommodation Grievance and Appeal Hearing Committee is composed of the members of the Section 504/ADA Policy Committee appointed by the MDPHA Director. The Section 504/ADA Policy Committee members are MDPHA Division

MIAMI-DADE PUBLIC HOUSING AGENCY
APPROVAL/DENIAL OF REASONABLE ACCOMMODATION

Directors and other applicable staff whose responsibilities include matters related to Section 504/ADA. Although the ADA Coordinator is a standing member of this committee, during Reasonable Accommodation Grievance and Appeal Hearings, the ADA Coordinator's role is only to provide information regarding the contested decision. During these hearings, the ADA Coordinator cannot cast a vote regarding the contested decision.

You may bring documents, witnesses and/or representatives to the Reasonable Accommodation Grievance and Appeal Hearing in order to contest the manner in which a reasonable accommodation is proposed to be (or was) implemented, the denial of a reasonable accommodation request, or any other appropriate disability-related decision made my the ADA Coordinator.

The determination of the Reasonable Accommodation Grievance and Appeal Hearing Committee is final.

If you wish to contest an adverse action pursuant to the Reasonable Accommodation Grievances and Appeals section, but do not want to do so by requesting a Hearing, you may follow the *Miami-Dade Grievance Process, Americans with Disabilities Act of 1990* outlined in Attachment Three of Miami-Dade County Administrative Order Number 10-10. The Miami-Dade County grievance process serves "...as the County's mechanism to respond to complaints of discrimination on the basis of a disability in County programs and services under the Americans with Disabilities Act of 1990 (ADA)." For additional information on that process, you may contact the ADA Coordinator as indicated above.

You may also contact the local office of the United States Department of Housing and Urban Development concerning any complaints regarding your reasonable accommodation request:

United Stated Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
909 S.E. 1st Avenue

Miami, FL 33131

(305) 536-4479
TDD/TTY: (305) 536-4743

This material is available in an accessible format upon request. Please call the ADA Coordinator at (786) 469-4229 (phone) or Florida Relay Service at (800) 955-8771 (TDD/TTY).

MIAMI-DADE PUBLIC HOUSING AGENCY
RELEASE OF DISABILITY-RELATED SPECIAL NEEDS
IN CASE OF EMERGENCY EVACUATION

Head of Household:_____ Phone: (____)_____
(PRINT NAME)

Address: _____ Client #:_____

1. The following is the name of the household member with a disability who will need assistance in the event of an emergency:

   Name: _____

2. The person listed above requires the following assistance (due to disability) in case of an emergency (please be sure to include any assistance you may need because of special equipment you use due to your disability):

   _____

   _____

3. The person listed above has asked that assistance or medical care be provided in the event of an emergency.

4. The person indicated below authorizes MDPHA to provide the information above to the appropriate police and/or fire department(s) that identifies the special needs that the disabled household member requires (due to disability) in case of an emergency. The person indicated below also indicates that they have authority to release this information.

Name: _____
(PRINT NAME)

Relationship to the person listed in item 1: _____

Signed: _____ Date: _____

This material is available in an accessible format upon request. Please call the ADA Coordinator at (786) 469-4229 (phone) or Florida Relay Service at (800) 955-8771 (TDD/TTY).

MIAMI-DADE PUBLIC HOUSING AGENCY
REASONABLE ACCOMMODATION SCRIPT

This is to advise you, in simple terms, what a disability is, what a reasonable accommodation is, and the fact that people with disabilities have a right to ask for reasonable accommodations.

A disability is a physical or mental impairment that makes it difficult or impossible for you to do things like taking care of yourself, using your hands, walking, seeing, hearing, speaking, breathing or learning.

A reasonable accommodation is something Miami-Dade Public Housing Agency (MDPHA) is required to give you or let you do to make it easier for you to get to and live in our housing, and participate in our programs.

Some things that must happen for you to get a reasonable accommodation, are for you to give MDPHA enough information, if we need it, about whether you are a person with a disability and to give MDPHA proof, if we need it, that you really need the reasonable accommodation you ask for.

Even if you don't have proof yet that you are a person with a disability, you have a right to ask for a reasonable accommodation.

Some things that might be a reasonable accommodation include:

- Being allowed to mail your rent to MDPHA instead of going to the site or management office.
- Having someone from MDPHA go to your house, instead of you having to go to an MDPHA office, to get a service.
- Getting a ramp installed leading to your front or back door, having grab bars put in your bathroom, or having some other repair or change done to your home.
- Having a repair or change done to a laundry room, community center, management office or other building owned by MDPHA so that you can go there and use the programs and services there.
- Having a sign language interpreter available upon request.
- Getting important MDPHA papers in Braille or large print or on tape.

To get a reasonable accommodation, you must ask for it. If you can't write your request on the papers we have or need help filling them out, you can ask a MDPHA employee for assistance.

MDPHA will give you an answer as soon as possible.

MDPHA will let you know if we need more information, or if there are other ways to meet your needs.

If MDPHA turns down your request, MDPHA will explain why, and you can provide more information if you think that will help. MDPHA will also advise you of your appeal rights if your request is denied.

It is the policy of MDPHA to protect all of your health information. This means that we cannot release your information without your written consent nor will we share this information with anyone who does not need to know your health information.

MIAMI-DADE PUBLIC HOUSING AGENCY
ACKNOWLEDGMENT OF RECEIPT OF REASONABLE ACCOMMODATION DOCUMENTS

By signing my name below and writing my initials in front of the names of the forms and documents I have received, I indicate that I have received the following documents:

Name (print): _____ Date: ____/____/____

Signature: _____

____ Notice of Non-Discrimination

____ Reasonable Accommodation Information

____ Notice of Right to a Reasonable Accommodation

____ Reasonable Accommodation Request and Examples of Reasonable Accommodation

This material is available in an accessible format upon request. Please call the ADA Coordinator at (786) 469-4229 (phone) or Florida Relay Service at (800) 955-8771 (TDD/TTY).

MIAMI-DADE PUBLIC HOUSING AGENCY
REASONABLE ACCOMMODATION INFORMATION

Miami-Dade Public Housing Agency (MDPHA) is committed to making sure that its applicants, residents and programs participants have information for making reasonable accommodation requests. MDPHA has posted a copy of its Reasonable Accommodation Policy and Procedures in conspicuous locations at the applicant, resident and program participant waiting areas of the MDPHA Applicant and Leasing Center, Mobility Pool Center, Section 8 Offices, Regional Offices of the MDPHA; the offices of MDPHA's private management companies; and, the management office in each public housing development. In addition, individuals may obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, from MDPHA's ADA Coordinator.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

Some examples of reasonable accommodations include (but are not limited to): grab bars installed in bathrooms, ramps installed at entrance doors of dwellings, using an assistive animal (also called a service, therapeutic, or support animal) such as a seeing-eye dog, visual and audible alarms for individuals who are deaf or hard of hearing, widening doorways, lever-type door hardware, live-in aids, transfers to another dwelling (with proof that this is needed because of disability), and being given MDPHA documents in an accessible format like Braille or large print.

Use the following forms to request a reasonable accommodation and make sure you complete the forms to the best of your ability. By completing these forms you will help us understand how we can best assist you. If you are unable to do so, then please ask MDPHA for assistance to complete the forms. Please be advised that in order for MDPHA to assist you, we also need you to complete the *Authorization for Release of Information* form:

18. *Reasonable Accommodation Request*. This is used to make any request other than a request for a live-in aide.

19. *Live-in Aide Agreement*. This is used if you need a live-in aide. A live-in aide is some who only lives in the unit to assist the resident or program participant who is elderly or is a person with a disability.

If you are a Public Housing or Section 8 Housing Choice Voucher program participant, and have not yet been determined eligible, you may request a *Reasonable Accommodation Request* form by writing to the Applicant and Leasing Center Chief or calling the Applicant and Leasing Center:

Attention: Manager, Applicant and Leasing Center (ALC)
Miami-Dade Public Housing Agency ALC
2925 N.W. 18th Ave.
Miami, FL 33142
(305) 638-6464
Florida Relay Service: (800) 955-8771 (TDD/TTY)

MIAMI-DADE PUBLIC HOUSING AGENCY
REASONABLE ACCOMMODATION INFORMATION

If you are a Public Housing resident, you may request a *Reasonable Accommodation Request, Live-in Aide Agreement*, or *Release of Disability-Related Special Needs in Case of Emergency Evacuation* form from your Site Manager.

If you are a Section 8 Housing Moderate Rehabilitation or Family Unification Program applicant, but you have not yet been determined eligible, or if your are a Section 8 Housing Choice Voucher, Section 8 Housing Moderate Rehabilitation, or Family Unification Program participant, you may request a *Reasonable Accommodation Request,* or *Live-in Aide Agreement* form from a Leasing and Contract Specialist by contacting the Section 8 team to which you have been assigned. You can find out which team that is by calling (305) 403-3222.

If you are a participant in any other MDPHA program and want to request a reasonable accommodation, you may ask for a *Reasonable Accommodation Request* form from the MDPHA employee who assists you.

Return all completed forms to the same person who gave them to you.

Individuals may obtain a copy of the MDPHA Reasonable Accommodation Policies and Procedures, upon request, from Applicant and Leasing Center Eligibility Interviewers, Public Housing Site Managers, Section 8 Leasing and Contract Specialists, and the ADA Coordinator.

ADA Coordinator
701 NW 1 Court, 16th Floor
Miami, Florida 33136
(786) 469-4229 phone
(786) 469-4151 fax
Florida Relay Service: (800) 955-8771 (TDD/TTY)

This material is available in an accessible format upon request. Please call the ADA Coordinator at (786) 469-4229 (phone) or Florida Relay Service at (800) 955-8771 (TDD/TTY).

MIAMI-DADE GRIEVANCE PROCESS
AMERICANS WITH DISABILITIES ACT OF 1990

Creation

This grievance procedure shall serve as the County's mechanism to respond to complaints of discrimination on the basis of a disability in County programs and services under the Americans with Disabilities Act of 1990 (ADA). This procedure shall not apply to complaints of discrimination in employment. Employment discrimination complaints are handled by the Affirmative Action Office.

Opportunity for Complaint

Any individual who feels that they have been discriminated against in the provision of a program or service operated by Miami-Dade County shall have the ability to file a formal grievance, have the grievance responded to, and have the right to request an appeal if they are dissatisfied with the resolution of their grievance. The procedures to be followed in filing a formal grievance shall be available and accessible to the general public.

Coordination of Procedure

The Miami-Dade County Office of ADA Coordination, 111 N.W. 1st Street, 12th Floor #348, shall be the agency responsible for coordinating the County's grievance procedure and will serve as the conduit between the grievant and the department against whom the complaint is made. The Office will provide the department with the necessary technical assistance needed in reaching resolution of the complaint. The Office will make all attempts to assist the department in reaching an amicable resolution to the complaint; however, the office of ADA Coordination shall have no authority to direct the department in the manner in which the department ultimately decides to respond to the complaint.

Employment discrimination complains should be sent to the Office of Fair Employment Practices, 111 N.W. 1st Street, Suite 2720.

Filing a Complaint

Any individual who feels they have been discriminated against in any program or service provided by Miami-Dade County, under provisions of the ADA, shall submit a complaint, in writing to the Office of ADA Coordination. This written complaint shall contain the following information:

1. Name, address and telephone number (if available) of the grievant.
2. The date of the occurrence.

3. The name and location of the County program and service involved in the alleged occurrence.
4. The name (if known) of the County employee with whom the grievant came in contact, if appropriate.
5. Why the individual thinks that he has been discriminated against on the basis of a disability.

Complaint Resolution

Within five (5) days of receipt of the complaint, the Office of ADA Coordination shall:

1. Inform the department of the complaint; transmit a copy of the complaint to the department with general instructions as to the format which the department should follow in their response, and a date by which the department shall return a response to the Office. The Office of ADA Coordination will review the decisions with the department before final preparation of the response.

2. The department shall have thirty (30) days from receipt of complaint from the Office of ADA Coordination to respond to the complainant. Attempts will be made by the department to clarify the facts of the grievance. The actions taken by the department shall be conveyed to the grievant in writing. This letter, addressed to the grievant and signed by the Department, shall be transmitted to the Office of ADA Coordination within the specified time period. The response shall be mailed to the grievant by the Office of ADA Coordination with a cover letter informing the grievant of their ability to appeal the decision enclosed and the procedure which the grievant must follow in requesting an appeal. In no instance shall the Department mail their response directly to the grievant.

3. In the event that a complainant submits a written complaint to the operating department, the department shall send a copy of the complaint to the Office of ADA Coordination within five (5) days. That action will constitute a filing by the complainant with the Office of ADA Coordination as required in Section IV of this document. The Department will have thirty (30) days from receipt of written complaint to respond to complainant.

4. Where a department can solve a written complaint informally, the department will provide the Office of ADA Coordination a written statement explaining the mutually agreeable solution. It should be signed by the complainant and the department representative.

All reasonable attempts should be made by the department with the assistance of the Office of ADA Coordination to mediate and resolve the grievance.

Filing an Appeal

Any individual who is dissatisfied with the recommended resolution of their

complaint may request an appeal. In requesting an appeal the individual shall, within fifteen (15) days from the date of the written recommended resolution offered by the County, submit in writing to the Office of ADA Coordination their request to appeal the decision and express their willingness to appear before an impartial panel to present their grievance.

Appeal Process

Upon receipt of a written request for an appeal, the Office of ADA Coordination shall:

1. Notify the County Manager and request that within thirty (30) days he appoint a panel of three (3) senior members of unaffected County departments to hear the complaint. The Manager shall designate one of the three panel members to serve as chairperson.

2. Set a time and place for the hearing that is convenient to the grievant, the affected department and the panel members, within twenty (20) days after the panel is appointed, if possible.

3. Instruct the department, against whom the complaint has been made, to prepare a package with all necessary information pertinent to the complaint for each panel member to review prior to hearing.

4. Monitor and tape the hearing.

At the time of the hearing both the grievant and the affected department shall have the opportunity to present their positions to the panel. The panel members will also have the opportunity to pose questions to both parties. After the affected parties have presented the facts, and after all questions posed by the panel have been answered the hearing shall be closed and the panel shall meet privately to deliberate.

Within fourteen (14) days from the date of the hearing the panel shall issue its decision. The Chairperson shall prepare the decision of the panel. The Chairperson shall send the written decision to each panel member for review and signature prior to its submission to the affected parties. The decision of the panel is final and no further appeal shall be available within the administrative branch of County government.

Recordkeeping

The Office of ADA Coordination shall maintain files on complaints received along with all communications, recommendations, and other records pertinent to the complaints for a period of at least three (3) years.

Alternative Remedies

The establishment of this grievance procedure shall not preclude nor waive the grievant's right to seek redress under any alternative remedy available.

MIAMI-DADE PUBLIC HOUSING AGENCY

CONVENTIONAL PUBLIC HOUSING DWELLING LEASE

Effective ____/____/___

Client #: _____

ARTICLE I
Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease") is made this ____day of _____, in the year _____ between the Miami-Dade County, a political subdivision of the State of Florida (called the "Landlord") and _____ (called the "Resident").

1. **Description of the premises**

   (a) Address of unit: The Landlord hereby leases to the Resident a dwelling unit located at _____, _____ (unit), _____ (city), Florida _____ (zip code).

   (b) Such dwelling unit consists of ____bedroom (s) and ___bathroom (s).

   (c) The Landlord, using data provided by the Resident about his/her income, family composition, and housing needs, leases to Resident, the property (called "premises" or "dwelling unit") subject to the terms and conditions set forth in this Lease.

   (d) The premises must be used only as a private residence except as outlined in Article IX.2 for the Resident and the authorized household members named in Article III.1. (a) and (b) of this Lease.

2. **Period of the lease**

   (a) Initial term: The initial term of this Lease shall not exceed twelve months and shall cover the period beginning ____day of _____, in the year _____ and ending at midnight ____day of _____, in the year _____.

   (b) Renewal: Unless otherwise modified or terminated in accordance with Article XV, or unless Landlord advises the resident that this Lease shall not be renewed, this Lease shall automatically be renewed for successive terms of twelve calendar months.

3. **Rental charges**

   (a) Monthly rental charge for the dwelling unit identified in Article I.1. (a) above is $_____. The monthly rent is subject to change and is computed in compliance with applicable law and USHUD regulations. When the amount of monthly rent changes, the Landlord shall give the Resident written notice of the new amount and the date from which the new amount is applicable. Said notice shall become a part of this Lease.

   (b) The Resident agrees to pay a prorated portion of the monthly rental for the first month's rent due on the day that this Lease becomes effective. (The proration is computed as follows: Monthly rental charge in Article 1. 3 (a) above $_____ divided by number

of days in the month _____ times number of days in the month unit will be occupied _____, = prorated rent $ _____).

(c) The monthly rental charge stated in Article I.3 (a) above shall remain in effect until adjusted by the Landlord in accordance with Articles VI and VII of this Lease.

4. **Community Policies**

(a) Landlord developments have adopted Community Policies that govern various aspects of residency at each site. These regulations may be modified from time to time and shall be posted in each site's management office. The Community Policies are considered part of this Lease and are binding upon the Resident as if incorporated herein. Any serious or repeated violation of the Community Policies shall be considered a violation of this Lease and may be grounds for eviction.

5. **Definitions**

(a) **Resident**: The adult person who has been identified as head of household, has executed the Lease with Landlord, and resides in the unit.

(b) **Family composition:** The person(s) whose status determines the computation of monthly rent.

(c) **Household member:** All person(s) authorized to reside in the unit including foster children/adults and live-in aides. This Lease does not confer any rights to the unit by foster children/adults and live-in aides.

(d) **Guest**: Any person who is on the premises or the site with the Resident or household member's consent, or a person under the Resident's control who comes onto any site.

(e) **Live-in Aide**: A person who resides with an elderly, disabled or handicapped person and who:

(i) Is determined to be essential to the care and well-being of the person;

(ii) Is not obligated for the support of the person; and

(iii) Would not be living in the unit except to provide the necessary supportive services to the person.

(f) **Site:** Landlord's property that is comprised of one or more developments that may be contiguous or scattered.

(g) **Development:** Landlord's multifamily or single family properties developed and subsidized by federal funds.

(h) **Criminal activity:** Any illegal activity whether on or off the premises. For the purposes of this Lease, drug-related criminal activity shall include illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use a controlled substance; and violent criminal activity shall include any illegal activity that has as one of its elements the use, attempted use, or threatened use of physical

force substantial enough to cause, or be reasonable likely to cause, nontrivial bodily injury or property damage.

(i) **Warning:** Any written notification to the Resident or adult household member by any Landlord's employee or law enforcement officer, acting in their official capacity, regarding criminal activity, including the abuse of drugs and/or alcohol, by household members or guests.

ARTICLE II
Rent Payments

1. (a) Due Date: Rent is due and payable on the first day of each month and shall be considered delinquent after the 10th day of the month. If the 10th day of the month falls on a Saturday, Sunday or legal holiday, rent shall be considered timely paid on the business day following that Saturday, Sunday or legal holiday, but delinquent thereafter. If payment is not received on time, a late charge will be automatically accessed to the resident's account as stated in Article V (4)-Late Charges.

(b) Rent Payment: Rent shall be paid through any of the following options: 1) check, money order, or cashier's check mailed by the resident directly to the Landlord's lockbox together with payment stub from resident's monthly rent statement, 2) authorized direct debit from resident's checking or savings account, 3) paid online with major credit card. Cash will not be accepted. Payments of any kind will not be accepted at the site offices.

(c) Return Check Charge: Any time a check, direct debit, or other form of payment is not honored, the Landlord may collect a fee specified in the Community Policies. Failure to pay such fees is grounds for eviction. If a personal check is returned unpaid twice within a twelve-month period, only money orders or cashier's checks will be accepted during the subsequent 12 month period.

ARTICLE III
Authorized Members of the Household

1. Authorized occupants are the individuals who make up the family composition and other household members listed below. Each household member 18 years of age or older shall sign the lease to acknowledge his/her acceptance of all terms.

(a) Family composition (*list head of household first, spouse or co-head second, , then other family members, oldest to youngest*):

NAME	DATE OF BIRTH	SOCIAL SECURITY	RELATIONSHIP

(b) Household members who are not part of the family composition *(for example, the live-in aide)*

NAME	DATE OF BIRTH	SOCIAL SECURITY #	RELATIONSHIP

(c) Additions: Any addition to the individuals permitted to reside in the premises, other than natural births, requires advance written approval from the landlord. Such approval may be granted at the discretion of the Landlord and only if the unit size is appropriate, and the new adult family member passes the landlord's screening criteria including, but not limited to, a criminal history check. Resident agrees to wait for the Landlord's written approval before allowing additional person/s to move into the premises. This provision applies equally to all persons, including spouses, children under foster care or temporary custody, foster adults, and live-in aides.

(d) Removals: Removals for any reason of any of the household members named above on the Lease shall be reported in writing by the Resident to the Landlord within ten (10) days of occurrence.

2. In addition to the head of household and/or spouse, each member of the household 18 years or older shall sign the Lease to acknowledge his/her acceptance of all terms. Members of the household upon attaining age 18 years after initial lease execution shall sign a new lease with all other adult members of the household at the next annual re-certification.

3. This Lease will not be revised to permit a change of family composition resulting from a request to allow adult relatives to move into a unit except under extraordinary circumstances as determined by the Landlord.

4. Failure of the Resident to comply with the above provisions, or to provide complete and accurate information regarding household members, is a ground for eviction.

5. As listed in Article III, Authorized Members of the Household cannot participate in any other subsidized housing program provided by Federal, State or local housing assistance program. Multiple residencies and/or multiple rent subsidies are grounds for eviction.

ARTICLE IV

Security Deposit

1. Amount: Resident agrees to pay a security deposit, as security for performance of the rental agreement, in an amount equal to the greater of $100.00 or one month's gross rent. An additional pet deposit of $100.00 is required if Resident has a pet. A pet deposit shall not be required in the event the resident requires an assistive animal, as defined in the Assistive Animal Policy section of the Community Policies.

2. Disposition: At Lease termination, the Landlord may choose to impose a claim on the security deposit for:

   (a) Unpaid rent;

   (b) The cost of repairing damage to the unit beyond normal wear and tear;

   (c) Applicable court costs and attorney fees related to any termination or other proceeding provided Landlord prevails in the Court action; and

   (d) Other charges due from the Resident to Landlord.

   Upon vacating of the premises for termination of the Lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have fifteen (15) days to return the security deposit.

3. Notification: Resident agrees to give thirty (30) days written notice of intent to vacate delivered personally or by certified mail to the landlord. If the Landlord intends to impose a claim on the deposit, a written notice of intent to impose a claim on the Resident's security deposit, including the reason for imposing the claim, will be sent by certified mail to the Resident's last known mailing address within thirty (30) days after the Resident has moved out. Failure by the Resident to give the required 30 days notice of intent to vacate will relieve the landlord of the 30 days notice requirement but shall not waive any right the Resident may have to the security deposit or any part of it.

ARTICLE V

Other Charges and Conditions

In addition to the payment of monthly rent the Resident is responsible for the payment of other charges as specified in the Lease and Community Policies posted in each site management office. Other charges include: (1) any Landlord excess utility surcharges, (2) maintenance costs, (3) violation fines, (4) delinquent rent late charge, and (5) other amounts owed to Landlord. The Landlord shall provide written notice of the amount of any charge in addition to monthly rent, and that the charges are due and collectible two (2) weeks after written notice of the charges. Each written notice of charges in addition to rent must include a statement that if the Resident disagrees with the charge, he/she may use the grievance procedure to dispute the charge. Failure to timely request a grievance waives any objection on the part of the Resident to any charge.

1. **Utilities:** The Resident agrees to comply with all applicable rules and regulations issued by any Federal, State or local governmental authority regarding the regulation and conservation of utilities or fuels and not to waste or otherwise misuse the utilities provided by the Landlord.

(a) Landlord-Supplied Utilities, Services and Equipment: If indicated by an "X" in column (1) below, the indicated utility, service and equipment is supplied by Landlord and is included in the resident's rent. At developments where utilities are provided by Landlord, a charge may be assessed for excess utility consumption due to the operation of air conditioning units or major Resident-supplied appliances. The schedule of any such excess utility surcharges shall be posted by the Landlord in site management offices.

(b) Resident-Paid Utilities, Services and Equipment: If indicated by an "X" in column (2) below, an allowance for utilities appropriate for the size and type of dwelling unit shall be established for utilities paid by the Resident directly to the utility suppliers. By initialing next to the marked items below, the resident agrees to supply or pay the marked services and equipment. Air conditioning systems installed with individual check meters are not included in the utility allowance pursuant to federal regulations. If the utilities allowance results in a net rent credit to the Resident, the Landlord may pay the utility reimbursement jointly to the Resident and the utility supplier, or directly to the utility supplier, if the Resident and the utility supplier consent. The Landlord may change the utilities allowance at any time during the term of the lease. Unless otherwise allowed by federal regulations, the Landlord shall give the Resident 60-day written notice of the annual revised Utility Allowance. If the resident fails to request a grievance hearing pursuant to the grievance procedures the Resident waives any objection he/she may have to the utility allowance or utility surcharge.

(c) The Resident must pay for the utilities/services in column (2). Payments should be made directly to the appropriate utility company where applicable.

(d) The utility accounts must be under the name of the Head of Household, Spouse or co-head.

Column (1)		**Column (2)**
	Put "X" by any applicable Utility, Service and Equipment	
Landlord Supplied Utilities/Services		**Resident Paid Utilities/Services**
	Type of Utility	
_____	Electricity	_____
_____	Air Conditioning	_____
_____	Gas	_____
_____	Water and Sewer	_____
_____	Garbage	_____
_____	Other (Specify)	_____

Landlord Supplied Equipment	Type of Equipment	Resident Supplied Equipment
_____	Cooking Range	_____
_____	Refrigerator	_____
_____	Space heater	_____
_____	Reversible A/C unit	_____
_____	Washer	_____
_____	Dryer	_____
_____	Other (Specify)	_____

2. **Maintenance Costs:** Resident shall be responsible for the cost of services or repairs that are the result of damage to the premises, common areas or grounds that are caused by the Resident, household members or guests. When the Landlord determines that maintenance service provided is not caused by normal wear and tear, the Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Landlord or, for work not listed on the Schedule of Maintenance Charges, based on the actual cost to the Landlord for the labor and materials needed to complete the work.

3. **Fines:** The Resident agrees to pay fines, different from maintenance charges, that are incurred as a result of violations to the rules and regulations as set forth in the Community Policies duly adopted and posted in each site management office.

4. **Late Charges:** A $20.00 late charge shall be applied to the Resident's account if rent is delinquent. Late charges assessed hereunder shall not be due and collectible until two (2) weeks after the Landlord gives written notice of the charge. In the event the Resident fails to pay this late charge following receipt of the written notice, the Resident shall receive a 30-day written notice of termination. Failure to pay the late charge is grounds for eviction.

5. **Other Amounts:** As a further condition of this Lease, Resident agrees to pay all other amounts owed to Landlord such as back rent, back charges, or administrative fines pursuant to a repayment agreement or Court order, and all other amounts owed to Miami-Dade County or its agencies and departments.

Failure to pay these and other charges timely after two weeks of notice by Landlord is grounds for eviction.

ARTICLE VI
Reexaminations and Determination of Eligibility

1. In accordance with federal regulations, the status of each household will be re-examined at least once every twelve (12) months in order to re-determine rent, dwelling size and eligibility to continue occupancy. This re-examination shall be conducted in accordance with the approved

statement of policies and procedures, laws and regulations, schedule of rents, income and occupancy limits.

2. The Resident agrees to promptly supply the Landlord, when requested, with accurate information about: Social Security Number, citizenship or eligible immigration status, family composition (including age and gender), income, assets, employment, handicap or disability of family members, proof of school registration and school attendance of minor children and related information necessary to determine eligibility, annual income, adjusted income and rent. Providing incomplete and inaccurate information will be considered fraud and shall constitute grounds for eviction.

3. All information supplied to the Landlord must be verified. The Resident is responsible for complying with the Landlord's request for verification. This may include signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. Landlord may conduct a criminal background screening on the Resident or any household member during annual reexamination or whenever the Landlord deems it necessary. Landlord is final determiner as to whether the information has been adequately verified. The Resident shall be notified in writing of the effective date of any rent adjustment resulting from the reexamination.

4. If due to instability of family income or family composition, annual family income cannot be determined, a temporary determination of income and rent will be made and a special reexamination will be scheduled every 30 days, not to exceed a total of 90 days, or until stable income is established, whichever comes first. The Resident shall be notified in writing of the date of each special reexamination.

5. Re-certifications or reexaminations during the contemplation of, or pending lease termination or eviction proceedings shall not constitute a waiver of the right to pursue such proceedings.

ARTICLE VII

Interim Re-certifications and Rent Adjustments

1. Landlord will not consider rent to have changed during the period between annual re-examinations unless the following occurs:

   (a) If the total family income increases by $200.00 or more per month, the Resident must report such change in writing to the management office within ten (10) days of occurrence. Decreases of income in any amount lasting longer than one month may be processed at the resident's request. Changes that result in an increase or decrease in rent must be verified in accordance with article VI above.

   (b) Any changes to family composition, including natural birth or adoption, must be reported in writing to the Landlord as soon as they are known, but in no event later than ten (10) days after occurrence. Changes that result in an increase or decrease in rent must be timely verified in accordance with Article VI above.

   (c) Rent will not be adjusted when income decreases result from verified failure to participate in an economic self-sufficiency program, or failure to comply with work or community service requirements, or fraud, by any member of the family composition under any Federal, State or County law applicable to welfare or public assistance benefits.

(d) Rent may be adjusted between scheduled re-examinations when rent formulas or procedures change, or if utility allowances applicable to the unit are adjusted, as allowed by federal law and regulations.

2. If as a result of the rent adjustment the monthly rental payment decreases, the rent adjustment will become effective the first day of the month following the date the information is reported to the Landlord. If the rent should increase as a result of the rent adjustment, the adjustment will become effective the first day of the second month following the date the change in circumstances is reported to the Landlord.

3. If it is found that the Resident failed to timely report any changes in income or family composition as described above, or provided inaccurate, or incomplete information it will be considered fraud, any of the following may occur:

   (a) Any increase in rent which would have occurred had changes been reported in a timely manner will be made retroactive to the effective date of the change in circumstances and the Resident agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged.

   (b) Any decrease in rent which would have occurred had changes been reported in a timely manner will be made effective the first day of the month following the date the change is reported to the Landlord, and will not apply retroactively.

   (c) The Resident may be subject to eviction and/or prosecution regardless of the effect on rent, if any.

ARTICLE VIII

Transfers

1. If the Landlord determines that a transfer is necessary, Resident will be notified in writing of the reason for the transfer. The Resident agrees to transfer to a unit designated by the Landlord. The Resident will then have thirty (30) days within which to move to the unit designated by the Landlord. If the Resident refuses to move, the Landlord may terminate the Lease. The Resident shall be offered the opportunity for a hearing under the Landlord grievance procedure.

2. Should the Resident accept a unit with disability accessibility features, and the Resident or any member of the household does not need such features, the Resident agrees to move to a unit without such when another Resident who is disabled needs the unit with the accessibility features, within thirty (30) days of notice thereof.

3. The Landlord will consider but need not honor a Resident's request for a transfer.

4. The Landlord may reassess the Resident's eligibility for housing including, but not limited to, a criminal history check when reviewing the Resident's request for transfer.

5. Residents approved for transfer must have a current rent account with no outstanding balance and must leave the present unit in a satisfactory condition. The Resident shall be responsible for all moving expenses, except where required by federal regulations. The Resident agrees to sign a new Lease for the new unit before the move-in occurs.

ARTICLE IX

Resident's Obligations

As a requirement for continued occupancy of a dwelling unit the Resident, in addition to other obligations described elsewhere in this Lease, must:

1. Abide by all regulations and conditions established by Landlord in the Lease and Community Policies and with the requirements of all applicable building codes, housing codes, federal regulations, state or local law which impose obligations relating to the occupancy of a dwelling unit and surrounding premises. A sample lease, community policies, and any addenda documents shall be posted in a conspicuous manner in the site management office and shall be available upon request. Violations of such requirements shall constitute a violation of the Lease.

2. Comply with the terms of the lease, including but not limited to rent payment and housekeeping requirements.

3. Use the property exclusively as a private residence for himself/herself and household members listed in Article III. 1 (a) and (b) of this lease, and not to use or permit its use for any other purpose. The Landlord may by prior written approval consent to a member of the family composition engaging in a legal home-based business in the dwelling unit where the business is incidental to the primary use of the unit as a residence. The activities of any such authorized business are subject to the requirements of this Lease, the Community Policies and all applicable Federal, State and local laws which impose obligations relating to the operation of a home-based business. Failure to operate the home-based business in compliance with this Lease and Community Policies will result in eviction.

4. Not assign the Lease; nor sublease the dwelling unit; nor give accommodation to boarders or lodgers;

5. Not give accommodation to any guest in excess of a total of fourteen (14) days per year, whether or not consecutive, unless the resident obtains the advance written consent of the Landlord. Not to allow any other person, including guest or visitors, or other person otherwise under the control of the resident, to reside or to stay as a guest in the dwelling unit during the resident's absence unless the resident obtains the advance written consent of the Landlord.

6. Not to allow any other person, other than those listed in Article III to use the dwelling unit's address on their identification cards, driver license or as their mailing address.

7. Ensure that school-age children are enrolled in school, attend regularly and not be absent without excuse for more than fifteen (15) days in any 90-day period within a given school year barring death, serious illness or injury, or the child who attains the age of sixteen (16) years files a formal declaration of intent to terminate school enrollment with the school board.

8. Keep the dwelling unit, the surrounding premises and any such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean, safe and sanitary condition.

9. Perform seasonal lawn maintenance or other maintenance tasks, where performance of such tasks by tenants of dwelling units of a similar design and construction is customary. Residents who are unable to perform such tasks because of age, disability or infirmity shall be exempt from such requirement.

10. Refrain from and cause members of his or her household, guests or other persons under his/her control to refrain from destroying, defacing, damaging or removing Landlord's property from his/her dwelling unit, common areas or other Landlord property.

11. Notify the Landlord promptly of any known need for repairs to the dwelling unit and of any known unsafe condition in the common areas and grounds of the development which may lead to damage or injury.

12. Pay reasonable charges, other than for wear and tear, for the repair of damages to the dwelling unit, or to Landlord buildings, facilities or common areas caused by the Resident, any member of his/her household, a guest or another person under the Resident's control.

13. Meet community service, work or family self-sufficiency public assistance program requirements as applicable.

14. To act, and cause household members, guests or other persons under the Resident's control, to act in a manner which will not disturb other residents' peaceful enjoyment of their premises. If a warning is given to the Resident or any adult household member concerning any guest, neither the Resident nor any household member shall permit such person to have access to the leased unit where the Resident and household members reside. The Resident and household members agree that such person who subsequently visits the site where the Resident's unit is located shall be considered a trespasser. The Resident and household members shall cooperate in all respects with Landlord personnel and law enforcement officers in treating such person as a trespasser.

15. Assure that the Resident, any member of his/her household, a guest or another person under the Resident's control does not engage in:

    a. Any activity, criminal or non-criminal, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of Landlord;

    b. Any criminal activity whether on or off the premises. Any such criminal activity, even in the absence of a conviction, shall be cause for termination of tenancy, and for eviction from the dwelling unit. For the purposes of this Lease: drug-related criminal activity shall include illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use, a controlled substance; violent criminal activity shall include any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, nontrivial bodily injury or property damage; and non-violent criminal activity shall include any non-violent criminal activity that threatens the health, safety, or right to peaceful enjoyment by other residents or employees of the Landlord;

    c. Interfering with the job responsibilities of, or in any way threatening, Landlord employees, authorized vendors, service personnel or representatives of Landlord.

ARTICLE X
Landlord Obligations

The Landlord will:

1. Maintain the dwelling unit and the development in decent, safe and sanitary condition.

2. Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.

3. Make necessary repairs to the dwelling unit.

4. Keep development buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.

5. Maintain in good and safe working order and condition electrical, plumbing sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.

6. Provide and maintain appropriate receptacles and facilities for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the resident. However, Landlord is not obligated to provide individual trash cans.

7. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

8. (i) Notify the Resident of the specific grounds for any proposed adverse action by Landlord. Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of the resident to another unit, or imposition of charges for maintenance and repair, or excess consumption of utilities.

   (ii) When required to afford the Resident opportunities for a hearing under the grievance procedure, inform the Resident of the right to request such hearing. In the case of a lease termination, the notice of Lease termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed Lease termination, Landlord shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the resident) the grievance process has been completed.

9. By signing this rental agreement the Resident agrees that upon surrender or abandonment of the dwelling unit, as defined by Chapter 83, Florida Statutes (FS), the Landlord shall not be liable or responsible for storage or disposition of the Resident's personal property. Note: According to FS Chapter 83.59(3) (c) "it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of a time equal to one-half the time for periodic rental payment. However, this presumption shall not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence."

ARTICLE XI

Inspections

1. Prior to occupancy, the Landlord and the Resident shall inspect the dwelling unit and immediate surrounding premises. The Landlord shall furnish the Resident with a written statement of the condition of the dwelling unit, immediate surrounding premises and the equipment provided within the unit. This statement shall be signed by the Landlord and the Resident and a copy retained in the Resident's file.

2. When the Resident vacates the dwelling unit, the Landlord shall inspect the unit and furnish the Resident with a written statement of any claims to the Security Deposit pursuant to Article IV.3 of this Lease. The Resident and/or his representative will be provided the opportunity to join in such inspection unless the Resident vacates without notice to the Landlord.

3. The Resident agrees that upon at least forty-eight (48) hours advance written notice, stating reason for entry access, a duly authorized agent or representative of the Landlord shall be permitted to enter the dwelling unit during reasonable hours to perform routine inspections, preventive maintenance, improvements or repairs. However, the Resident's request for maintenance shall constitute permission to enter the unit when the Landlord's maintenance staff comes to perform such maintenance work, even if the Resident and all adult members of the household are absent from the premises.

4. The Landlord shall have the right to enter the Resident's dwelling without prior notice to the Resident if there is reasonable cause for the Landlord to believe that an emergency condition exists. If the Resident and all adult members of his or her household are absent from the premises at the time of entry, the Landlord shall leave a written statement notifying the Resident of the date, time and purpose of entry.

ARTICLE XII

Defects Hazardous to Live, Health and Safety

In the event the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the Resident, the rights and obligations of the Resident and the Landlord are as follows:

1. The Resident shall immediately notify the Landlord of the damage and the Landlord shall make repairs within a reasonable time of the Resident's reporting the condition to the Landlord.

2. If the necessary repairs cannot be made within a reasonable time, the Landlord shall offer the Resident a replacement dwelling unit, if available, provided the damage was not caused or made worse by the Resident, any member of his/her household, a guest or a person under the Resident's control.

3. If alternative accommodations are unavailable and necessary repairs cannot be made within a reasonable time, the Landlord shall abate rent in proportion to the seriousness of the damage and loss in value as a dwelling while the Resident is residing in the unrepaired dwelling unit. The Resident agrees to continue to pay full rent, less the abated portion agreed upon by the Landlord, during the time in which the defect remains uncorrected. No abatement of rent shall occur if the Resident rejects alternative accommodations or if the damage was caused by the Resident, any member of his/her household, a guest or a person under the Resident's control.

4. If the Landlord determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of the Resident, and alternative accommodations are refused by the Resident, this Lease shall be terminated.

ARTICLE XIII

Legal Notices

1. All notices, except as provided in Article XI.4, required to be delivered to the Resident pursuant to this Lease shall be delivered in writing any one of the following ways:

(a) To the Resident or an adult member of the Resident's household; or

(b) If the Resident and all adult members of the household are absent from the premises, by leaving a copy at the residence and by prepaid first class mail properly addressed.

2. All notices required to be delivered to the Landlord by the Resident shall be in writing either sent by prepaid first class mail addressed to the site management office listed on the last page of this Lease, or delivered by the head of household, or other household member, in person to the site manager (or designee) at the address listed on the last page of this Lease.

3. If the Resident is visually impaired, notices must be in accessible format.

ARTICLE XIV
Posted Notices

All community policies, rules, regulations and schedules for special charges for services, repairs or utilities which are required to be posted, shall be publicly posted in a conspicuous manner in the site office and shall be furnished to applicants and Residents upon request. Such schedules, rules and regulations may be modified by the Landlord by giving thirty (30) days written notice of the proposed modifications allowing the Resident an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. The notice shall be posted in at least three (3) conspicuous places within the affected Landlord property.

ARTICLE XV
Termination of the Lease

This Lease may be terminated by the Resident at the end of the first year, by the Resident giving thirty (30) days written notice in the manner prescribed by Article XIII.2. This Lease may be terminated by the Landlord in accordance with the provisions of this Lease and Chapter 83, Part 2, Florida Statutes as it may be amended.

1. Conditions of Termination

   a. The Landlord shall have the right to terminate or refuse to renew the Lease for any of the following reasons:

   b. Failure by the Resident or any member of his/her household to fulfill his/her obligations outlined under the Articles of this Lease, the Community Policies and any addenda or amendments to the Lease or Community policies.

   c. A serious or repeated violation by the Resident or any member of his/her household of one or more terms of the Lease.

   d. The denial of service, disconnection or shutting off of utilities that the Resident is responsible for paying. MDPHA will not terminate assistance if the resident restores utility service legally and timely as required with the timeframe of the 30-day notice to cure.

   e. Any activity, criminal or non-criminal, engaged in by the Resident, any member of his/her household, a guest or a person under the control of the Resident, which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of Landlord.

f. Any criminal activity (violent, non-violent, or drug-related) whether on or off the premises committed by the resident, any member of his/her household, a guest or a person under the control of the resident, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of MDPHA. Any such criminal activity, even in the absence of a conviction, shall be cause for termination of tenancy, and for eviction from the dwelling unit. For the purposes of this Lease,:

   i. Drug-related criminal activity shall include: illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use, a controlled substance; and

   ii. Violent criminal activity shall include: any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, nontrivial bodily injury or property damage.

   iii. Non-violent criminal activity shall include: any activity that threatens the health, safety or right to peaceful enjoyment by the residents or employees of MDPHA.

   iv. A single arrest where the criminal charges are dropped, dismissed no action, nolle prossed or other resolution that does not involve an admission of guilt, or where the applicant is found not guilty or acquitted, shall not result in denied assistance except for cases specified in Chapter II, section J (4) (c) of the ACOP, or when there is a history or pattern of repeated arrests, or when such activity threatens health, safety, or right to peaceful enjoyment by residents and employees of MDPHA.

g. Failure by the Resident to report to any reexamination interview or provide verification of any information required by the Landlord.

h. Resident and Household Members shall not commit fraud, bribery, or any other corrupt or criminal act in connection with any government agency or program. If it is determined that resident or any household member has provided fraudulent information or committed fraud in connection with the application process, or to otherwise remain in the dwelling unit,

i. Failure to keep the dwelling unit, the surrounding premises and any such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean, safe and sanitary condition.

j. Failure to comply with Federal, State or local public assistance program requirements related to work activities, community service requirements, or fraud.

k. If the Resident or any member of his/her household, a guest or a person under the Resident's control, engages in the illegal use, or threatened use of or display of firearms, fire bombs or other weapons on Landlord's property.

l. If the conduct of the Resident, any member of his/her household, a guest or a person under the Resident's control, is such that there is a likelihood that his or her presence on the premises may lead to personal injury or property damage.

m. If school-age children do not attend school regularly and are absent more than 15 unexcused days within any 90-day period of a given school year except in instances of

death, serious illness or injury, or the child who attains the age of 16 years files a formal declaration of intent to terminate school enrollment with the school board.

n. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas. Resident must pay for any necessary repairs of damages caused; non-payment will be grounds for termination.

o. Any fire on the premises caused by carelessness, failure to supervise children or unattended cooking.

p. If the Resident, any member of his/her household, a guest or a person under the Resident's control threatens, obstructs or interferes with an employee of the landlord or any government official conducting official business on or around the premises.

q. The Resident refuses to accept the Landlord's proposed change(s) to this lease.

r. If the Resident repeatedly interferes with, or is counter to Lease or Community policies, or if the Lease has expired and has not been renewed.

s. A Resident member of the United States Armed Forces who is required to move pursuant to permanent change of station 35 miles or more from the location of the rental premises, or who is prematurely or involuntarily discharged or released from active duty with the United States Armed Forces, may terminate his or her rental agreement by providing the Landlord with a written notice of termination to be effective at least 30 days after the Landlord's receipt of the notice. The notice to the Landlord must be accompanied by a copy of the official military order or written verification signed by the member's commanding officer.

2. If the Landlord proposes to terminate this Lease, the termination of the Lease shall be by Federal and State law as follows:

   a. Landlord shall give fourteen (14) days written notice of termination if said termination is caused by Resident's failure to pay rent. Such notice shall not be sent until the rent is delinquent in accordance with Article II.1 (a) of this Lease.

   b. Landlord shall give seven (7) days written notice of termination for serious violations of the Lease.

   c. Landlord shall give thirty (30) days written notice of termination in any other case.

ARTICLE XVI
Grievance/Appeal Procedure

Disputes concerning the obligations of the Resident or the Landlord shall be resolved in accordance with the grievance procedure in effect at the time such grievance arises. In the case of a lease termination, the notice of lease termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed Lease termination, Landlord shall not take the proposed action until the time for the Resident to request a grievance hearing has expired and, if a hearing was timely requested by the Resident, after the grievance process has been completed. The application of Landlord's policy may be grieved but not the policy itself.

ARTICLE XVII
Change in Rental Agreement

During the term of the Lease, the Landlord may change the terms and conditions of this Lease. The Landlord shall notify the Resident of any change at least thirty (30) days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing a new Lease, addenda or amendments to the existing Lease. Failure to sign indicates that the Resident has rejected the changed terms and conditions and that he/she intends to terminate the tenancy effective at the end of the last monthly period prior to the effective date of the proposed change.

ARTICLE XVIII
Resident Training Programs

The Resident agrees to attend the Landlord's resident orientation program upon entry into public housing and the Landlord's post occupancy training program after entry into public housing. The Landlord will provide the Resident with training schedule information. The Landlord agrees to make special provisions to accommodate disabled, frail elderly, and medically ill Residents.

ARTICLE XIX
Miscellaneous Provisions

1 This Lease, including attachments and addenda to the Lease, shall constitute the entire agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

2 Nothing in this Lease shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

3. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Resident and the Landlord unless specifically stated herein.

4. The invalidity of all or any part of this Lease shall not render invalid the remainder of this Lease or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

5. This Lease shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.

6. Review of this Lease - The parties warrant that (i) they have executed this Agreement with full knowledge of their rights; (ii) they have received or have been given the opportunity to receive independent legal advice from their attorneys with respect to the matters herein set forth and the rights and asserted rights arising out of said matters; and (iii) they have not relied on any statements or representations (other than representations set forth in this Agreement) by any other party or its representatives.

IN WITNESS THEREOF, the parties have executed this Lease Agreement this ____day of _____, in the year _____ at Miami-Dade County, Florida.

RESIDENT

_____

Resident (head of household)

_____

Spouse (if applicable)

_____

Family/Household Member (18 or older)

_____

Family/Household Member (18 or older)

_____

Family/Household Member (18 or older)

MIAMI-DADE PUBIC HOUSING AGENCY

_____

Landlord/Authorized Representative

_____

Site Name

_____

Site address

_____

_____

MIAMI-DADE PUBLIC HOUSING AGENCY

COMMUNITY POLICIES

Effective ___/____/____

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MIAMI-DADE PUBLIC HOUSING AGENCY
COMMUNITY POLICIES

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MIAMI-DADE PUBLIC HOUSING AGENCY

COMMUNITY POLICIES

Miami-Dade Public Housing Agency's (MDPHA) Community Policies are developed for the purpose of providing decent, safe, public-assisted rental housing. In exchange for rental payments, each resident is entitled to the exclusive use and enjoyment of his/her unit in a peaceful, quiet and community-oriented environment. Rules and regulations are not meant to infringe on the rights of any one resident, but rather to protect the rights of all the residents and the community as a whole. Residents who do not comply with the rules and regulations of this Community Policies document which are incorporated by reference in the Conventional Public Housing Dwelling Lease will be notified in writing of the noncompliance or violation(s). Noncompliance with, or violation(s) of the rules and regulations by a resident will be grounds for the termination of the lease agreement as allowed by law.

MDPHA reserves the right to amend or supplement the Rules and Regulations contained herein upon service of reasonable notice to the residents.

All City, County, State and Federal Laws apply to each resident and his/her guest of this community.

I. MOVE-IN/MOVE-OUT

Moving into or moving out of the housing unit must be accomplished between the hours of 8:00 A.M. and 5:00 P.M. to minimize disturbance of residents. Vehicles must remain in the parking area and are not permitted on the lawns, walkways, or other access areas during the moving process.

II. RESIDENT ORIENTATION

It is important that residents clearly understand MDPHA rules and regulations thus the following residents are required to attend Resident Orientation Training within the first forty-five (45) days of residency:

A. All new residents
B. Transfer residents
C. Current residents who exhibit housekeeping difficulties as determined by unit inspections.
D. Refusal to participate in or unsuccessful completion of the training program will result in a fine and/or lease termination.

III. PET OWNERSHIP AND ASSISTIVE ANIMAL POLICIES

THE PET OWNERSHIP AND ASSISTIVE ANIMAL POLICIES FOR THIS COMMUNITY ARE AS FOLLOWS:

PET OWNERSHIP POLICY

A. **PET OWNERSHIP IS PERMITTED** to residents of public housing subject to compliance under this Policy. A pet may be disallowed to a pet owner for failure to comply with the Pet Policy.

B. **A RESIDENT OR PROSPECTIVE RESIDENT MUST OBTAIN WRITTEN PERMISSION** from the site manager before keeping any pet on or about the premises. The prospective pet owner may only obtain written permission for a pet by meeting all the applicable Lease Agreement and Pet Policy requirements and by participating in the mandatory pet registration. The pet owner must register his or her pet according to all requirements of the Policy before bringing the pet onto the project premises. Pet owners must comply with all terms of the Lease Agreement and the Policy.

C. **THE ONLY ANIMALS ALLOWED AS PETS** are common household pets. MDPHA will not register an animal that is not a common household pet. The definition of a common household pet is "A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, which is traditionally kept in the home for pleasure rather than for commercial purposes." This definition does not include any reptiles other than turtles. The list of animals not allowed as pets also includes (but is not limited to) raccoons, snakes, monkeys and pigeons. Any animals that are determined to constitute a nuisance or a threat to the health or safety of other residents, visitors, Department employees and/or any other persons on or about the premises are prohibited.

D. All owners of a dog or cat shall pay an additional $100 pet deposit to cover possible damages that the pet might cause in the development. The resident shall receive a refund of the unused portion of the pet deposit when the resident no longer owns a pet, or when he/she vacates the unit. MDPHA may offer residents a payment plan for the pet deposit of $50.00 up front and $50 payable the following month.

E. Pet ownership may be revoked at any time subject to the MDPHA grievance procedure, if the animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:

    1. The number of four legged, warm-blooded pets are limited to one such pet in each dwelling unit.
    2. The weight of any pet is not to exceed twenty (20) pounds at the age of maturity.
    3. The designated area for walking pets and waste elimination will be determined at each site individually.
    4. Every resident owning a pet must abide by Miami-Dade County Animal Control ordinances pertaining to inoculations, licenses, and leash laws. Proof of such compliance must be shown when the pet is first registered and at annual re-examinations.
    5. All cats and dogs must be spayed or neutered. Certification of the applicable operation must be submitted during initial registration.
    6. Animals that are exotic, unusual or different from normal household pets, such as monkeys, raccoons, snakes, pigeons, etc., or which are determined to constitute a nuisance to the health or safety of other residents and/or Department employees, are prohibited.

7. No pet may be kept in violation of state humane or health laws, or local ordinances. (Pit bulls are not permitted as pets unless in compliance with Miami-Dade County ordinance).
8. Dogs and cats shall remain inside the resident's unit unless they are on a leash and directly controlled by the owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
9. Residents are responsible for cleaning up after their pets. All animals must be fed on the resident's property or in the apartment.
10. Residents shall take adequate precautions to eliminate any pet odors within or around their unit and maintain the unit in a sanitary condition at all times. Residents are to provide for proper pet maintenance and disposal of waste.
11. The resident shall not permit any disturbance by his/her pet which would interfere with the peaceful enjoyment of other residents, whether by loud barking, howling, biting, scratching, chirping, or any other such activities.
12. Dogs and cats shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
13. If pets are left unattended for twenty-four (24) hours or more, MDPHA may enter to remove the pet and transfer it to the proper authorities. MDPHA accepts no responsibility for the pet under such circumstances. Residents are to identify an alternative custodian for their pet in the event of illness or other absence from the unit.
14. Residents are responsible for all damages, including costs of fumigation, caused by their pets. Owners are also responsible for any personal injuries attributable to the pet. Owners of dogs and cats will be assessed a maintenance charge for each occasion that the maintenance staff needs to clean up after the pet.

F. All residents who own pets will abide by the above stipulated guidelines and will sign a copy of the provision governing ownership and care of pets. Residents who violate these rules are subject to:

1. Being required to get rid of the pet within seven (7) days notice by MDPHA, unless the pet creates an immediate threat to health and safety of the general public, in which case the pet must be immediately removed by the resident or proper local authorities.

2. Eviction.

ASSISTIVE ANIMAL POLICY

A. **ASSISTIVE ANIMALS ARE NOT CONSIDERED PETS**. They are to be used to give assistance to persons with disabilities (a physical or mental impairment that substantially limits one or more major life activities, a record of such impairment, or being regarded as having such impairment) and are necessary as a reasonable accommodation. Assistive animals are also referred to as service animals, support animals or therapeutic animals. An assistive animal may be disallowed to an assistive animal owner for failure to comply with the assistive animal policy.

B. **A RESIDENT, OR PROSPECTIVE RESIDENT, MUST OBTAIN WRITTEN PERMISSION** from the site manager before keeping any assistive animal on or about the premises. Written permission shall not be unreasonably denied. The assistive

animal owner must register his or her assistive animal according to all requirements of the Policy before bringing the assistive animal onto the project premises. Assistive animal owners must comply with all terms of the Lease Agreement and the Policy.

C. Owners of assistive animals are not required to pay a pet deposit described herein. Notwithstanding this exception from having to pay a deposit does not exclude the assistive animal owner from liability for any damages caused to the premises by such assistive animal.

D. Any assistive animals that are determined to constitute a nuisance or a threat to the health or safety of other persons on or about the premises are prohibited.

E. MDPHA will only allow a resident's or prospective resident's assistive animal to reside in the resident's unit if:

   a) A qualified health professional certifies in writing that the resident or a member of his or her family is a person with a disability;
   b) a qualified, health care professional certifies in writing that the animal is needed to assist with the disability;
   c) the requested animal actually assists the person with a disability;
   d) the resident or prospective resident delivers true and accurate copies of the certifications referred to in Sections E(a) and E(b) to the site manager; and
   e) the site manager provides written approval to the resident or prospective resident indicating that the requested animal is acceptable as an assistive animal according to the rules set forth in this section.

F. Assistive animal ownership may be revoked at any time subject to the MDPHA grievance procedure, if the assistive animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:

   1. The assistive animal owner must use the designated area for walking assistive animals and waste elimination that is determined at each site individually.
   2. Every resident owning an assistive animal must abide by Miami-Dade County Animal Control ordinances pertaining to inoculations, licenses and leash laws. Proof of such compliance must be shown when the animal is first registered and at annual re-examinations.
   3. No assistive animal may be kept in violation of state humane or health laws, or local ordinances. Pit bulls are not permitted as assistive animals unless in compliance with Miami-Dade County Ordinance.
   4. Dogs and cats that are assistive animals shall remain inside the resident's unit unless they are on a leash and directly controlled by the animal's owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
   5. Residents are responsible for cleaning up after their assistive animals. All assistive animals must be fed on the resident's property or in the apartment.
   6. Owners of assistive animals must care for their animals in such a way as to ensure that their premises are maintained in a clean and sanitary condition.
   7. Owners of assistive animals must control their animals in such a way as to ensure that their animals do not interfere with their neighbors' rights to enjoy their premises in a safe and peaceful manner. The assistive animals must not be a nuisance or threat to the safety of other residents, visitors, MDPHA employees and/or any other persons on or about the premises are prohibited.

8. Assistive animals shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
9. If an assistive animal is left unattended for twenty-four (24) hours or more, MDPHA may enter to remove the animal and transfer it to the proper authorities. MDPHA accepts no responsibility for the animal under such circumstances. Residents are to identify an alternative custodian for their assistive animals in the event of illness or other absence from the unit.

G. MDPHA will consider a waiver to any of the provisions of the Assistive Animals section of this Policy regarding assistive animals on a case-by-case basis, should any of the provisions of the Policy conflict with a resident's bona fide right to an assistive animal where such animal is necessary to a resident as a reasonable accommodation.

H. All residents who own assistive animals will abide by the above-mentioned guidelines and will sign a copy of the provision governing ownership and care of the assistive animal. Residents who violate these rules are subject to:

1. Being required to get rid of the assistive animal within seven (7) days notice by MDPHA, unless the assistive animal creates an immediate threat to health and safety of the general public, in which case the assistive animal must be immediately removed by the resident or proper local authorities.

2. Eviction.

IV. VEHICLES

All motorized vehicles parked on the development community property must comply with the following community rules:

A. All resident's motorized vehicle(s) parked at the development community must be registered with the site management office staff. Vehicle registration must reflect as owner or co-owner the name of one or more household members listed in Article III. Vehicles not registered with management may be towed at the owner's expense in accordance with Florida State Law. No vehicle may be registered using the dwelling unit as the address for registration by any person not listed in Article III.

B. Any vehicle(s) within the boundaries of the property found to be in an inoperable condition or illegal to operate will be towed at the owner's expense. Inoperable condition includes, but is not limited to: flat or missing tire(s) mechanical problem(s), (i.e. motor will not start, drive train problem, no brakes), or damage from a collision. Illegal to operate includes, but is not limited to, a broken windshield or head lamp, no current registration, no current emission approval, or no current license tags.

C. The storage of resident/non-resident vehicle(s) is strictly prohibited. If not immediately removed, the vehicle(s) will be towed at the owner's expense.

D. All vehicles are to be maintained with legal license plates, vehicle registration approved emission test, and insurance as is required by Florida State Law.

E. **Washing vehicle(s) with water provided by the development community is strictly prohibited.** Violation of this rule will result in a $50.00 charge to be assessed against the resident for each violation of this rule. The charge must be paid in full within two (2) weeks of written notice of this charge. Residents will be charged $75.00 for allowing any violation of this rule by any guest.

F. **The repair of vehicles on the development community property is strictly prohibited.** Any vehicle deemed under repair and inoperable by management will be towed from the property after serving proper notice to the owner. Battery assisted starting of vehicles and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.

G. Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) will not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from management. The vehicle will not be allowed to be parked at the development unit until proof of repair of the fluid leak is provided to the site management staff. The resident(s) on the Lease will be responsible for any cleaning and/or damages to the parking lot surface. The resident(s) on the Lease will reimburse the development community for all costs within two (2) weeks of receipt of written notice of all charges.

H. All motorcycles, mini-bikes, and any other type of recreational vehicle are strictly prohibited from operation within the physical boundaries of the development. All motorcycles, mini-bikes, or any other type of recreational vehicle must be approved, in writing, by management prior to the vehicle being brought onto and/or stored within the development boundaries.

I. Vehicles are to be parked in designated parking areas only. Any vehicles not properly parked within designated parking areas will be towed at the owner's expense. Any vehicle parked in a "NO PARKING" area, indicated by diagonal stripes or yellow or red painted curbs, will be towed at the owner's expense. Vehicles without proper handicapped tags parked in spaces designated for handicapped parking will also be towed at the owner's expense.

J. Vehicles with loud mufflers or any other type of noisy mechanical attachment or defect will be removed from the property immediately upon receipt of written notification from management. The vehicle will not be returned to the property unit written proof of repairs to correct the problem(s) has been approved by site management staff.

K. Due to the restricted number of parking spaces, parking in front of the development buildings is for residents only. Guests must park their vehicles in parking spaces away from the buildings or on the street near the curb. It is the resident's responsibility to inform guests where to park. **There are no assigned parking spaces, only on "first-come first-served" basis unless required by a disabled person as a form of a reasonable accommodation.**

L. Management is not responsible for the safety or security of your vehicle(s) or your guest's vehicle(s).

M. The parking or driving of commercial vehicles used by residents for work is prohibited within the boundaries of the property. All vehicles weighing more than 4,000 pounds are prohibited within the boundaries of the development except for the temporary delivery of goods or services to the property and/or residents.

N. The driving, parking, and/or operation of any type of vehicle on the lawns is strictly prohibited. Vehicles may be operated on the driveways and parking lots only. Violations will result in corrective action deemed necessary by management and/or local police agencies. Vehicles in violation will be towed at the owner's expense.

O. Large trucks, motor homes, boats and trailers, utility trailers, commercial vans and/or trucks, motorcycles, 4-wheelers, excavation equipment, or any commercial equipment is strictly prohibited from the development property.

P. **Proper notice is considered properly served by posting written notice in an obvious location (front, back, or side window) on the vehicle.**

Q. Towing service is provided to this development community by:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

V. SPEED LIMITS

A. For the protection of all residents and their children, the speed limit within the development is **10 M.P.H.** All residents and/or his/her guests are required to comply with this speed limit. Violation may result in lease termination.

VI. KEY(S) AND LOCK(S)

A. Keys are issued to all residents at the time of move-in. **Any alteration, addition, and/or replacement of a lock(s) is strictly prohibited.** Any locks installed by the resident will be removed by management and the resident charged for the expense.

B. Should the lock require changing for any reason other than the lock's failure to operate correctly due to normal wear and tear, there will be a fee of $75.00 per lock. This Lock Fee will be charged to the resident(s) in those cases which include, but are not limited to: 1) Abuse of the lock by a household member, guest, friend or relative; 2) failure of resident to notify management of required lock repairs; 3) Other. Payment of the Lock Fee is due within two (2) weeks of receipt of written notice for the charge(s).

C. When a resident requests a lock change to ensure his/her level of personal comfort, a Lock Change Fee of $75.00 is payable, in advance, for each lock changed. Exceptions may be considered for victims of domestic violence, dating violence, sexual assault, sexual battery and stalking.

D. Keys will be issued for household members only. Two (2) entry keys are provided per household at move-in time. One (1) key is issued per household (when applicable) for the laundry facility, mail box, and storage facility. Additional keys may be purchased at a cost of five ($5) dollars each. The number of keys of each kind is not to exceed the number of persons in the household. Residents are not permitted to provide keys to relatives, friends, or guests without the express written consent of the site manager. In such a case, the resident will provide a written request to management relieving management of all liability in the issuance and usage of the requested key(s) to a relative, friend, or guest.

E. The resident(s) on the Lease are responsible for the control of and return of all keys issued during his/her term of possession of the apartment. Failure to return all keys issued will result in a $75.00 charge for each lock change as a result of the missing key(s).

VII. LOCKOUTS

A. Resident(s) on the Lease are responsible to provide access to his/her unit for all household members. Repeated requests for access to the apartment by household members will not be granted by management.

B. **ALL AFTER HOUR LOCKOUTS WILL BE CHARGED.** There will be an $80.00 Lockout Fee for any lockout occurring between the "closed" office hour which is 5:00 p.m. and 8:00 a.m. Monday through Friday. On all weekends and holidays, there is an $80.00 Lockout Fee for any lockout occurring between the hours of 5:00 p.m. and the opening of the office the next business day. This Lockout Fee is due within two (2) weeks of written notice of the charge(s).

VIII. CHILDREN

A. All residents/parents/legal guardian(s) are responsible for the conduct of his/her children and the children of his/her guest/visitors. Residents/parents/legal guardian(s) are to execute proper supervision of their children at all times. Young children must be attended by a parent or adult guardian when playing outside. Failure of residents/parents/legal guardian(s) to exercise control of children whose activities result in a violation of the Lease Agreement or the Community Rules and Regulations will be considered in noncompliance with and violation of the Lease Agreement.

B. Children's toys, personal items and other play things should not be left on the sidewalks, near stairways, or in common entries or hallways. For their own safety, children are not allowed to play or ride bicycles in the parking lots, streets, driveways, laundries, and/or stairways.

C. Children's toys, personal items and other play things should not be left unattended or abandoned on the grounds. To other residents this is unsightly and detracts from their development community appearance. The unattended or abandoned toys, personal items and other play things present a potential safety hazard. Therefore, any abandoned or unattended toys, personal items or play things in any of the common areas will be disposed of as necessary without prior notice if the owner is unknown.

D. No personal item(s) belonging to household members is permitted to be left unattended or abandoned in the common areas. These items present a potential safety hazard and delay the lawn maintenance service. Therefore, any abandoned or unattended personal item(s) in any of the common areas will be disposed of as necessary without prior notice if the owner is unknown.

IX. CHILD CARE (BABYSITTING)

A. Child care, for a fee or no fee, within the community boundaries is prohibited unless authorized by a duly formed home-based business under Section XXIX of these Community Policies. The site manager must be consulted and written permission obtained for residents wishing to care for (baby-sit) any children not of the immediate family for a temporary period of time. The care of children not of the immediate family for a term of more than five (5) days is not allowed.

B. A baby-sitter for children of the immediate family is allowed provided all adults in the household are employed. The resident(s) of the Lease are responsible for the actions of the baby-sitter. The site manager must be consulted and written permission obtained for residents to employ a baby-sitter for children of the immediate family. The baby-sitter must comply with all terms of the Lease and the Community Rules and other regulations which apply to this development community.

X. COMMUNITY APPEARANCE

A. All window coverings must have a white backing and be attractive in the surroundings. Sheets, blankets, aluminum foil or other unauthorized items are not acceptable for window coverings.

B. Window sills should be kept free of all personal property. Any additions to the window opening must be approved by management prior to installation.

C. No personal, seasonal, or special use or other unsightly items may be stored or displayed on balcony, patio area, or common entries. Only furniture designed for outside use may be placed on the patio or balcony.

D. Patio furniture must be approved exterior furniture and must be maintained in an acceptable condition. The exterior storage of any other type of furniture is prohibited.

E. Sidewalks, entrances, passages stairways, corridors, hallways and courtyards should not be obstructed, encumbered, or used for any purpose other than entering and exiting the unit.

F. The lawns and/or common areas should be kept free of unattended or abandoned furniture, toys and other personal property.

G. No signs, advertisements, notices, other lettering or flyers should be exhibited, inscribed, painted, or affixed by any resident or guest on or to any part of the exterior of the building or community property without the express written consent of the site manager.

H. Street and building numbering may not be altered by the resident.

I. No awning, radio antenna, television antenna, wires, or other projections are allowed in and/or about any part of the buildings and/or common areas. All requests for cable television installations must be directed to the site manager.

J. Trees, shrubbery and lawn turf are a vital part of the community. Residents are financially responsible for any damage, destruction or mutilation to any part of the common areas caused by their household members, visitors or guests.

K. All items placed in the assigned storage area will be stacked and stored as neatly as possible. Storage and/or placing any personal belonging(s) in the entry aisle of the storage room is prohibited. This is a fire and safety hazard. Any and all items left in the entry aisle will be disposed of as deemed necessary by management without prior notice.

XI. HOUSEKEEPING STANDARDS

A. In keeping with the Federal Regulations governing the public housing program, the site manager will inspect each unit at least annually in accordance with the Department's inspection schedule to determine compliance with the following standards of housekeeping. The site manager will notify the Resident in writing if he/she fails to comply with the standards as listed below. Failure of a second inspection within a month of the annual inspection which results in a threat to health or safety of the resident or other residents is a violation of the lease terms and may result in additional charges and/or eviction.

B. GENERAL AREA STANDARDS

1. Walls, floors and ceilings should be clean and free of dirt, grease, holes, cobwebs, fingerprints and any other hazards.
2. Windows must be clean and operable. Stickers, decals, tinting and signs are prohibited. Windows must not be blocked by any objects which may hinder their use as a means of escape during an emergency. Window coverings are required. Shades or blinds should be intact.
3. Woodwork should be clean, free of dust, gouges and scratches.
4. Doors should be clean, free of grease and fingerprints. Doorstops should be present and locks work.

5. Heating units should be dusted and access uncluttered.
6. Smoke detectors should be operable and not covered. Any malfunctions shall be reported immediately to the Landlord. Resident shall not damage, remove, tamper with or otherwise interfere with the normal operation of smoke detectors, sprinklers or other safety devices within the dwelling unit or development.
7. Fire extinguishers should be kept within easy reach in the event of an emergency or in the installed brackets where provided.
8. Trash should be disposed of properly and not left in the unit.
9. The entire unit should be free of rodent or insect infestation. The evidence of the presence of any pests must be reported to the Landlord. Failure to cooperate may result in eviction.

C. KITCHEN AREA STANDARDS -

1. Stove should be clean and free of food and grease.
2. Refrigerator should be clean and drawers operational. The freezer should not be overly packed where freezing is hampered. All doors should be closed and handles in place.
3. Cabinets should be clean and neat. Cabinet surface and countertop should be free of grease and spoiled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans are not to be stored under the sink.
4. Exhaust fan should be free of grease and dust.
5. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas should be neat and clean without spilled food.
7. Trash/garbage should be stored in a closed container until removed to the disposal area.

D. BATHROOM AREA STANDARDS -

1. Toilet and tank should be clean and odor free.
2. Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
3. Sink and medicine cabinet should be clean.
4. Exhaust fans should be free of dust.

E. STORAGE AREA STANDARDS -

1. Linen closets should be neat and clean.
2. Other closets should be neat and clean. No flammable materials should be stored in the unit.
3. All storage areas should be clean, neat and free of hazards.

XII. WASTE REMOVAL - WASTE CONTAINERS/ENCLOSURES

Waste containers are provided for the purpose of trash and garbage disposal. Residents are required to use the containers provided.

A. No trash or garbage accumulation is allowed in the unit. No discarded trash, garbage and/or household or personal item(s) is allowed in storage areas, laundry facilities, common areas or anywhere on the community property but must be placed in trash containers provided by the development community.

B. All trash and garbage must be placed in a plastic bag, sealed, and properly placed **inside** the dumpster. Trash and garbage are not to be placed on top or beside the waste container(s). Residents are responsible for the proper disposal of his/her trash/garbage. Failure to place all trash/garbage in the dumpster may result in a $40.00 Littering Fee for a first offense and $40.00 Littering Fee for each subsequent violation. (See Item XIII, Littering). Repeated violations could result in the termination of the Lease Agreement.

C. The dumpster lids or doors must be kept closed at all times to discourage entry by birds, animals and children.

D. The placing of discarded furniture, mattresses, box springs, or other personal property in or around the waste container(s), and/or any common areas or within the property boundaries is strictly prohibited.

E. It is the responsibility of the resident to remove from the property, and properly dispose of, all unwanted household item(s) or personal property. The total cost to management for the removal of the unwanted household item(s) or personal property will be charged to the resident. Payment from the resident is due within two (2) weeks of receipt of written notice of the charges.

F. The improper disposal of trash, garbage and/or other disposable household or personal item(s) may result in littering penalties as listed under "Littering".

G. The placing or dumping of any highly flammable material in the waste container(s) which will or may cause fire in the dumpster is strictly prohibited.

XIII. LITTERING

Littering is the intentional or unintentional disposal or abandonment of unwanted household or personal items contrary to established methods of disposal of said items.

A. Disposal of cigarette butts and/or other smoking material(s) on development community grounds is strictly prohibited. Residents who violate this rule are subject to the Littering Fees listed below.

B. Disposal of items as small as candy, chewing gum wrappers, and/or soda cans to as large as a mattress or sofa on development community grounds is strictly prohibited. Residents who violate this rule are subject to the Littering Fees listed below.

C. The first offense of Littering will result in written notification from management in regards to the incident.

D. The second offense of Littering will result in written notification from management in regards to the incident and a minimum $40.00 fee, or actual cost, charged to the resident(s). Payment in full is due within two (2) weeks of receipt of written notice of the charges.

E. Any and all subsequent offenses after the second will result in a written notification from management in regards to the incident and a $40.00 fee, or actual cost, per incident, charged to the resident(s). Payment in full is due within two (2) weeks of receipt of written notice for the charges.

F. Repeated littering offenses may result in the termination of the Lease Agreement for noncompliance of the terms of the Lease Agreement, Community Rules and Regulations, and/or Community Policies.

G. Grease, paint, acids and other problem materials may not be disposed of through the drain(s) and/or sewer system. A resident may be charged the cost of repairs to the system if found in violation of this rule.

H. Foreign objects are not allowed in a sink drain, disposal, water closet or tank, and/or sewer system. A resident may be charged the cost of repairs to the system if found in violation of this rule.

XIV. CONDUCT

A. Residents and his/her guest(s) will not engage in, or participate in, such conduct which is objectionable or prejudicial to the rights, privileges, safety and general welfare of the other residents living in the development community. No act of a resident and/or guest which threatens, intimidates or is deemed harassment of others, is physically violent, and does/does not cause injury to another, or is unacceptable social conduct, will be tolerated. Any such incident(s) will be considered a violation of the Community Rules and Regulations and the Lease Agreement.

B. No act of intimidation, harassment, verbal abuse, physical threat or violence, or social misconduct of, or to, any employee of the development community by any person will be tolerated. Any such act is considered a noncompliance of the Lease Agreement and will result in termination of the Lease.

C. Social and friendly gatherings of residents and his/her guest(s) are welcomed provided such gatherings do not become noisy, offensive, threatening or generally objectionable to other residents and/or management. The gathering is considered in violation of the terms of the Lease Agreement, development Community Policies, and Community Rules and Regulations when other residents' rights to quiet and peaceful enjoyment of their unit are violated. This rule applies to gatherings inside a unit or outside in common areas.

D. The public consumption of alcoholic beverages is strictly prohibited within the physical boundaries of the property, but is allowed within the privacy of the resident's unit. The use of illegal drugs or other controlled substances is prohibited on or off the premises.

E. Any noticeable public drunkenness or social misconduct within the physical boundaries of the development community is strictly prohibited. Any incident observed by other residents and/or management should be reported to the proper authorities.

F. The residents on the Lease are responsible for the actions and conduct of his/her household members, guest(s) and visitor(s), while in the apartment and/or on the development community property. Any violation of the rules, regulations, and/or Lease Agreement by the guest(s) or visitor(s) is considered noncompliance of the Lease Agreement.

G. The volume of stereos, televisions, radios, etc., is to be controlled at a minimum sound level so as not to violate the rights of neighbors to the quiet and peaceful enjoyment of his/her unit.

H. The hours between 10:00 P.M. and 8:00 A.M. are, for most households, a "quiet time". Every effort by each household should be directed towards minimizing any noisy, disturbing, offensive or objectionable activity. Every effort should be directed to honor the rights of other residents to the quiet and peaceful enjoyment of his/her unit during all hours of the day.

I. IF THE POLICE ARE CALLED TO THE PROPERTY BECAUSE OF ANY TYPE OF DISTURBANCE OR VIOLATION, THE RESIDENT(S) INVOLVED IN OR RESPONSIBLE FOR THE DISTURBANCE OR VIOLATION MAY RECEIVE A THIRTY (30) DAY WRITTEN NOTICE OF LEASE TERMINATION.

J. POLICE RESPONSES TO SERIOUS DISTURBANCES, SERIOUS LEASE VIOLATIONS OR REPEATED POLICE RESPONSES WILL RESULT IN THE TERMINATION OF THE LEASE AGREEMENT AS ALLOWED BY THE TERMS OF THE LEASE AGREEMENT AND LOCAL, STATE AND FEDERAL LAW. THIS CLAUSE MAY NOT APPLY IN CASES OF DOMESTIC VIOLENCE.

XV. FIRE SAFETY

A. Use of portable cooking grills of any type is not permitted on the balcony or patios. The site manager must be consulted to obtain written permission to use any type of portable grill on the premises. Portable grills fired by propane gas are strictly prohibited on the patio and balcony areas and are not allowed adjacent to the buildings whether in use or for storage.

B. Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or adjacent to the building exterior is strictly prohibited.

C. Storage of paper or plastic bags or materials adjacent to the hot water heater, HVAC, range, or refrigerator creates a health and fire hazard and is strictly prohibited.

D. Disconnecting the smoke/fire alarm(s) is prohibited. This is a violation of the fire code. It is the resident's responsibility to notify management if the smoke/fire alarms(s) become faulty.

E. Storage of any flammable fluid upon or within the development community property is expressly prohibited.

XVI. UTILITIES

A. The resident's total monthly rental payment shall be reduced according to the utility allowance schedule submitted by MDPHA to the United States Department of Housing and Urban Development.

B. The resident will maintain all utility accounts for which he/she is responsible for payment for the entire time of possession of his/her unit. Failure of the resident(s) to maintain the utility accounts for which he/she is responsible is a violation of the Lease Agreement and is grounds for termination of the Lease Agreement.

C. Illegally restoring or connecting utilities to his/her dwelling unit or common areas by any resident is strictly prohibited. Any such instance is grounds for termination of the Lease Agreement.

D. For dwelling units which contain master utility meters, utility service will be furnished by MDPHA. At such developments where utilities are provided by MDPHA, a charge will be assessed for excess utility consumption due to the operation of major appliances supplied by the Resident.

E. It is the responsibility of the resident(s) to notify management of all water leaks (faucets, running toilets, etc.).

XVII. APPLIANCES

A. Each resident is responsible for the care and use of each appliance and fixture in his/her unit provided by the development community. A resident may be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence. Payment for the cost of repair(s) is due within two (2) weeks of receipt of written notice for the cost of the repair(s) and part(s). Residents are responsible to report any operational problems or defective appliance or fixture. See also Section XXV (D) (xii) for appliances which require management approval to be installed.

XVIII. COMMON AREAS AND GROUNDS

A. Laundry facilities are available for each resident's use. The laundry machines are maintained by a commercial laundry company. The commercial laundry company is responsible for the operation and repair of the laundry machines. The name, address, and telephone number of the commercial laundry company is posted in the laundry room.

B. Please follow the rules posted for operating the machines.

C. Use of the laundry facilities is at your own risk. **Management is not responsible for:**

1. Any loss or damage caused by the operation of the machines.
2. Missing, stolen clothing or personal belongings.
3. Lost money due to a faulty machine. Please notify the laundry company at the posted telephone number to report a faulty machine or lost money.

D. Never leave clothing or personal belongings unattended. Be courteous of the other residents and promptly remove clothing from the machines when operation is completed.

E. Do not dye fabrics, clothing, or belongings in the machines.

F. Children are not allowed to play in the laundry facilities.

G. All children in the laundry facilities will be accompanied and supervised properly by an adult resident.

H. Do not prop the doors open to the laundry rooms. Poor weather conditions could cause damage and/or malfunctioning of the machines, plumbing, and/or facility.

I. All trash, lint, and/or boxes will be properly disposed of in the waste receptacles provided in the laundry facilities.

J. Insure the laundry facility doors are locked whenever leaving the laundry facility.

K. **NO TYPE OF LAUNDRY EQUIPMENT IS ALLOWED IN OR TO BE OPERATED IN THE UNITS WITHOUT THE EXPRESS WRITTEN CONSENT OF MANAGEMENT.**

XIX. FIRE ARMS, WEAPONS, DANGEROUS OBJECTS AND/OR MATERIALS

A. Residents, members of resident's household and guest are prohibited from displaying, using or possessing any illegal fire arm (operable or inoperable) or other illegal weapons as defined by laws and courts of the State of Florida anywhere on MDPHA developments. This includes, but is not limited to:

1. Shot guns, pistols, rifles, etc.
2. Ammunition of any type.
3. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type.
4. Archery equipment (bows, arrows, targets, etc.).
5. Any and all types of sling shots or any device that could shoot a deadly projectile.
6. All sharp edged or pointed objects (i.e. knife, sword, etc.) used with the intent to threaten, intimidate, or harm another.Any and all types of explosives, fireworks, explosive chemical(s).

7. Any and all types of explosives, fireworks, explosive chemical(s).
8. Any other type of instrument, object and/or material that may be deemed a weapon when used with the intent to threaten, intimidate or harm another.

XX. MISCELLANEOUS

A. No additional equipment, refrigeration unit, freezing unit, air conditioning or heating unit may be installed, operated, or used in any way without the express written consent of the site manager.

B. No provided equipment and/or appliances may be moved or removed from the unit or building. All provided equipment and appliances must be permanently retained in the original location.

C. No use of any other illumination or florescent device other than the electric lighting provided is allowed.

D. Door to door solicitation is not permitted within the development community. Residents should notify management whenever solicitors appear at their door.

E. Flotation bedding systems, such as waterbeds, are permitted, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. The insurance policy shall also carry a loss payable clause to the owner of the building.

F. The resident(s) on the Lease agree and consent to third party deliveries to the management office. The resident(s) on the Lease agree to hold the management staff harmless for any damage to, loss of value to, the receipt of, or the loss of any item delivered by a third party, agency, or company.

G. No changes to the unit are allowed without the written consent of management. This includes painting, addition of decorations attached to the walls, windows, doors ceilings or floors, and the temporary or permanent changing of the physical layout of the unit.

H. Residents are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without the permission of MDPHA.

XXI. CLEANING AND DAMAGE CHARGES

A. Payment for charges incurred by **residents due to damages to the premises beyond normal wear and tear** must be paid in full within two (2) weeks of receipt of written notice for the charges. **The Schedule of Maintenance Charges is shown on Exhibit 1 of these Community Policies.**

XXII. MANAGEMENT OFFICE

A. The office business hours are listed below:

Monday - Friday 8:00 A.M. To 5:00 P.M.

XXIII. VISITOR POLICY

A. Residents are permitted to have a guest(s) visit his/her residence. However, if the resident allows a guest to make reoccurring visits or one continuous visit in excess of 14 days and nights in any 12 month period without the written consent of management, the resident will be notified in writing that the visits are in violation of the Lease Agreement.

B. Resident's guest(s) are subject to the terms of the Lease Agreement and Community Policies. The resident is accountable for the guest(s) action(s) while the guest(s) is on the development community property.

XXIV. RESIDENT GRIEVANCE AND APPEAL PROCEDURE

A. All residents of public housing are afforded ample opportunity for a fair and impartial hearing on matters involving the Dwelling Lease executed between the resident and MDPHA. This policy encompasses all other MDPHA instituted regulations which affect the resident's rights, welfare, or status. The resident Grievance Policy is, by specific reference, made a part of the MDPHA Dwelling Lease.

B. EXCLUSIONS

Excluded from the Resident Grievance Policy are items that meet the following criteria:

1. Drug-related and/or Criminal activity,

   Excluded from the provisions of this policy are any and all such grievances concerning a termination of residency or eviction that involves:

   a) Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, their visitors or employees of MDPHA, or

   b) Drug-related criminal activity on or near MDPHA owned, managed, or controlled housing, office, warehouse or other property.

   The above activities shall result in the immediate institution of eviction procedures by MDPHA.

2. Non-Public Housing Lease, Rental or Purchase Agreements

This policy does not apply to the following lease, rental or purchase agreements:

a) The Section 23 and Section 10 Housing Assistance Payments Program,
b) The Section 8 Housing Assistance Payments Programs,
c) The Low-Rent Housing Ownership Opportunities Program (Turnkey II).

3. Class Grievance and Policy Issues

The MDPHA Resident Policy shall not be applicable to disputes between residents not involving MDPHA or to class grievances. The policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and MDPHA. Only interpretations of policy may be grieved, not the policy itself.

C. REQUIREMENTS

This Resident Grievance Policy is based on the requirements, standards, and criteria set forth by U.S. Department of Housing and Urban Development (MDPHA), in the Code of Federal Regulations, Volume 24, Part 966-Lease and Grievance Procedures, with such modifications required by State and Local law. The policy shall be incorporated into and made a part of all MDPHA Dwelling Leases for public housing governed by Part 966.

D. DEFINITIONS

For the purpose of this policy, the following definitions shall apply:

1. Grievance or Complaint

Shall mean any dispute which a resident may have with respect to a MDPHA action or failure to act in keeping with the provisions of the Dwelling Lease or other MDPHA regulations. Such action or failure to act must adversely affect the rights, duties, welfare, or status of the resident bringing such dispute.

2. Complainant

Shall mean any resident whose grievance is presented to the MDPHA Site Manager of the development in which he or she resides.

3. Site Manager

Shall mean the representative of MDPHA who is responsible for the day-to-day operation and management of a public housing development. These responsibilities shall include, but are not limited to: lease enforcement, and property maintenance.

4. Development

Shall mean a Miami-Dade County public housing facility which is under the management of MDPHA.

5. Resident

Shall mean the adult person or persons other than a live-in aide who resides in the unit and who has an executed lease with MDPHA as the lease of the dwelling

unit. If no such person now resides in the unit, this shall refer to the remaining head of household of the original lease who continues to reside in the unit.

6. Elements of Due Process

Shall mean an eviction action or termination of tenancy in the State or Local court in which the following procedural safeguards are present by state:

a) Adequate notice to the resident of the grounds for terminating tenancy and for eviction;

b) Opportunity for the resident to examine all relevant documents, records, and regulations of MDPHA prior to the trial or grievance hearing for the purpose of preparing a defense;

c) Right of the resident to be represented by legal counsel;

d) Opportunity to have their case heard before an impartial grievance officer or panel.

e) Opportunity for the resident to refute the evidence presented by MDPHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense the resident may have; and

f) The right to a written determination based on evidence presented at hearing

7. Hearing

Shall mean an informal proceeding at which a grievance or complaint related to any MDPHA adverse action or decision is presented to a Grievance Officer or Panel.

8. Grievance Panel

Shall mean a panel of three (3) persons who shall be appointed by the Director, MDPHA, in accordance with Section E: GRIEVANCE PANEL.

9. Chief Hearing Officer

Shall mean each individual appointed by the Director, MDPHA, to serve as a chairperson of the Grievance Panel. This person shall be responsible for all administrative details of the panel.

10. Hearing Officer

Shall mean each individual appointed by the Director, MDPHA, in accordance with the provisions of Section E: GRIEVANCE PANEL to serve on the Grievance Panel and render decisions on matters brought before it.

E. GRIEVANCE PANEL

1. Number

There shall be three Grievance Panels, one representing each of the three established MDPHA regions.

2. Composition

Each Grievance Panel shall be composed of three persons, all of whom shall be appointed as follows:

a) One member shall be a MDPHA employee appointed by the Director of MDPHA; however, he or she cannot be the site manager or a member of his/her staff at the development at which the resident submitting the grievance resides.

b) Two members shall be resident representatives;

i) One shall be nominated by the appropriate Regional Chairperson for the Overall Tenant Advisory Council (OTAC). If OTAC does not provide a nominee, the Director of MDPHA or his/her designee may select a substitute panel member, which may be a resident or a staff member but may not be the site manager or his/her staff.

ii) One shall be nominated by the Resident Council of the Development in which the complainant resides. If the development does not have a recognized Resident Council, the nomination shall be made by the Director of MDPHA or his/her designee.

3. Location of Grievance Hearings

Grievance hearings may be held at MDPHA's main office, the development in which the complainant resides, unless otherwise relocated for good cause.

4. Frequency of Hearings

Each Regional Grievance Panel shall be required to hold a hearing within 48 hours of receipt of a request for a formal grievance hearing.

F. PROCEDURES FOR OBTAINING A FORMAL GRIEVANCE HEARING

1. Requesting a Formal Hearing

To request a formal hearing before the GRIEVANCE PANEL, the resident shall submit a Request for a Formal Hearing to his/her Site Manager within five (5) working days of receiving a notice.

2. Scheduling a Hearing

Upon compliance by a resident with provisions of this policy, a formal hearing shall be scheduled within 48 hours by the Chief Hearing Officer of the appropriate Regional Grievance Panel. By written notification from the Chief Hearing Officer, the location, time, date and procedures governing the Hearing will be made available to all parties to the complaint.

3. Informal Settlement

The notice of termination to the resident shall state the reasons for termination; shall inform the resident of his/her right to make such reply, settlement, and/or request for a hearing. If a grievance is presented by the family, orally or in writing, to the main office or site manager's office, the grievance may be discussed informally and settled without a hearing.

G. PROCEDURES FOR THE CONDUCT OF HEARINGS

1. Venue

The grievance shall be held before the Grievance Officer or Panel.

2. Due Process

a) The opportunity will be provided the resident to examine before the hearing and, at the resident's expense, to copy all documents, records, and regulations of MDPHA that are relevant to the hearing. Therefore, any document not so made available after a request by the resident may not be relied on by MDPHA at the hearing;

b) The resident or his/her representative has the right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by MDPHA or the Site Manager, and to confront and cross-examine all witnesses on whose testimony or information MDPHA or the Site Manager relies.

c) Persons with disabilities have the right to be provided reasonable accommodations for participating in the hearing;

d) The resident has the right to a swift decision, rendered, and based only on the evidence presented at the Grievance Hearing.

3. Action of the Hearing Office or Panel

The grievance Officer or Panel may render a decision without proceeding with the hearing if it is determined by the Panel that the issue has been previously decided in another proceeding.

4. Failure to appear

If the resident should fail to appear for a scheduled grievance hearing he/she shall be in automatic default and the decision rendered by the Grievance Officer or Panel in his/her absence shall be final.

The complainant and MDPHA shall be notified of the determination by the Grievance Officer or Panel. A determination that the complainant has waived his or her rights to a hearing shall not constitute a waiver of any right that the complainant may have to contest the disposition of the complaint in an appropriate judicial proceeding.

5. Showing of Entitlement

At the Grievance Hearing the complainant must first make a showing of an entitlement to the relief sought. Thereafter, MDPHA has the burden of justifying MDPHA action or failure to act, against which the complaint directed.

6. Conduct of Hearings

The Grievance Hearing shall be conducted informally by the Grievance Officer or Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Office or Chairperson of the Grievance Panel shall require MDPHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Chairperson may result in exclusion from the proceedings or in decisions adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.

7. Transcript of Hearings

The complainant or MDPHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

H. DECISION OF THE HEARING OFFICER OR PANEL

1. Decision

Within twenty-four (24) hours of a hearing, the Hearing Officer or Chairperson of the Panel shall prepare a written decision, which shall contain the reasons supporting such decision. A copy of the decision shall be sent to complainant and MDPHA. MDPHA shall retain a copy of the decision in the resident's lease file or such other folder.

2. Continuing Rights

A decision by the Hearing Officer or Panel in favor of MDPHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of his or her rights. Nor shall the decision affect in any manner whatever, any rights the complainant may have to a trial or other review in any judicial proceeding which may thereafter be brought in a matter.

3. Copies of Hearing Decision Letters

Copies of hearing decision letters in addition to any documents or testimony presented at the hearing are kept on file as per State of Florida retention schedules by the hearing officer or on site.

I. EVICTION ACTIONS

If a resident has requested a hearing in accordance with Section F: PROCEDURES FOR OBTAINING A HEARING, the eviction procedure is suspended until the Grievance Panel produces its written decision. If the Hearing Officer or Panel upholds the decision of MDPHA to terminate the tenancy, eviction proceedings may be instituted immediately. If the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action brought against him or her may require that he or she pay court costs and attorney fees.

XXV. ALTERATIONS POLICY

A. RESIDENT'S RESPONSIBILITY: Alterations that permanently affect the existing structural layout of the unit including but not limited to the removal or construction of the interior/exterior walls, windows, doors, porches or patios are strictly prohibited. The resident may make no other alteration or repairs to the unit unless the resident complies with the following requirements:

a) Obtains prior written approval from the manager for all alterations.

b) Ensures that all work performed conforms to Department specifications and where necessary, performed by a licensed contractor.

c) Agrees that all alterations, once installed, become the permanent property of the Department.

d) Accepts responsibility for maintaining alterations in accordance with Department standards.

e) Accepts responsibility for any damage to Department property as a result of an alteration.

B. DEPARTMENT RESPONSIBILITIES: If an alteration has been made without prior written approval from the manager, or if the alteration does not conform to the standards of the Department, the manager will pursue Lease Enforcement procedures.

C. PROHIBITED ALTERATIONS: The following alterations are prohibited:

a) Fences
b) Paneling/wallpaper/adhesive mirrors/wall tiles

c) Patios or exterior screening
d) Interior/exterior construction or renovations
e) Floor tiling (i.e. linoleum, vinyl or ceramic)
f) Permanently attached wall-to-wall carpeting
g) Stoves
h) Locks
i) Antennas

D. AUTHORIZED ALTERATIONS: The following alterations are permitted **only** with written approval from the site manager.

1. Gardens: Gardens must not detract from the appearance of the property and there may be charges to restore the premises to its original condition.

2. Screen Doors: The screen door must be of a similar design to those installed by management.

3. Sheds: Permits must be obtained and the shed must be permanently affixed to the property in accordance with local building code so it is not a danger in the case of storms. Any shed so installed will become a permanent part of the unit in the event the resident should move.

4. Ceiling Fans: If installed according to specifications provided by the Department and provided there is an existing fixture to accommodate a ceiling fan.

5. Cable TV: Installed by a licensed cable company.
6. Window Shades: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.

7. Venetian Blinds, Mini-Blinds and Vertical Blinds: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.

8. Carpeting: Must not be permanently attached. Carpeting should be taped down. Doors cannot be shortened to accommodate carpeting. All carpeting must be removed, and the floor cleaned prior to move-out.

9. Wall Pictures and Decorations: Residents may hang wall pictures and decorations provided no heavy anchoring nails or screws are used. Adhesive wall mirrors or tiles are prohibited. Decals pasted on the walls, doors, windows or refrigerators are also prohibited.

10. Interior Painting: Only permitted with prior approval from management. Residents may request sufficient paint, at no charge to the resident, **once every two** years to paint the interior of their unit. The resident must use only the paint supplied by the landlord. Any colors other than those provided by the landlord must be approved in writing. The unit should be returned to its original color prior to the resident vacating the premises or resident will be assessed a charge as appropriate.

11. Air Conditioners. Window Units: Only if the development does not have central air-conditioning or pop-out holes and if the installation conforms to department specifications for that development.

12. Pop-out Holes: Only with the prior approval of management and only if the installation conforms to Department and Fire Code specifications for the development.

13. Appliances: Resident-installed refrigerators, freezers, washers and dryers are permitted only with prior written approval of management and only if the unit has appropriate landlord-installed hookups.

14. Security Bars: If installed according to local building code by a licensed contractor.

XXVI. GRAFFITI

Graffiti on MDPHA property will not be tolerated. All residents and/or employees of MDPHA have the responsibility to report incidents of graffiti to the site manager by calling the management office and reporting the address and/or location of the graffiti. The graffiti which appears on development property or equipment must be eliminated promptly.

XXVII. ABSENCES

Residents who will be absent from their unit for more than seven (7) consecutive days must notify the manager in writing prior to the intended absence.

XXVIII. RETURN (BOUNCED) CHECK CHARGES

If a resident's rent payment check is returned unpaid, or if a direct debit or other payment is found uncollectible, management shall charge the resident an administrative fee of twenty dollars ($20).

XXIX. SMALL-SCALE, IN-HOME BUSINESSES

A. MDPHA encourages public housing residents to operate home-based businesses. Such businesses do not have to be contrary to the principles of good property management and that the benefits to the resident, the community and the Agency outweigh several possible negative effects. The community will benefit by having the services offered by the business in the neighborhood. The Agency will benefit because the resident has a source of income from which to pay rent. The Agency encourages self-sufficiency and therefore supports the formation of home-based businesses by residents.

B. In order to allow home-based businesses yet preserve the livability and peaceful atmosphere of MDPHA communities, MDPHA shall require any family member who is listed on the lease and desires to initiate a small-scale in-home business to seek written permission from MDPHA by completing the Application For Permission to Start a Home-based Business form before undertaking the

business venture. MDPHA will not allow business activity to occur in the dwelling unit until ALL the following conditions are met:

1. Written approval has been received from MDPHA;
2. The resident has fulfilled all appropriate Federal, State and local requirements to operate the business, including but not limited to obtaining the appropriate licenses, permits etc.;
3. The resident signs a Memorandum of Understanding (MOU) with MDPHA within 30 days of receiving written approval from MDPHA.
4. Establish the business within six months of signing the MOU.

A new application must be submitted if the business is not established within six months of signing the MOU or if the resident changes the nature of the business which was approved.

MDPHA reserves the right to determine if the resident is compliant with the established MOU and terminate said agreement if the resident is not compliant. Upon termination of the MOU the resident must immediately cease and desist to any business activity inside the dwelling unit.

C. In deciding whether to approve a resident's request to operate a small-scale in-home business, MDPHA will consider the following factors, especially in regard to whether the business is incidental to the primary use of the unit as a residence:

1. The amount of traffic (pedestrian and vehicular) the business will generate;
2. Whether the traffic will create problems with neighbors and the extent of the problems;
3. The potential strain of such traffic on the building, grounds, roads or parking area, and environment (e.g. garbage generated, dumping of waste materials);
4. The extent of any noise the business will generate;
5. The degree to which the traffic and noise will disturb the normal atmosphere of the neighborhood;
6. The location of the dwelling where the business will be conducted;
7. The number of dwellings affected by possible adverse effects;
8. The type and size of any equipment necessary for the business;
9. The usage of utilities and who pays for any increased usage;
10. Potential liabilities requiring insurance coverage; and
11. The resident has no current or unresolved lease violation notices.

D. The types of businesses which are generally acceptable as home-based businesses include, but are not limited to:

- Family day care homes (detailed information on state and local requirements of starting a family day care home is obtainable in the site management office)
- Sewing and clothes alterations
- Arts and crafts
- Book-keeping and accounting
- Word-processing and secretarial work
- Cosmetics/hairdressing

- Writing
- Telephone sales/telemarketing
- Tax preparation
- House cleaning services
- Specialty cooking and catering
- Small appliance repairs

E. Residents who wish to start a home-based business may request an Application For Permission to Start a Home-Based Business form the site manager or Resident Development staff who will gladly provide the form and available information regarding the steps that are necessary to begin the process.

F. Net income (i.e. income less any expenses incurred by the business) received from the operation of a resident-owned business are considered earnings and will be included or excluded in the calculation of annual income during annual recertification according to federal regulations.

AGREEMENT AND ACKNOWLEDGEMENT

I/we have read and had the Site Manager explain in full the Community Policies incorporated by reference to my/our Lease. I/We acknowledge receipt of the Community Policies and I/we fully understand all the rules and agree to completely abide by them. I/We realize that failure to comply with the Community Policies is a violation of our Lease and may be grounds for my/our Lease to be terminated.

_____

Resident (Head of Household) *Date*

_____

Spouse (if applicable) *Date*

_____

Family/Household Member (18 years or older) *Date*

_____

Family/Household Member (18 years or older) *Date*

_____

Family/Household Member (18 years or older) *Date*

EXHIBIT 1

MIAMI-DADE PUBLIC HOUSING AGENCY
SCHEDULE OF MAINTENANCE CHARGES
Any item not listed below will be charged according to Actual Cost

ITEM	CHARGE
SPECIAL CHARGES	
Lockout during office hours	$16.00
Lockout during closed office hour of the day	$80.00
Lockout after office hours (weekends, holidays)	$80.00
Keys	$5.00
Lock change	$75.00
Lock change due to abuse	$75.00
MAINTENANCE SERVICES	
Clearing vacancies	
-clearing out dwelling unit	actual cost
-clean refrigerator	actual cost
-clean stove	actual cost
Grounds cleaning (occupied unit)	$50.00
Remove trash from roof	$50.00
Remove trash from halls or high rise buildings	$20.00
REPAIRS AND REPLACEMENTS	
Screen doors (wood)	
-half screen repair	Actual Cost
-complete screen door repair	Actual Cost
-screen door replacement	Actual Cost
Screen doors (steel)	
-stainless steel screen replacement	Actual Cost
-door replacement	Actual Cost
-closer replacement	$25.00
-latch set replacement	$25.00
Window screens	
-galvanized steel screen replacement	Actual Cost
-stainless steel screen replacement (per sq. ft.)	Actual Cost
-wood or aluminum screen replacement	Actual Cost
-rescreen galvanized or aluminum screen	Actual Cost

MIAMI-DADE PUBLIC HOUSING AGENCY
SCHEDULE OF MAINTENANCE CHARGES (Continued)

Any item not listed below will be charged according to Actual Cost

ITEM	CHARGE
REPAIRS AND REPLACEMENTS	
Glass replacement – window or door (per pane)	Actual cost
Window shades replacement (any size)	Actual cost
Doors (interior/exterior) repaired or replaced	Actual cost
Door latch set replacement	Actual cost
Mail Box replacement	Actual cost
Smoke detector replacement	
-battery type	$21.00
-A/C type	$25.00
Wall damage and structural repair	Actual cost
Commode	
-unstopped	$40.00
-reset	$60.00
Commode replacement	
-flush valve type	Actual Cost
-close valve type	Actual Cost
Commode tank replacement	Actual Cost
Commode tank cover replacement	Actual Cost
Commode seat replacement	$ 15.00
Lavatory, sink or shower	
-unstopped/each apartment	$60.00
-replaced	Actual cost
Lavatory or sink items	
-basket strainer replacement	$20.00
-stopper replacement	$15.00

MIAMI-DADE PUBLIC HOUSING AGENCY
SCHEDULE OF MAINTENANCE CHARGES (Continued)

Any item not listed below will be charged according to Actual Cost

ITEM	CHARGE
REPAIRS AND REPLACEMENTS	
Electrical items	
-circuit breaker replacement	Actual Cost
-fuse	Actual Cost
-fuse replaced	Actual Cost
-fustat	Actual Cost
-fustat replaced	Actual Cost
-switch plates or outlet covers	Actual Cost
-thermostats replaced	Actual Cost
Light Fixture	Actual cost
Light bulbs and lenses	
-regular bulbs replaced (move-outs only)	$5.00
75 watt	$5.00
150	$7.00
-fluorescent bulbs	$10.00
-incandescent light fixture lens	Actual Cost
-fluorescent light fixture lens	Actual Cost
-installation of resident-provided bulbs (elderly/handicapped residents only)	$1.00
Refrigerators/ranges	
-repaired or replaced	Actual cost
-ice tray replacement	$10.00
-vegetable crisper replacement	$18.00
-crisper tray cover replacement	$14.00
-range knob	$10.00
burner elements (oven & top burner)	Actual cost

MIAMI-DADE PUBLIC HOUSING AGENCY

SCHEDULE OF FINES

Cutting Grass	$25.00 (small yard)
	$ 50.00 (large yard)
Disposing of household goods/furniture in areas other than assigned	$100.00
Feeding stray animals	$10.00
Graffiti, dirty walls	$100.00
Hanging clothes on balconies/throwing trash over balconies	$25.00
Keys, each additional	$5.00
Littering fee (failure to place trash/garbage in dumpster)	$40.00
Littering fee, additional violations of littering or each occurrence	$40.00
Lock changing fee	$75.00
Lock change due to abuse	$75.00
Lock-out fee during closed office hour of the day	$30.00
Lock-out fee on weekends/holidays	$80.00
Parking on the grass	$25.00
Playing loud music	$27.00
Unauthorized pets	$100.00
Unreturned keys at move-out, fee per lock	$75.00
Walking on the grass	$10.00
Washing vehicle w/water from development community by resident	$50.00
Washing vehicle w/water from development community by guest	$75.00