Memorandum

MIAMI-DADE COUNTY

Date: June 21, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

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

From: Alina T. Hudak
County Manager

Subject: Resolution Approving Miami-Dade Public Housing Agency's FY 2011-12 PHA Plan, ACOP, Section 8 Administrative Plan and Public Housing Community Policies

---

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached documents related to the Miami-Dade Public Housing Agency (MDPHA):

1. Public Housing Agency Plan (PHA Plan) for FY 2011-12;
2. Public Housing Admissions and Continued Occupancy Policy (ACOP);
3. Section 8 Administrative Plan (Admin Plan); and
4. Public Housing Community Policies.

It is also requested that the BCC authorize the County Mayor or the County Mayor's designee to submit these documents to the U.S. Department of Housing and Urban Development (US HUD) for final approval. MDPHA's PHA Plan is required to be submitted to US HUD for approval no later than July 16, 2011.

Scope

The PHA Plan includes the strategies for managing the federally subsidized Public Housing Program and Section 8 Program for the Miami-Dade County area jurisdiction. The County's PHA Plan does not include the activities of Public Housing and Section 8 programs administered by other public housing authorities within Miami-Dade County (i.e. Hialeah Housing Authority, Housing Authority for the City of Miami Beach, and Homestead Housing Authority). These agencies must submit their own plans for housing programs to US HUD.

Fiscal Impact

The PHA Plan includes the planned sources and uses of financial resources for the support of federal public housing and Section 8 programs for FY 2011-12 totaling $286.1 million.

Track Record/Monitoring

The MDPHA Director is responsible for administering the Public Housing Program; however, management of the day-to-day operations of the Section 8 Housing Choice Voucher Program was outsourced to a private contractor, Florida Quadel, pursuant to Resolution R-1415-08. MDPHA staff monitors Florida Quadel's performance on a monthly basis.

MDPHA staff continues to directly administer the other areas of the Section 8 Programs, including the Moderate Rehabilitation, Shelter Plus Care, and Single Room Occupancy programs.

Background

PHA Plan

The Quality Housing and Work Responsibility Act (QHWRA) enacted on October 21, 1998, and related regulations implemented by US HUD, require any local, regional, or State housing agency

receiving federal funds to submit an annual PHA Plan. The PHA Plan includes MDPHA's mission and goals over the next five-year period, objectives for the upcoming fiscal year regarding operations, programs and capital spending, and strategies for meeting the needs of the local community.

The BCC approved MDPHA's first PHA Plan on July 25, 2000, and all subsequent annual PHA Plan updates. The FY 2011-12 PHA Plan presented for BCC consideration includes a new FY 2010-15 Five-Year Plan as well as the annual PHA Plan for the fiscal year beginning October 1, 2011. The major changes to the PHA Plan are as follows:

1. Deletes information regarding the Memorandum of Understanding (MOU) between US HUD and the County. The MOU expired on December 31, 2010.
2. Proposes to make housing offers to the Section 8 Moderate Rehabilitation program from the Tenant-based ranking list. MDPHA's waiting list is currently organized in two separate rankings, one for Project-based programs and another for Tenant-based programs. Offers to the Section 8 Moderate Rehabilitation program are made from the Project-based ranking list, and this recommended change will allow offers to those in the Tenant-based ranking list only.
3. Establishes the preliminary listing for former Scott/Carver HOPE VI residents wishing to return to the Scott/Carver redevelopment, in accordance with the guidelines under the Scott/Carver HOPE VI Redevelopment Return Policy approved by US HUD. Former residents of Scott and Carver Homes have the right to first refusal for the Scott/Carver HOPE VI Redevelopment project.
4. Requests renewal of MDPHA's US HUD-approved Elderly Designated Housing units, which will expire November 2011. If this renewal is not granted, the Elderly Designated Housing units will convert to regular Family Designated Housing Units.
5. Increases the Section 8 Project-Based Voucher Program (PBV) by including 24 units from Liberty Square Apartments. The addition of these units will bring the total number of Section 8 PBV units to 74. MDPHA is also reviewing PBV applications received from seven other developments.
6. Proposes to complete Energy Performance Contracting to reduce Public Housing energy consumption.
7. Implements new Public Housing rent collection methods (lockbox and online payment).
8. Updates MDPHA's progress in meeting the goals for Scott/Carver Hope VI redevelopment project.
9. Proposes that utility reimbursements for Section 8 tenants and Public Housing residents be issued through a debit card rather than checks.

ACOP and Admin Plan

The ACOP and Admin Plan are supporting documents to the PHA Plan. The purpose of the ACOP and the Admin Plan is to establish MDPHA's written management policies in accordance with US HUD regulations. The ACOP provides the policies and procedures for the Public Housing Program and the Admin Plan includes the policies and procedures for the Section 8 Housing Choice Voucher and Moderate Rehabilitation Programs. Both plans have been revised to include policy updates and/or new US HUD regulations. Major changes to the ACOP and Admin Plan are as follows:

1. Proposes that eligible applicants selected from the Tenant-Based ranking be offered housing under the Moderate Rehabilitation Program, in addition to the Project-Based ranking.

2. Establishes the returning guidelines and preliminary listing for former Scott/Carver HOPE VI residents, according to the Scott/Carve HOPE VI Redevelopment Return Policy approved by US HUD.
3. Proposes that MDPHA's waiting list be reopened as needed for specific bedroom size subject to availability of these units or an increase in funding from US HUD. The current policy provides for the waiting list to be re-opened every five years.
4. Proposes that former Scott/Carver HOPE VI residents have the right of first refusal for Project-Based Voucher units.
5. Updates third party verification requirements according to US HUD's Public and Indian Housing Notices 2010-19 and 2010-03 that provide different levels of verification, reduce the number of required bank statements and paystubs for income verification, and delete the requirement for income verification to be submitted directly from an employer or government agency.
6. Changes exclusion of Child Support income from six to three months.
7. Proposes that MDPHA may not deny assistance to applicants showing poor record of meeting financial obligations, especially rent, to previous private landlords (non-subsidized housing) due to documented financial hardship.
8. Proposes to offer housing units to applicants for the Public Housing and Moderate Rehabilitation programs by geographical zones or countywide depending on availability. MDPHA currently offers units in Public Housing and Moderate Rehabilitation Programs as the units become ready for occupancy regardless of location.
9. Amends the occupancy/subsidy standards provisions to include consideration for additional rooms due to the need for additional medical equipment or custody of a child.
10. Proposes that utility reimbursements be issued through a debit card rather than through direct payments.
11. Proposes that for Public Housing residents paying their own utilities, disconnection or denial of utility services for non-payment may be grounds for termination of assistance as stated in the Public Housing Lease.
12. Revises hearing procedures to schedule hearings within 30 days of receipt of request, and requires verification by a Hearing Officer of documents submitted as evidence. This will ensure more timely scheduling of hearing requests and authentication of documents presented at hearings.
13. Adds a clause to the Public Housing hearing procedures that allows the resident to sign a waiver to proceed with the hearing in the event the resident council representative, or the resident nominated by the resident council of complainant's development does not attend the informal hearing.
14. Requires Section 8 landlords to submit proof of non-delinquency of payments to homeowners association as part of the landlord approval process.
15. Adds repayment agreement details for recapture of funds overpaid to Section 8 landlords with single or no remaining units.
16. Requires that MDPHA be notified if agreements between Section 8 landlords and tenants are changed regarding who will be responsible for utilities.
17. Requires Section 8 Voucher holders to comply with the first year of tenancy under the lease with the landlord to be eligible for the Section 8 Homeownership Program. This requirement is included in every lease; however, it is now being recommended for inclusion in the Admin Plan.

Public Housing Community Policies

The Public Housing Community Policies are part of the Public Housing Dwelling Lease. The Community Policies are the rules and regulations governing aspects of residency with the purpose of providing decent and safe, public-assisted housing. Any violation of the Community Policies by the resident shall be considered a violation of the lease.

The major changes to the Public Housing Community Policies are as follows:

1. Proposes that installation of fences, locks, cameras, etc., does not guarantee safety from theft, injury, or damage to property.
2. Provides further clarification on the prohibition of door-to-door distribution of materials (fliers, leaflets, etc.), goods, and/or services to MDPHA residents.
3. Revises hearing procedures to schedule hearings within 30 days of receipt of request, allows Public Housing residents to sign a waiver to proceed with hearing if resident council or a representative fail to appear, and requires a Hearing Officer to verify documents submitted as evidence.

As part of the FY 2011-12 PHA Plan development process, MDPHA staff held meetings with the Resident Advisory Board at three regional meetings on the following dates and locations:

- January 11, 2011: Ward Towers Community Center, 2200 NW 54 St., Miami, FL 33142
- January 12, 2011: MDPHA Board Room, 1407 NW 7 St., Miami, FL 33125
- January 13, 2011: Arthur Mays Villas Community Center, 11341 SW 216 St., Miami, FL 33170

The draft proposed FY 2011-12 PHA Plan, ACOP, and Admin Plan were made available for public review and comments during the 45-day comment period beginning on January 26, 2011. The draft documents were distributed to MDPHA's Public Housing site offices, MDPHA's administrative office, and members of the Public Housing Resident Advisory Board including Resident Council Presidents. The PHA Plan also includes input and comments provided by Florida Quadel, which have been reviewed and approved by MDPHA. These proposed draft documents are also posted on MDPHA's website.

Written comments received during the comment period are attached. The comments were reviewed and taken into consideration in preparing the final plan.

Attachments

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: June 21, 2011

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

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

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)(A)
6-21-11

RESOLUTION NO. _____

RESOLUTION APPROVING MIAMI-DADE PUBLIC HOUSING AGENCY'S 2011-2012 PUBLIC HOUSING AGENCY PLAN, ADMISSIONS AND CONTINUED OCCUPANCY POLICY, PUBLIC HOUSING COMMUNITY POLICIES AND SECTION 8 ADMINISTRATIVE PLAN SUBJECT TO APPROVAL BY US HOUSING AND URBAN DEVELOPMENT (US HUD); AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SUBMIT THE PLANS TO US HUD FOR FINAL APPROVAL

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

WHEREAS, the Miami-Dade Public Housing Agency (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 (US HUD) as extremely low, low, and very-low income residents living in public and Section 8 housing,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves MDPHA's 2011-2012 Public Housing Agency Plan, Admissions and Continued Occupancy Policy, Public Housing Community Policies, and Section 8 Administrative Plan; and authorizes the County Mayor or the County Mayor's designee to submit the plans to US HUD for final approval.

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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of June, 2011. 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

Approved by County Attorney as
to form and legal sufficiency.

By:_____
Deputy Clerk

Terrence A. Smith

HEALTH

Funding gap threatens AIDS drug help

HIV/AIDS patients who can't afford their drugs could go without them if funding runs out in February. But major manufacturers say they may supply the drugs to tide them over.

BY FRED TASKER
ftasker@MiamiHerald.com

Patients who need HIV/AIDS drugs but can't afford them could be in danger of going without if the Florida program that supplies the drugs runs out of money as threatened by mid-February, state officials said Wednesday.

The AIDS Drug Assistance Program has a $14.5 million funding gap that could last until the new funding year begins April 1.

"We're running out of money, and we're trying to help the patients through this six-week gap," said Tom Liberti, chief of the HIV/AIDS Bureau of the Florida Department of Health. "We're exploring all our options."

But Liberti said he's "99 percent of the way" toward working out an agreement in which major drug manufacturers will supply drugs to tide over the program.

Locally, the Miami-Dade HIV/AIDS Partnership, which advises the county on AIDS matters, will hold an emergency meeting Friday to discuss whether to reduce the number of nonessential drugs available to AIDS patients while keeping them supplied with life-saving antiretroviral medicine.

Doctors say it's important for newly diagnosed HIV patients to get antiretroviral drugs quickly to keep them from progressing toward AIDS and to reduce the chance of infecting others.

WAITING LIST

In Florida, ADAP has been providing drugs to 10,600 patients, with 3,000 of them in Miami-Dade and Broward. Short of money last year, the state on June 1, 2010, started putting new patients on a waiting list that now has an additional 2,800 people, including 685 in Miami-Dade and 475 in Broward, Liberti said.

Patients on the waiting list have been receiving antiretroviral drugs from major pharmaceutical companies' charity "Patient Assistance Programs," but in some cases have been unable to get "nonessential" drugs that treat side effects.

"At present, no patients are doing without AIDS drugs," said Dan Wall, director of the Miami-Dade Office of Grants Coordination. But he said funding could run out by mid-February unless a solution is found. On April 1, another $100 million in federal AIDS drugs funding arrives in Florida, Liberti said.

Help may be on the way through Wellvista, a South Carolina nonprofit organization. The group, acting on behalf of medical manufacturers, helps provide drugs to patients who can't afford them. "We have nearly every major manufacturer — Merck, GlaxoSmithKline, Bristol-Myers Squibb and others," said Jeffrey Lewis, president of Heinz Family Philanthropies, which is working with the drug companies.

Also, state Sen. Joe Negron, a Stuart Republican, and others are working to persuade the Florida Legislature to provide money to help support the ADAP program, Liberti said.

Liberti blamed the poor economy and a list of applicants that has grown by 25 percent since 2008 to reach 13,000 people statewide. In 2009, the Legislature cut ADAP support by $1 million to $10.5 million. No additional funding was appropriated in 2010.

President Barack Obama has proposed an increase of $20 million for 2011, while the AIDS Institute and others are calling for an increase of $126 million. The federal government provides 49 percent of ADAP funding, down from 69 percent in 2000.

LIMITS

While funding is being worked out, the Miami-Dade HIV/AIDS Partnership may have to recommend temporary restrictions on certain nonessential medications like vitamins and aspirin, a spokeswoman said.

On Friday, the Partnership will hold an emergency meeting at the Behavioral Science Research building, 2121 Ponce de Leon Blvd., Coral Gables, to discuss such restrictions and how to deal with the financial crisis. The meeting is open to the public. Call 305-443-2000 for information.

CRIME

Police: Man posed as agent

A man who showed a fake FBI badge to police and was discovered with a cache of fake law-enforcement badges was arrested.

BY IHOSVANI RODRIGUEZ
Sun Sentinel

He had plenty of shiny law enforcement badges and an arsenal of weapons, but it turns out Daniel Cleary was no cop at all.

Instead, authorities say, he was a 48-year-old man who took a bad tumble inside his bath tub while apparently intoxicated. The spill led to his arrest on charges of impersonating an FBI agent and for possessing more than two dozen phony federal badges.

According to federal and local officials, Broward Sheriff's Office deputies responded to Cleary's Weston apartment at about 10 a.m. on Jan. 13 after his unit became inundated with water.

Cleary, who deputies said appeared intoxicated, reportedly fell in his tub and broke a faucet, said Broward Sheriff's department spokeswoman Keyla Concepcion. Cleary called the apartment complex manager for help with the flood. When the apartment complex manager went over to investigate, she noticed Cleary was wearing a gun under his jacket.

He reportedly told the manager that he was an FBI agent, Concepcion said.

The manager became suspicious and called the Sheriff's Office.

According to federal prosecutors, Cleary then identified himself to deputies as an FBI agent and was carrying a Glock handgun. He also presented deputies a counterfeit FBI credential bearing his name and photograph.

Cleary then allowed deputies to step inside his flooded apartment. That's when they noticed all the fake badges, Concepcion said.

The inventory included two fake FBI badges and 28 other counterfeit federal badges including from the U.S. Secret Service, U.S. Marshals Service, Drug Enforcement Administration and the Federal Aviation Administration. Authorities also recovered from the apartment and a storage unit 26 other firearms and approximately 1,000 rounds of ammunition, according to the report.

Cleary was arrested at his home after deputies checked with the FBI and learned he wasn't an agent. He was booked at the Broward County Jail, and was released after posting bond.

It remains unclear what Cleary was doing with the badges and weapons. FBI spokesman Michael Leverock said he could not comment.

Federal prosecutors ask anyone who may have encountered Cleary to notify the FBI.

Public records indicate Cleary is licensed to carry a concealed weapon. He does not have a criminal record.

Cleary made his first federal court appearance Tuesday. If convicted, he faces up to three years in prison on each count of impersonation and six months on each count of possession of federal agency badges and credentials.

ETHICS TRIAL

Panel to suggest penalty for judge

The state Supreme Court will ultimately decide whether or how to punish a Broward circuit judge for calling his wife to testify during a hearing before him.

BY ROBERT NOLIN
Sun Sentinel

A six-member panel that heard two days of testimony will next recommend whether to scold, dismiss or do nothing to Broward Circuit Judge Dale Cohen, who was accused of exploiting his position to help his wife when she was running for judge.

The state Supreme Court, reviewing the panel's recommendation, will ultimately decide whether or how to punish Cohen.

Cohen, who has been on the bench nearly five years, has admitted he erred when he called his wife, Mardi Anne Levey Cohen, to testify during an August 2009 hearing before him. "I didn't follow the law," he said. "I blew it."

Cohen's wife was in her third campaign for a court seat, and had earlier gotten into a phone dispute with defense attorney Stephen Melnick, who was supporting her opponent.

Fearing such bad blood would influence Cohen, Melnick filed several requests that the judge remove himself from cases involving Melnick.

Rather than withdrawing immediately, as judges typically do, Cohen called his wife to testify about her confrontation with Melnick.

The Judicial Qualifications Commission, which investigates and prosecutes cases against judges, accused Cohen of misconduct.

He intimidated Melnick, it said, and furthered his wife's political cause by removing potentially humiliating motions regarding her dustup with Melnick.

"They were just getting to be an embarrassment to her judicial campaign," argued attorney F. Wallace Pope of Tampa, serving as prosecutor in the ethics trial.

"What other explanation is there for him to have gone off track and done something so stupid as to call your wife as a witness?"

Cohen's attorney, Michael Catalano of Miami, said the judge may have been negligent, but didn't exploit his position. "The question is abusing his office," Catalano said. "You've only heard a mistake, an apology from a nice guy."

Levey Cohen won her seat on the county court bench, and Melnick was granted his requests to have Cohen step down.

PERRINE

Man charged in fight has left U.S.

BY DIANA MOSKOVITZ
dmoskovitz@MiamiHerald.com

A man charged for his part in a Perrine convenience store fight that left one man dead appears to have left the country.

Nabil Sulaiman, 19, was out of jail on bail for his charge of aggravated battery with a deadly weapon after Miami-Dade police said he hit 34-year-old Akil LaRue Oliver with a bottle on Nov. 18. Moments later, Sulaiman's brother, Ragheb, allegedly struck Oliver with a crowbar.

Oliver died at the Quick Shop Food Store, 9720 SW 168th St. Ragheb Sulaiman, 24, is charged with second-degree murder and held without bail.

Nabil Sulaiman had a court date this week but did not appear, according to Miami Herald news partner WFOR-CBS 4. His lawyer told CBS 4 he left for the Middle East in fear for his safety. Since the arrests, Oliver's supporters have protested near the store, where both brothers worked. On Wednesday, County Commissioner Dennis C. Moss issued a statement in support of the family and bringing back Nabil Sulaiman.

The day of the fight, Oliver was angry because he thought the store owner owed him money, according to an arrest affidavit. He hurled ethnic slurs and expletives at the store clerks, the affidavit said, and said "they should return to their country."

Customers tried to calm him down. He left, then came back and yelled again. As an off-duty corrections officer tried to remove Oliver from the store, Nabil Sulaiman hit Oliver with the bottle, the affidavit said, followed by Ragheb Sulaiman hitting him with the crowbar.

"Want some opinion with your omelet?"
Nothing goes better with breakfast than The Miami Herald, delivered.
1-800-441-0444

MIAMI-DADE COUNTY
Public Notice
Miami-Dade Public Housing Agency
Public Housing Agency (PHA) Plan

COMMENT PERIOD
Miami-Dade Public Housing Agency (MDPHA) hereby advertises its proposed PHA Plan for Fiscal Year 2011-2012, which will be available for review during a 45-day comment period from January 26, 2011 through March 11, 2011 at MDPHA's website www.miamidade.gov/housing and offices.

Please send written comments during the comment period to: MDPHA, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: Executive Director PHA Plan Comment; or email comments to: PHAPublicComment@miamidade.gov.

PUBLIC HEARING
The public hearing will be held at the Economic Development and Social Services Committee meeting on 4/13/2011, at 9:30 a.m., at the Commissioner's Chamber, 111 N.W. 1 St. Miami, Florida 33128.

MDPHA does not discriminate based on race, sex, color, religion, marital status, national origin, disability, ancestry, sexual orientation, age, pregnancy or familial status in the access to, admissions to, or employment in housing programs or activities. If you need a sign language interpreter or materials in accessible format for this event, call 786-469-4229 at least five days in advance. TDD/TTY users may contact the Florida Relay Service at 800-955-8771.

For legal ads online, go to http://legalads.miamidade.gov

What do you get when you mix the freshest seafood Key Largo has to offer, live local entertainment, fireworks, cooking demonstrations, fishing workshops, a costume contest and more?
It's the...
Key Largo STONE CRAB & SEAFOOD FESTIVAL
2nd Annual • 2011
The Florida Keys Key Largo
11am–8pm Saturday & 11am–4pm Sunday
January 29-30, 2011
Rowell's Marina Property Mile Marker 104.5 Bayside Key Largo
KIDS PLAY AREA
COOKING DEMONSTRATIONS
NASHVILLE MUSIC ARTISTS
ARTS & CRAFT VENDORS
SHRIMP EATING CONTEST
KEY LIME PIE EATING CONTEST
CASTING CONTEST
LITTLE MERMAID CONTEST
FACE PAINTERS
KIDS FISHING TOURNAMENT (EVERYONE WINS)
KIDS BAND
STEEL DRUM BAND
PIRATE DEMONSTRATIONS
MAGIC SHOWS
BOAT DEALERS
CAR SHOW ON SUNDAY
FIREWORKS ON SAT. NIGHT AT 7:30
Admission: $5 adults, kids under 12 free
Opportunities for vendors and booths!
Over 10,000 visitors are expected to attend!
KeyLargoSeafoodFestival.com
seafoodfest@fkrm.com • 1-305-453-0008

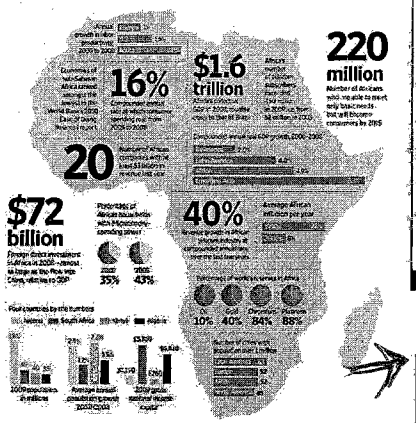
A continent of new consumers beckons

AS DISPOSABLE INCOMES CONTINUE TO CLIMB, MULTINATIONALS SHIFT FOCUS FROM RESOURCES TO RETAIL

By Peter Wonagott

The Wall Street Journal is currently running an in-depth interactive series on the rapid development and potential of the African consumer market. The first installment of the series includes a wealth timeline of foreign investment in Africa, consumer profiles, an insightful article on multinational brand perspective and more. It's a must read. I'm looking forward to reading more in this series.

Many governments are under pressure to create jobs, even if it requires giving foreign companies a greater role in domestic economies.



There's a new gold rush under way for the African consumer, a campaign that spans the continent and aims to reach an emerging middle class. These are the people who have begun to embrace cellphone messages, restaurant meals and trips down supermarket aisles.

In Kenya, a battle between units of Britain's Vodafone Group PLC, and India's Bharti Airtel Ltd. has driven down the consumer's cost of a text message to a penny. Yum Brands Inc. of the U.S. recently said it wants to double its KFC outlets in the next few years to 1,200.

And Wal-Mart Stores Inc. has agreed to pay nearly $2.5 billion to buy 51 percent of South Africa's Massmart Holdings Ltd., with plans to use the discount retailer as a foothold for continental expansion. Andy Bond, Wal-Mart's regional executive vice-president, describes the potential as a "10- to 20-year play."

CONSUMER SPENDING $1.4 TRILLION

Some analysts believe a billion-person continental market already has arrived. Consultancy McKinsey & Co. says the number of middle-income consumers — those who can spend for more than just the necessities — in Africa has exceeded the figure for India. The firm predicts consumer spending will reach $1.4 trillion in 2020, from about $860 billion in 2008.

While Africa's resource wealth continues to hire the bulk of foreign investment, the rise of that new consumer class is beginning to shift the balance. From 2000 to 2009, foreign direct investment to Africa increased sixfold to $58.56 billion, according to the United Nations Conference on Trade and Development. And that includes a sharp drop during the global financial crisis, from $72.18 billion in 2008.

A growing percentage of foreign direct investment has been going to sectors such as manufacturing and services, with the value of mergers and acquisitions in the manufacturing sector hitting a record $16 billion in 2008.

ROBUST EXPANSION

While overall investment in Africa slowed in 2009 amid the global economic downturn, investment in the services sector picked up, boosted by Vondafone's $2.4 billion increase in it's stake in South Africa's largest mobile phone operator by subscribers.

High commodity prices have helped sustain robust expansion in Africa's resource-rich

Please turn to **CONSUMERS 12D**

MIAMI-DADE COUNTY Public Notice

Notice is hereby given of the following temporary polling place changes. These changes have been made by the Supervisor of Elections pursuant to Section 101.71, Florida Statutes.

TEMPORARY POLLING PLACE CHANGES

PCT. #	NEW LOCATION
065/117/165	All Nations Presbyterian Church 16951 NE 4th Avenue
218	New Way Fellowship Baptist Church 16800 NW 22nd Avenue
227	Myrtle Grove Presbyterian Church 2951 NW 175th Street
256	Robert Sharpe Towers #2 115 NW 202nd Terrace
400	Lorah Park Elementary School 5160 NW 31st Avenue

Lester Sola, Supervisor of Elections
Miami-Dade County

For legal ads online, go to http://legalads.miamidade.gov

MIAMI-DADE COUNTY Public Notice

Miami-Dade Public Housing Agency Public Housing Agency (PHA) Plan

COMMENT PERIOD

Miami-Dade Public Housing Agency (MDPHA) hereby advertises its proposed PHA Plan for Fiscal Year 2011-2012, which will be available for review during a 45-day comment period from January 26, 2011 through March 11, 2011 at MDPHA's website www.miamidade.gov/housing and offices.

Please send written comments during the comment period to: MDPHA, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: Executive Director PHA Plan Comment; or email comments to: PHAPublicComment@miamidade.gov.

PUBLIC HEARING

The public hearing will be held at the Economic Development and Social Services Committee meeting on 4/13/2011, at 9:30 a.m., at the Commissioner's Chamber, 111 N.W. 1 St. Miami, Florida 33128.

MDPHA does not discriminate based on race, sex, color, religion, marital status, national origin, disability, ancestry, sexual orientation, age, pregnancy or familial status in the access to, admissions to, or employment in housing programs or activities. If you need a sign language interpreter or materials in accessible format for this event, call 786-469-4228 at least five days in advance. TDD/TTY users may contact the Florida Relay Service at 800-955-8771.

For legal ads online, go to http://legalads.miamidade.gov

MIAMI-DADE COUNTY Public Notice

Notice is hereby given of the following polling place change. This change has been made by the Supervisor of Elections pursuant to Section 101.71, Florida Statutes.

PERMANENT POLLING PLACE CHANGE

PCT. #	NEW LOCATION
212	Star Lakes Association, Inc. 301 NE 191st Street

Lester Sola, Supervisor of Elections
Miami-Dade County

For legal ads online, go to http://legalads.miamidade.gov

MIAMI-DADE COUNTY Public Notice

The Public is advised that a **Public Hearing** will be held on **Tuesday, February 1, 2011 at 9:30 A.M.**, by the Miami-Dade County Board of County Commissioners (BCC) in the Commission Chambers located on the Second Floor of the Miami-Dade Stephen P. Clark Center, 111 N.W. First Street, Miami, Florida, at which time the BCC will consider:

A resolution adopting a Finding of Necessity declaring a geographic area of Miami-Dade County located in an area of unincorporated Miami-Dade County generally bounded by the City of Miami Gardens to the north, the westernmost property lines of the parcels that abut the westerly right-of-way of NW 7th Avenue to the west, Interstate I-95 to the east and the City of North Miami to the south to be a slum or blighted area declaring rehabilitation, conservation or redevelopment, or a combination thereof, to be necessary in the interest of public health, safety, morals or welfare of residents of Miami-Dade County.

The existing NW 7th Avenue Corridor CRA is generally described as being bounded by Interstate I-95 on the east, NW 119th St. on the north, NW 79th St. on the south and the westernmost property lines of the parcels that abut the westerly right-of-way of NW 7th Avenue on the west.

All interested parties may appear and be heard at the time and place specified above. Copies of the resolution may be obtained from the Clerk, Board of County Commissioners, 17th Floor of the Miami-Dade County Stephen P. Clark Center.

A person who decides to appeal any decision made by the Board, Agency or Commission with respect to any matter considered at this meeting or hearing will need a record of the proceedings. Such person may need to ensure a verbatim record of the proceedings is made, including the testimony and evidence upon which appeal is to be based. Miami-Dade County provides equal access and equal opportunity in the employment and services and does not discriminate on the basis of handicap. Sign Language Interpreters are available upon request. Please call (305) 375-5368 at least five (5) days in advance.

For legal ads online, go to http://legalads.miamidade.gov

Strength. Commitment. Expertise.

We think everyone should be treated fairly...

Sometimes people, businesses, even governments don't do the right thing.

At my Law Practice, The Henriques Group, we make sure our clients get the fair treatment they deserve.

That's the principal reason I bank with TotalBank: I always feel I receive the service and treatment I deserve.

From the staff in my local Banking Center, to the *personal* bankers who help us with more sophisticated financial transactions, they are always available and eager to help. Now, with TotalPRO comprehensive banking services, both my personal and business finances are receiving expert management.

To me, it takes strength to do the right thing.

That's why I bank with TotalBank.

G.O.L. Henriques, Esq.
The Henriques Group
Cutler Bay

BANKING CENTERS

AIRPORT • 3100 NW 72 Ave., Miami, FL 33126 • (305) 982-2240
AVENTURA • 17701 Biscayne Blvd., Aventura, FL 33160 • (305) 982-3400
BIRD ROAD • 9311 SW 40th St., Miami, FL 33155 • (305) 982-3500
BRICKELL • 800 Brickell Ave., Miami, FL 33131 • (305) 982-3230
CORAL WAY MAIN • 2720 Coral Way, Miami, FL 33145 • (305) 448-6500
DORAL • 8780 NW 25th St., Doral, FL 33172 • (305) 982-3350
DOWNTOWN • 21 West Flagler St., Miami, FL 33130 • (305) 982-3310
HIALEAH • 5410 W 16 Ave., Hialeah, FL 33012 • (305) 982-3520
MEDLEY • 7205 NW 72nd Ave., Miami, FL 33166 • (305) 982-3343
NORTH MIAMI • 12411 Biscayne Blvd., N Miami, FL 33181 • (305) 982-3350
PERRINE PALMETTO BAY • 17845 Franjo Road, Palmetto Bay, FL 33157 • (305) 232-4800
QUAIL ROOST • 11424 Quail Roost Dr., Miami, FL 33157 • (305) 981-3360
WEST KENDALL • 13400 SW 120th St., Miami, FL 33186 • (305) 982-3270
19TH STREET DRIVE-THRU • 1920 SW 27th Ave., Miami, FL 33145 • (305) 982-3370

If you're looking for strength, TotalBank is your Bank, too.

TOTALBANK
A subsidiary of Banco Popular Español, S.A.

www.totalbank.com
All loans subject to credit approval

Member FDIC

Excesos en base militar y fuga de condenado generan gran polémica en Colombia

BOGOTÁ (EFE).- La breve fuga de un exoficial del Ejército condenado por homicidio y preso en la base militar de Tolemaida ha sacado a la luz pública en Colombia excesos y fallas de seguridad en centros especiales para reclusos de las Fuerzas Armadas y la Policía.

El exmayor del Ejército César Maldonado se había fugado el martes de Tolemaida y fue encontrado en la madrugada de hoy dentro del perímetro de esa misma base, situada en la población de Melgar (centro).

Maldonado es uno de los más de 1.000 miembros de las Fuerzas Armadas y la Policía presos en centros de reclusión especiales, de los que más de la mitad están condenados, según datos del gubernamental Instituto Nacional Penitenciario y Carcelario (Inpec).

Condenado por ser el autor intelectual del frustrado atentado contra el excongresista y líder sindical Wilson Borja en el 2000, Maldonado fue sentenciado a más de 25 años de prisión por el delito de homicidio agravado y cumplía su pena en Tolemaida.

El propio Borja denunció hoy en declaraciones a los medios que tanto Maldonado como otros militares recluidos en Tolemaida "entran y salen" cuando quieren de esa base.

Y es que la breve fuga del exmayor ha vuelto a reabrir un viejo debate en Colombia: el de las irregularidades que se cometen en los centros de reclusión para policías y militares, con privilegios para los presos que no existen en el resto de cárceles.

"El régimen disciplinario de los centros de reclusión será revisado (...) para evitar que casos como éste vuelvan a suceder", anunció a los periodistas el comandante de las Fuerzas Armadas, el almirante Edgar Cely.

Por su parte, el ministro de Defensa, Rodrigo Rivera, dijo en una rueda de prensa que esos centros de reclusión especiales existen "para velar por la seguridad de los propios internos por su carrera militar o policial, pero en ningún caso para que se presenten episodios vergonzosos e irregulares".

También el vicepresidente, Angelino Garzón, se pronunció sobre el asunto y pidió al titular del Interior y Justicia, Germán Vargas Lleras, y al Inpec "revisar cuál es la situación real que tienen las personas que están pagando condenas" en guarniciones policiales y militares.

Vargas Lleras, a su turno, planteó la posibilidad de que solo paguen condenas en unidades castrenses "aquellos que hayan cometido delitos tipificados en el código penal militar".

MIAMI-DADE COUNTY

Aviso Público

Plan de la Agencia de Vivienda Pública (PHA, su sigla en inglés)

PERÍODO DE COMENTARIOS

La Agencia de Vivienda Pública de Miami-Dade (MDPHA, su sigla en inglés) por la presente anuncia su propuesta de Plan PHA para el año fiscal 2011-2012, que estará disponible para revisión durante un período de comentarios de 45 días desde el 1/26/2011 hasta el 3/11/2011 en las oficinas y página web de MDPHA en **www.miamidade.gov/housing**.

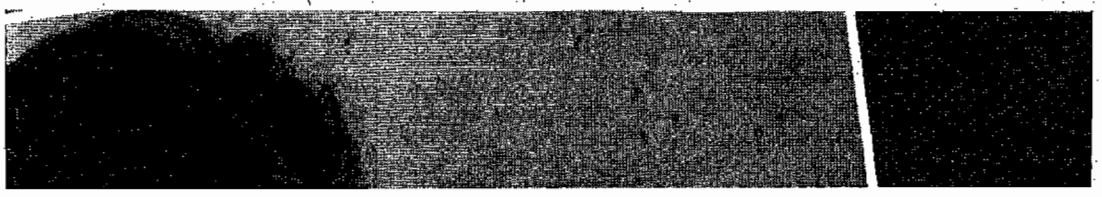
Por favor envíe sus comentarios por escrito durante el período para comentarios a; MDPHA, 701 NW 1Ct, Piso 16, Miami, Florida 33136, Att:: Director Ejecutivo, Comentarios sobre el plan PHA; o envíe los comentarios por correo electrónico a:

PHAPublicComment@miamidade.gov

AUDIENCIA PÚBLICA

La audiencia pública sobre el Plan se celebrará el 4 de abril del 2011 a las 9:30 a.m. durante la reunión del comité de Desarrollo Económico y Servicios Sociales (Economic Development and Social Services Committee), en el hemiciclo de los comisionados, ubicado en el 111 N.W. 1 St., Miami, Florida 33128.

La MDPHA no discrimina por razón de raza, sexo, color, religión, estado matrimonial, origen nacional, discapacidad, ancestros, orientación sexual, edad, embarazo o situación familiar, en lo relacionado al acceso a, o admisión a, o empleo en programas o actividades de la vivienda. Si necesita un intérprete del lenguaje de las señas o materiales en formato accesible para este evento, sírvase llamar al 786-469-4229 al menos con cinco días de anticipación. Los usuarios de TDD/TTY pueden contactar al Florida Relay Service al 800-955-8771.



10

Haïti, le bourbier des ONG

L'efficacité de leur action est remise en cause.

"ONG, go home!". Sur les murs de Port-au-Prince, quelques graffitis rageurs témoignent de la défiance à l'égard de ceux censés venir en aide à Haïti. Un an après le séisme qui a plongé le pays dans le chaos, les ONG restent pourtant mobilisées pour secourir les Haïtiens rescapés du séisme qui a tué plus de 222.000 personnes, blessé plus de 300.000 autres et laissé sans logement 1,5 million de Haïtiens.

Mais la perspective d'un "nouveau départ" que certains appelaient de leurs vœux après le séisme semble bien loin. Haïti, nous disait-on, devait se relever. Saisir cette catastrophe comme une "opportunité" pour rebâtir Port-au-Prince et, au-delà, reconstruire le pays. L'immense élan de générosité qui s'est manifesté à travers le monde a dopé cet espoir: en quelques semaines, près de 40 millions de dollars de dons ont été versés par des particuliers pour venir en aide aux Haïtiens.

Un an après, Port-au-Prince ressemble à un vaste bidonville. Les déplacés vivent toujours sous les tentes, et plus de 8 millions de m³ de débris restent à déblayer. Entre temps, le pays a été frappé par le choléra, qui a tué plus de 3.300 personnes. Près de 400.000 bâtiments avaient été détruits ou endommagés par le tremblement de terre, mais moins d'un millier de maisons ont été réparées. Et les élections, censées stabiliser le pays et mettre à sa tête des leaders capables de le relever, ont tourné au fiasco.

Les promesses des dirigeants mondiaux ont rapidement été oubliées: sur les 11 milliards de dollars annoncés lors de la conférence de New York en mars dernier, seuls 5,3 milliards seront attribués dans les deux prochaines années.

Où est passé l'argent des dons?

A l'heure du bilan, il peut être tentant de désigner les ONG comme les responsables d'une situation qui s'enlise. *"Je n'ai rien contre les ONG, nous avons besoin d'elles. Mais nous devons savoir ce qu'elles font de notre pays, les contrôler"*, estimait Jean-Max Bellerive, le Premier ministre haïtien, en décembre dernier sur la BBC. Où est passé l'argent des dons? Pourquoi les ONG sont-elles encore dans la gestion de l'urgence, plus occupées à assurer la survie des Haïtiens qu'à trouver des solutions durables pour reconstruire le pays? Et pourquoi ont-elles eu tant de mal à empêcher la propagation du choléra?

"Manque de coordination", répondent la plupart des acteurs de l'humanitaire interviewés sur le sujet. La crise a en effet révélé les limites du système des "clusters", qui consiste à réunir plusieurs ONG qui couvrent le même champ d'action pour définir une stratégie commune. *"Nous nous efforçons de faire dialoguer toutes les ONG ensemble"*, explique Elisabeth Byrs, porte-parole d'OCHA, la mission de l'ONU qui fédère le travail des ONG sur le terrain.

"Il y a beaucoup de brassage, de blabla, beaucoup de recommandations, de rapports d'activités en décalage avec ce qui se passe sur le terrain", traduit le responsable d'une ONG présente à Haïti.

Haïti, le Far West des ONG

Il y a surtout beaucoup d'acteurs de l'aide à Haïti. Au lendemain du séisme, les ONG étaient plus de 1000 à débarquer à Port-au-Prince, dans un chaos total. *"Une jungle"*, selon Benoît Miribel, président d'Action contre la Faim (ACF) et auteur d'un rapport sur l'évolution de l'action l'humanitaire remis à Bernard Kouchner en juin dernier.

Aux côtés de l'ONU et de la Fédération des Croix Rouges, se trouvent de grosses ONG, comme World Vision, Save the Children, ou encore Médecins sans frontières, Care, etc. Mais aussi beaucoup d'anonymes, des individus seuls ou des petites associations qui échappent au système des "clusters".

"Parfois, on voit des acteurs sur le terrain, et on se dit: 'mais, ils font quoi, eux, concrètement?'", s'interroge le responsable d'une grande ONG qui intervient en Haïti.

Kathie Klarreich, formattrice pour l'International Center for Journalism, dit: *"Certaines ONG travaillent pour elles-mêmes et pas forcément pour le pays"*. Terrible à dire, mais Haïti semble être devenu "the place to be" pour les ONG!

Business humanitaire

La faute à qui? Peut-être, d'une certaine manière, aux bailleurs de fonds. Car aujourd'hui, lever des fonds pour Haïti est plus facile que pour beaucoup d'autres causes, grâce, notamment, à la médiatisation de la catastrophe.

En ce sens, le séisme aura révélé les dérives du business humanitaire. Et ce d'autant plus que les ONG n'ont pas toutes été transparentes sur la gestion des dons reçus pour Haïti. Une enquête de l'organisme indépendant Disaster Accountability Project a révélé récemment qu'environ 80% des ONG présentes à Haïti avaient refusé de dévoiler leurs comptes. *"Ces organisations se soucient beaucoup de leur image et si nous avons besoin de faire une étude et de révéler leur manque de transparence pour les inciter à mieux partager l'information, et donc à mieux se coordonner entre elles, alors ça vaut le coup»*, estime Ben Smilowitz, directeur du projet.

Attention, cependant, à ne pas désigner trop vite des boucs-émissaires. Rendre les ONG responsables du marasme haïtien reviendrait à oublier un peu vite le contexte exceptionnel dans lequel elles sont intervenues: une capitale détruite, des centaines de milliers de morts parmi lesquels des représentants des pouvoirs publics, un gouvernement inexistant.

Si le pays s'est transformé en "République des ONG", c'est bien parce que Haïti vivait déjà sous perfusion humanitaire, avec les trois quarts de sa population au chômage, et deux milliards de budget provenant de dons et des bailleurs internationaux.

"Un Etat sous-administré, débordé par l'économie informelle et la fraude", écrit Luc Evrard dans le hors-série consacré à Haïti de la *Revue Humanitaire*. Un pays, souligne le journaliste, où l'Etat ne possède que 5% du capital foncier et dont les terres sont détenues par une vingtaine de familles.

Un Etat gangréné par le clientélisme, mais qui doit pourtant prendre ses responsabilités. Car les ONG, c'est un fait, ne resteront pas éternellement à Haïti.

MIAMI DADE COUNTY

Avi Piblik

Ajans Lojman Piblik Miami-Dade

Plan Ajans Lojman Piblik (PHA)

PERYÒD KÒMANTÈ

Ajans Lojman Piblik Miami-Dade (MDPHA) lisba pibliye Pwopozisyon Plan PHA liya pou Ane Fiskal 2011-2012, ki va disponib pou egzaminen pandan yon peryòd kòmantè 45-jou kòmanse 1/26/2011 rive 3/11/2011, sou sit entènèt MDPHA a www.miamidade.gov/housing ak nan biwo nou yo.

Tanpri voye kòmantè elekrit w yo pandan peryòd kòmantè a bay: MDPHA, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: Executive Director, PHA Plan Comment oswa voye kòmantè w yo pa imèl nan:

PHAPublicComment@miamidade.gov

ODYANS PIBLIK

Reyinyon piblik la ap fèt nan reyinyon Komite Devlopman Ekonomik ak Sèvis Sosyal la le 13 avril 2011 a 9:30 a.m., nan Sal Komisyonè yo, 111 NW 1th Street, Miami, Florida 33128.

MDPHA pa fè diskriminasyon baze sou ras, sèks, koulè, relijyon, etа sivil, orijin nasyonal, enfimite, desandans, oryantasyon seksyèl, fanmi, gwosès oswa sitiyasyon familе w pou ou jwenn aksè a, admisyon a, et aplikè nan pwogram lojman yo oswa aktivite lojman yo. Si w bezwen yon entèprèt ki pale en sity oswa dokiman nan fòma aksesib pou evenman sa a, rele 786-469-4229 omwen senk jou davans. Moun ki sèvi ak TDD/TTY yo ka kontakte "Florida Relay Service" nan 800-955-8771.

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information

PHA Name: Miami-Dade Public Housing Agency (MDPHA) PHA Code: FL005

PHA Type: ☐ Small ☐ High Performing ☒ Standard ☐ HCV (Section 8)

PHA Fiscal Year Beginning: (MM/YYYY): 10/2011

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: 9254 (including 41 homeownership) Number of HCV units: 14,596

3.0 Submission Type

☒ 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

FIVE YEAR PLAN FOR FY 2010-2015

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

We, the employees of Miami-Dade Public Housing Agency, through our collective efforts to positively enhance and better serve this community with integrity, care, high ethical standards, and competence, are committed to provide to low, very low, extremely low and moderate-income residents of Miami-Dade County:

- Quality affordable housing opportunities.
- Neighborhood revitalization and stabilization activities.
- Partnerships with private and public entities to optimize resources through innovative programs.
- Efficient and effective management of resources.

5.2 Five Year Plan Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

A. Increase the availability of decent, safe, and affordable housing.

1. Expand the supply of assisted housing

Reduce public housing vacancies:

- Achieve and maintain 90% occupancy levels and strive for higher levels of occupancy in successive years.
- Project-based properties within Miami-Dade County may be divided into geographical zones for purposes of making housing offers or units may be offered at the applicant's choice of countywide-based availability.

Leverage private or other public funds or generate revenue to create additional housing opportunities:

- Utilize leveraged funding sources with the Hope VI grant funds in the Scott/Carver HOPE VI re-development.
- Continue to apply for funding opportunities that may become available to create additional housing opportunities.
- Verify information of each household member through EIV for double subsidy and debt owed to other housing authorities at time of admission as part of the eligibility process.
- Pursue revenue generating opportunities (i.e. billboards or other programs that may result in a revenue generating mechanism for the agency).

Acquire or build units or developments:

- MDPHA may also apply for any funding, for any project and/or develop and advertise Request for Proposal or Qualifications (RFP's RFQ's), which MDPHA considers to be in its best interest in providing new additional housing and/or upgrading of existing housing and ancillary facilities which may include all MDPHA sites. MDPHA will also submit appropriate applications and execute all other documentation as required for the implementation of projects and funding noted herein. Depending on funding availability, including General Obligation Bonds (GOB) funding, MDPHA may develop Lincoln Gardens, Elizabeth Virrick II and Victory Homes in accordance with development plans submitted, or which may be submitted, to HUD and Board of County Commissioners (BCC).

(Five Year Plan Goals continued next page)

5.2 (cont'd)	**Five Year Plan Goals and Objectives. (continued from previous page)**

2. Improve the quality of assisted housing

Improve public housing management (PHAS Score):

- Continue with the Quality Assurance Review (QAR) program of residents' files.
- Continue the applicability of the Enterprise Income Verification (EIV).

Improve voucher management (SEMAP Score):

- Maintain or improve the current SEMAP Score from Standard Performer.

Increase customer satisfaction:

- Provide improved communication with management and referral services to residents.
- Section 8 will continue to receive and assess customer surveys to improve communication.
- Utility reimbursements will be issued to residents through a reusable debit/credit card instead of direct check payments.

Concentrate on efforts to improve specific management functions:

- Deliver timely and quality maintenance services to public housing residents.
- Achieve and maintain 95% or greater of rent collections for the public housing program.
- Maintain preventive maintenance efforts.
- Revise and reorganize Asset Management Projects (AMP) if necessary.

Renovate or modernize public housing units

- Implement FYs 2011-16 Capital Fund 5-Year Action Plan.
- Utilize contractors for projects presented in the Five Year Action Plan.
- Continue the Job Order Contracts (JOC) program as necessary which is a rapid method of contracting from a pool of pre-screened group of contractors to do vacant unit repairs. The units are inspected by MDPHA staff, and a list of line items are selected from a pre-set unit price table containing a number of repairs with "fixed prices".

Provide replacement public housing:

- Coordinate with various agencies to make best efforts to identify Annual Contribution Contract (ACC) equivalent units within the HOPE VI Target Area for low income families and elderly persons. The HOPE VI Target Area (TA) boundary is defined as NW 119 Street, NW 7 Ave., NW 36 Street, and NW 32 Ave.

3. Increase assisted housing choices:

Applicants and current families will be advised of housing opportunities..

B. Improve community quality of life and economic vitality

Continue implementing public housing security improvements.

C. Promote self-sufficiency and asset development of families and individuals

Increase the number of employed persons in assisted families:

- Monitor contractors and subcontractors for compliance with Section 3 training and employment goals, and provide public housing residents with information about Section 3 business and training employment opportunities.

Provide or identify supportive services to improve assistance recipients' employability:

- Seek new partnerships with both public and private entities to enhance social and economic services to residents in assisted housing.
- Identify supportive services to increase independence for the elderly or families with disabilities:
- The Section 3 function will continue to offer opportunities for employment through job fairs and training programs.
- Maintain the disallowance (Earned Income Disallowance) of increase in annual income for all families in Public Housing and for disabled families in Section 8 programs as per the HUD regulations

D. Ensure Equal Opportunity in Housing for all Americans

Continue implementing Section 504, ADA, the Fair Housing Act and the Voluntary Compliance Agreement (VCA).
Continue implementation of domestic violence policy and procedures.

6.0	**ANNUAL PLAN FOR FY 2011-2012** **Annual PHA Plan Update** (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: **PHA Plan Elements.** (24 CFR 903.7) 1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. **A. Project-Based Programs** (1) Eligibility MDPHA selects applicants for the Project-Based Program according to available bedroom size units. A preliminary screening is conducted to establish eligibility. Screening includes: • Criminal and/or drug activity. • Sex offender. • Ability to comply with financial obligations and lease requirements, such as evictions, rental payment history, etc. • Verify information of each household member through EIV for double subsidy and debt owed to another housing authority or program at time of admission as part of the eligibility process. (2) Waiting List Organization There is a community-wide waiting list established in 2008 with each applicant assigned two ranking numbers; one for Project-Based Programs and one for Tenant-Based Programs. Public Housing and Section 8 New Constructions Programs will be selected using the Project-Based ranking; and Section 8 Housing Choice Voucher, Section 8 Project-Based Vouchers, and Section 8 Moderate Rehabilitation will be selected using both the Tenant-Based and Project-Based ranking. For purposes of making housing offers to assist in the reduction of vacant units, units may be offered by geographical zones or at the applicant's choice of countywide availability.(3) Assignment Vacant units are offered to multiple applicants by geographic zone or countywide at the applicant's choice based on availability. (4) Admissions Preferences MDPHA adheres to the federal targeting requirements. MDPHA may provide assistance to displaced persons (due to governmental action, nationally declared disasters) on a case-by-case basis, upon applicable referral and verification. Applicants on the waiting list are selected by ranking number. (5) Local Preferences National disaster displaced persons Assisted Living Facilities (ALF) Veterans (6) Occupancy Information about the rules of occupancy in public housing are referenced in: • MDPHA Conventional Public Housing Dwelling Lease and Community Policies • MDPHA Admissions and Continued Occupancy Policy (ACOP) • MDPHA Return Policy for Scott/Carver Homes HOPE VI Initiative. • MDPHA website

6.0 (cont'd)	**B. Tenant-Based Programs** (1) Eligibility MDPHA selects applicants for the Tenant-Based Program according to tenant-based ranking number. Screening conducted by the MDPHA includes review of criminal and drug-related activity. MDPHA requests criminal records from State and local law enforcement agencies for screening purposes. Upon request, landlords are provided access to clients' files in compliance with the State of Florida's Government-in-the-Sunshine Law which states that government records or documents are considered public record and should be made available for inspection or copying if requested. (2) Waiting List Organization There is a community-wide waiting list established in 2008 with each applicant assigned two ranking numbers; one for Project-Based Programs and one for Tenant-Based Programs. Public Housing and Section 8 New Constructions Programs will be selected using the Project-Based ranking; and Section 8 Housing Choice Voucher, Section 8 Project-Based Vouchers, and Section 8 Moderate Rehabilitation will be selected using both the Tenant-Based and Project-Based ranking. (3) Search Time The initial term of the Section 8 voucher is 60 days from the date of voucher issuance. MDPHA may extend the initial term 60 additional days in accordance with the Section 8 Administrative Plan and as a reasonable accommodation due to disability. (4) Admissions Preferences MDPHA adheres to the federal targeting requirements. MDPHA may provide assistance to displaced persons (due to governmental action, nationally declared disasters and victims of domestic violence) on a case-by-case basis, upon applicable referral and verification. Applicants on the waiting list are selected by rank number. (5) Local Preferences National disaster displaced persons (6) Special Purpose Section 8 Assistance Programs The Section 8 Administrative Plan contains the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by MDPHA. MDPHA announces the availability of any special-purpose Section 8 programs to the public through published notices.
6.0 (cont'd)	**C. Scott/Carver HOPE VI Waiting List** (1) Waiting List Organization Exclusively for former HOPE VI residents of Scott and Carver Homes who resided in Scott or Carver Homes as of September 16, 1999 and ranked through a computerized lottery system.

6.0 (cont'd)

Annual PHA Plan Update-PHA Plan Elements (continued from previous page)

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. Federal Grants (FY 2011-2012)	**Preliminary Estimate**	
a) Public Housing Operating Fund	$ 34,711,000	
b) Public Housing Capital Fund	$ 24,401,000	
c) HOPE VI Grant	$ 7,500,000	HOPE VI Revitalization - Operations
d) ARRA (CFRC) grant	$ 9,000,000	HOPE VI Revitalization - Operations
e) Replacement Housing Factor Funds (RHF)	$ 3,900,000	HOPE VI Revitalization - Operations
f) Neighborhood Stabilization Program 1 (NSP1) funds	$ 5,500,000	HOPE VI Revitalization - Operations
g) Annual Contributions for Section 8 Tenant-Based and Project-Based Assistance (HAP & Adm. Fee)	$173,569,000	
h) Other Federal Grants (list below)		
Shelter Plus Care Program	$ 8,109,000	
2. Public Housing Dwelling Rental Income	$ 17,783,000	Public Housing Operations
3. Non-federal sources (list below)		
County Bond Funds	$ 0	HOPE VI Revitalization - Operations
Miscellaneous Revenue	$ 1,627,000	Public Housing Operations
Investment Interest	$ 30,000	Public Housing Operations
Total Resources	**$286,130,000**	

American Recovery and Reinvestment Act (ARRA)

- MDPHA received $19,252,810.00 in March 2009. All funds were 100% obligated in early February 2010. There are 68 projects included, and the categories of work are: fire alarm installations, elevator repairs, roof replacements, window & door replacements, painting & new HVAC system.
- MDPHA was also awarded $16,643,865 by USHUD for creating green and efficient communities for the Scott/Carver HOPE VI Phase 2 Redevelopment. Funds are 100% obligated as of September 20, 2010.

State Disaster Grants – Administered by Miami-Dade County's Housing Community Development (HCD) Department.

- MDPHA has been approved for funds from HCD in CDBG Disaster Grant for Rounds 1, 2, and 3 for the Wilma hurricane damages. Included in Rounds 1, 2, & 3 CDG-B-DRI FY 2005 are Kline Nunn, Newberg Apts, Venetian Gardens, Little Havana Homes, Santa Clara Homes, Homestead Gardens, Medvin Apts, Harry Cain Towers, Robert King High, Wynwood Elderly, Ward Towers, Biscayne Plaza, Palm Court, Palmetto Gardens and Twin Lakes – for a total of approximately $7,983,598.

6.0 (cont'd)	**Annual PHA Plan Update-PHA Plan Elements (continued from previous page)** **3. Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units. **A. Public Housing** (1) Income Based Rent Policies • MDPHA adheres to federal guidelines and requirements. • Minimum Rent is $50. • Maintains rent hardship exemption policies. • Charges rent at a fixed amount or percentage less than 30% of adjusted income (2) Flat Rents/Rent Reasonableness In providing market-based flat rents, sources of information MDPHA used to establish comparability included the Section 8 rent reasonableness study of comparable housing and survey of similar unassisted units in the neighborhood **B. Section 8 Housing Choice Voucher, Section 8 Project-Based Voucher, and Section 8 Moderate Rehabilitation** (1) Payment Standards • Payment standards are reevaluated annually. • Additional information can be found in the Section 8 Administrative Plan. (2) Minimum Rent • Minimum rent is $50. • Exceptions can be made under a financial hardship.
6.0 (cont'd)	**4. Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. MDPHA management policies are located in: • MDPHA Admissions and Continued Occupancy Policy (ACOP) • MDPHA Conventional Public Housing Dwelling Lease and Community Policies • MDPHA Scott/Carver HOPE VI Return Policy • Section 8 Administrative Plan
6.0 (cont'd)	**5. Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. **A. Public Housing** Grievance procedures are addressed in the Community Policies, as part of the Public Housing lease, and in the ACOP. To initiate the grievance process: • Applicants may request informal reviews from the Applicant Leasing Center. • Residents of Public Housing developments may request grievance hearings at the development's management office. **B. Section 8 Housing Choice Voucher, Section 8 Project-Based Voucher, and Section 8 Moderate Rehabilitation** Informal hearing procedures are referred to in the Administrative Plan. To initiate the informal hearing process: • Applicants may request informal reviews from the Applicant Leasing Center. • Section 8 residents may request informal hearings from Section 8.

6.0 (cont'd)

Annual PHA Plan Update-PHA Plan Elements (continued from previous page)

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.

1) Development Name & Number	2) Designation Type	3) Application Status	4) Date Approved	Units Affected *(Note: all units affected are total development)*
Biscayne Plaza FL-05-074A	Elderly	Up for renewal as of November 2011	11/21/2006	52
Edison Plaza FL-05-056	Elderly	Up for renewal as of November 2011	11/21/2006	80
Florida City Gardens FL-05-080	Elderly	Up for renewal as of November 2011	11/21/2006	50
Goulds Plaza FL-05-079	Elderly	Up for renewal as of November 2011	11/21/2006	50
Haley Sofge FL-05-026	Elderly	Up for renewal as of November 2011	11/21/2006	475
Helen Sawyer Assisted Living Facility FL 05-057	Elderly	Up for renewal as of November 2011	11/21/2006	101
Lemon City FL-05-051	Elderly	Up for renewal as of November 2011	11/21/2006	100
Palm Courts FL-05-065	Elderly	Up for renewal as of November 2011	11/21/2006	88
Palm Towers FL-05-43	Elderly	Up for renewal as of November 2011	11/21/2006	103
Palmetto Gardens FL-05-088	Elderly	Up for renewal as of November 2011	11/21/2006	40
Peters Plaza FL-05-039	Elderly	Up for renewal as of November 2011	11/21/2006	102
Robert King High FL 05-013	Elderly	Up for renewal as of November 2011	11/21/2006	315
Smathers Plaza FL-05-018	Elderly	Up for renewal as of November 2011	11/21/2006	182
South Miami Plaza FL-05-045	Elderly	Up for renewal as of November 2011	11/21/2006	97
Three Round Towers FL 05-062	Elderly	Up for renewal as of November 2011	11/21/2006	391
Ward Towers FL-05-044	Elderly	Up for renewal as of November 2011	11/21/2006	200
Ward Towers 2 (ALF) FL-05-144	Elderly	Up for renewal as of November 2011	11/21/2006	100
Wynwood Elderly FL-05-094	Elderly	Up for renewal as of November 2011	11/21/2006	72
Martin Fine Villas FL-05-048	Elderly/Disabled	Up for renewal as of November 2011	11/21/2006	50
Claude Pepper FL-05-025	Elderly/Disabled	Up for renewal as of November 2011	11/21/2006	166
Jack Orr Plaza FL-05-041	Elderly/Disabled	Up for renewal as of November 2011	11/21/2006	200
Jose Marti Plaza FL-05-090	Elderly/Disabled	Up for renewal as of November 2011	11/21/2006	55

6.0 (cont'd)

7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**

(1) Services and programs offered to residents and participants

Elderly meals and youth programs are available at selected Public Housing sites.
Refer also to Section 10 relative to the Scott/Carver HOPE VI Redevelopment summary and updates.

(2) Policies or programs for economic and social self-sufficiency

(a) General

Coordination of efforts between MDPHA and social service agencies include:

- Facilitate the provision of specific social and self-sufficiency services and programs to eligible families

Self-Sufficiency Policies:

- Preference/eligibility for Section 8 homeownership option participation
- Facilitate interactive workshops to educate current and prospective MDC contractors and entities about Section 3 goals and business opportunities.
- All contracts and work orders must comply with Section 3 requirements.

(b) Family Self Sufficiency programs

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2011 estimate)	Actual Number of Participants (As of September 2010)
Public Housing	N/A*	41
Section 8	197	197

*MDPHA is not funded for this program.

((3) Compliance with Community Service requirements and treatment of Welfare income changes

(a) Welfare Benefit Reductions

Establishing a protocol for exchange of information with all appropriate social service agencies.

(b) Compliance with Community Service requirements

- Provide names and contacts that may provide opportunities for residents to fulfill their Community Service obligations.
- Provide the family with the necessary documentation, such as the certification form, third party verification form, and a copy of this policy at initial application and at lease execution.
- Make the final determination as to whether or not a family member is exempt from the Community Service and/or Self-sufficiency requirement and verify the resident's participation and compliance with the welfare program.
- Community Services are tracked in USHUD's PIC system and verified by MDPHA staff.
- Additional information can be found in MDPHA's Community Policies.

6.0 (cont'd)

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

(1) A description of the need for measures to ensure the safety of public housing residents:

- Upgrade security camera systems, lighting, security gates and other preventive measures to ensure safety of residents.
- Continue targeted police patrols to promote crime reduction initiative.
- Continue to communicate with residents regarding security and safety issues at MDPHA sites.

(2) A description of any crime prevention activities conducted or to be conducted by the PHA:

- Crime reduction initiative with several police departments to arrange police patrols in and around sites
- Crime reduction initiative includes partnership with US Attorneys Office and Miami-Dade State Attorneys Office

(3) A description of the coordination between PHA and the appropriate police precincts for carrying out crime prevention measures and activities:

- Police provide crime data to housing agency staff for analysis and action
- Police have established a physical presence on housing agency sites
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with management and residents
- Agreement between MDPHA and local law enforcement agencies for provision of above-baseline law enforcement services

6.0 (cont'd)	**9. Pets.** A statement describing the PHA's policies and requirements pertaining to the ownership of pets in public housing. (1) MDPHA has a pet policy permitting pet ownership by residents of public housing. (2) 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. (3) The only animals allowed as pets are common household pets. 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. This does not pertain to assistive animals. (4) All owners of a dog or cat must pay an additional $100 pet deposit to cover possible damages that the pet might cause in the development. Owners of assistive animals are not required to pay a pet deposit. This does not exclude the assistive animal owner from liability for any damages caused by such assistive animal. (5) Only one four legged, warm-blooded pet per dwelling unit. This does not apply to assistive animals. (6) The weight of any pet is not to exceed twenty (20) pounds at the age of maturity. This does not apply to assistive animals. Additional details and rules are available in MDPHA's Community Policies.
6.0 (cont'd)	**10. Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.
6.0 (cont'd)	**11. Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA. MDPHA is required to have an audit conducted under section 5(h) (2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c (h). The FY2009-2010 audit was completed by Berman Hopkins Wright & LaHam, an independent CPA firm contracted by the MDPHA. Although this audit noted some deficiencies in housing program tenant files, all findings have since been addressed.
6.0 (cont'd)	**Annual PHA Plan Update-PHA Plan Elements (continued from previous page)** **12. Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. • Complete the transition to Asset Management Operations in compliance with HUD rule, 24 CFR part 990. • Conduct monthly reviews of each property as it relates to occupancy, rent collections, re-examinations, emergency work orders, routine work orders and unit turn around time. • Monitor and report on the financial, physical and management performance of individual public housing sites in order to facilitate investment decisions by providing measurable performance information that will assist MDPHA plans for future viability of the public housing portfolio.
6.0 (cont'd)	**13. Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. See Chapter XIV (Domestic Violence) of the ACOP, and Section 2.15 (Domestic Violence, Sexual Assault/Battery, Dating Violence or Stalking) of the S8 Administrative Plan.
6.0 (cont'd)	(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. **The PHA Plan (including attachments) are available for public inspection at:** MDPHA Overtown Transit Village administrative office MDPHA development management offices: Public Housing Site Offices MDPHA website

7.0

Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.*

(a) Hope VI or Mixed Finance Modernization or Development. 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm

MDPHA received a HOPE VI revitalization grant in 1999 for Scott/Carver Homes, development (project) number: FL29P005004/FL29P005020. Phase 1 was completed by Habitat for Humanity in 2008 and provided 57 new homes. Phase 2 activities are underway pursuant to the approved Revitalization Plan. Phase 2 will provide a total of 354 rental units composed of 177 public housing (ACC) units, 107 low and moderate income (tax credit) units and 70 market rate units. Phase III and IV are also part of the revitalization plan but are currently not funded.

MDPHA may apply for a new HOPE VI and/or any other mixed finance, mixed income or other grants in the coming fiscal year as it may deem appropriate for providing additional housing and/or upgrading of existing housing and ancillary facilities which may include Scott/Carver HOPE VI's future unfunded phases and other MDPHA sites. MDPHA may submit appropriate applications and also execute all other documentation as required for the implementation of projects and funding noted herein. Engaging in mixed income or mixed-finance development activities for affordable housing in the Plan year:

- Scott/Carver Hope VI Revitalization
- Additional affordable housing units in the Scott/Carver Hope VI Revitalization Program funded by the Replacement Housing Factor Grant.
- Other funding opportunities as noted herein.

7.0 (cont'd)

(b) Demolition and/or Disposition. With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.

Plans to conduct the following demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year.

Demolition/Disposition Activity Description
1a. Development name: Elizabeth Virrick II 1b. Development (project) number: FL005-029
2. Activity type: Demolition ☒ Disposition ☒
3. Application status: Approved (may be amended)
4. Date application approved, submitted, or planned for submission: July 2006
5. Number of units affected: 56 6. Coverage of action: Total development
7. Timeline for activity: a. Actual or projected start date of activity: March 2011 b. Projected end date of activity: Oct 2012

Demolition/Disposition Activity Description
1a. Development name: Scattered Sites -B 1b. Development (project) number: FL005-017B
2. Activity type: Disposition ☒ (Sale) *(Part of Scott/Carver Disposition)* Demolition ☒
3. Application status: *Planned Application*
4. Date application approved, submitted, or planned for submission: June 2011
5. Number of units affected: 8 6. Coverage of action: Total development
7. Timeline for activity: a. Actual or projected start date of activity: 2012 b. Projected end date of activity: 2013

7.0 (cont'd)

Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Honsing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.***(continued from previous page)**

(Demolition and/or Disposition continued from previous page)

Demolition/Disposition Activity Description
1a. Development name: Lincoln Gardens 1b. Development (project) number: FL005-019
2. Activity type: Demolition ☒ Disposition ☒
3. Application status: Approved (may be amended)
4. Date application approved, submitted, or planned for submission: July 2009
5. Number of units affected: 47 6. Coverage of action: Total development
7. Timeline for activity: a. Actual or projected start date of activity: March 2011 b. Projected end date of activity: Oct 2012

Demolition/Disposition Activity Description
1a. Development name: Claude Pepper Tower 1b. Development (project) number: FL005-025
2. Activity type: Disposition ☒
3. Application status: Planned Application
4. Date application approved, submitted, or planned for submission: January 2011
5. Number of units affected: 0 6. Coverage of action: Partial disposition of vacant land parcel for parking lot.
7. Timeline for activity: a. Actual or projected start date of activity: June 2011 b. Projected end date of activity: July 2011

Demolition/Disposition Activity Description
1a. Development name: Victory Homes 1b. Development (project) number: FL005-007
2. Activity type: Demolition ☐ Disposition ☒
3. Application status: Planned Application
4. Date application approved, submitted, or planned for submission: October 2011
5. Number of units affected: 0 6. Coverage of action: Partial development
7. Timeline for activity: a. Actual or projected start date of activity: March 2012 b. Projected end date of activity: May 2012

(Continued on next page)

7.0 (cont'd)

(continued from previous page)

Demolition/Disposition Activity Description
1a. Development name: Scott Homes Phase 3/-Sector IIIA (partial) 1b. Development (project) number: FL005-004 (HOPE VI)
2. Activity type: Disposition ☒ (Sale) *(Part of Scott/Carver Disposition)*
3. Application status: Planned Application
4. Date application approved, submitted, or planned for submission: 06-01-2011
5. Number of units affected: 0 6. Coverage of action: Partial development
7. Timeline for activity: a. Actual or projected start date of activity: June 2011 b. Projected end date of activity: May 2012

Demolition/Disposition Activity Description
1a. Development name: Scott Homes Phase 4/-Sector II (partial) 1b. Development (project) number: FL005-004 (HOPE VI)
2. Activity type: Disposition ☒ (Ground Lease) *(Part of Scott/Carver Disposition)* Demolition ☒
3. Application status: Planned Application
4. Date application approved, submitted, or planned for submission: 10-01-2011
5. Number of units affected: 0 6. Coverage of action: Partial development
7. Timeline for activity: a. Actual or projected start date of activity: 06-01-2012 b. Projected end date of activity: 11-01-2013

Demolition/Disposition Activity Description
1a. Development name: Scott Homes Sector I (partial) 1b. Development (project) number: FL005-004 (HOPE VI)
2. Activity type: Disposition ☒ (Sale) *(Part of Scott/Carver Disposition)*
3. Application status: Planned Application
4. Date application approved, submitted, or planned for submission: 10-01-2011
5. Number of units affected: 0 6. Coverage of action: Partial development
7. Timeline for activity: a. Actual or projected start date of activity: 03-01-2012 b. Projected end date of activity: March 2013

MDPHA may submit demolition/disposition applications to USHUD for approvals and obtain other required approvals as necessary, particularly for emergency projects such as demolition of unsafe structures or minor scope projects.

7.0 (cont'd)

(c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm

Voluntary Conversion Initial Assessments

Developments that are subject to the Required Initial Assessments: 64

Developments that are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects): 41

Assessments conducted for the covered developments: One.

Developments that may be appropriate for conversion based on the Required Initial Assessments: None

MDPHA completed a review of each covered development's operations as public housing, and considered the implications of converting the public housing to tenant-based assistance. The initial review indicated that the Voluntary Conversion of public housing to tenant-based assistance is inappropriate, for the following reasons:

- Conversion would be more expensive than continuing to operate the developments as public housing;
- Removal of developments would not principally benefit the residents of the public housing developments included; and
- It would adversely affect the availability of affordable housing in the community

7.0 (cont'd)

Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.***(continued from previous page)**

(d) Homeownership. A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

1. Public Housing

Administers homeownership programs under an approved section 5(h) homeownership program (42 U.S.C. 1437c (h)).

Public Housing Homeownership Activity Description
1a. Development name: FHA Homes Dade County 1b. Development (project) number: FL005-052C – (160-836)
2. Federal Program authority: Turnkey III
3. Application status: Approved; included in the PHA's Homeownership Plan/Program
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: 1978
5. Number of units affected: 5 6. Coverage of action: Part of the development

Public Housing Homeownership Activity Description
1a. Development name: FHA Homes Dade County 1b. Development (project) number: FL005-052C – (160-836)
2. Federal Program authority: Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: Planned application *(convert Turnkey III to Section 32)*
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: December 2011
5. Number of units affected: 5 – (*Number of units and planned application for conversion is dependent upon whether these Turnkey III units are sold or not)* 6. Coverage of action: Part of the development

Public Housing Homeownership Activity Description
1a. Development name: Homeownership 1b. Development (project) number: FL005-052A – (320-834)
2. Federal Program authority: Turnkey III
3. Application status: Approved *(included in MDPHA's Homeownership Plan/Program)*
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: 1978
5. Number of units affected: 2 6. Coverage of action: Total development

Public Housing Homeownership Activity Description
1a. Development name: Heritage Village I 1b. Development (project) number: FL005-64 (320-064)
2. Federal Program authority: Turnkey III
3. Application status: Approved *(included in the PHA's Homeownership Plan/Program)*
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: 1977
5. Number of units affected: 3 6. Coverage of action: Part of the development

Public Housing Homeownership Activity Description
1a. Development name: Heritage Village I 1b. Development (project) number: FL005-64 (320-064)
2. Federal Program authority: Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: Approved *(included in the PHA's Homeownership Plan/Program for low-income families)*
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: 8/20/09
5. Number of units affected: 27 6. Coverage of action: Part of the development

(Public Housing Homeownership continued on next page)

7.0 (cout'd)

Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.***(continued from previous page)**

(Public Housing Homeownership continued from previous page)

Public Housing Homeownership Activity Description
1a. Development name: Vista Verde 1b. Development (project) number: FL005-068 (160-839)
2. Federal Program authority: N/A
3. Application status: Approved (Disposition)
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: 2010
5. Number of units affected: 2 6. Coverage of action: Part of the development

2. Section 8 Tenant Based

MDPHA's Section 8 Homeownership Program was approved by the Miami-Dade Board of County Commissioners (BCC) in December 2001, with support from the Miami-Dade County Housing and Community Development (HCD)). More than 186 families have purchased homes since the inception of the program.

The Section 8 program is comprised of 14,595 allocated Housing Choice Vouchers and 2,101 Moderate Rehabilitation project based units. Additionally, MDPHA administers 975 units under the Single Room Occupancy (SRO) Section 8 Moderate Rehabilitation Program and Stewart B. McKinney Act Shelter Plus Care Program, targeting assistance to disabled homeless individuals with mental illness, substance abuse, and/or HIV/AIDS.

a. Size of Program:

- MDPHA is limiting the number of participants in the program to 300. Currently there are 186 families in the homeownership with another 76 in the process of completing the homeownership requirements.

b. MDPHA-established eligibility criteria:

- The family must be currently in good standing with the housing agency, including no outstanding debt to MDPHA for previous quality standard damages or unpaid rent
- Income requirements as required by HUD
- The family must be in compliance with the current lease
- The family shall not have quality standards violations existing in the unit
- The family shall not have a history of late payments

The family must not have a previous default on a mortgage obtained through a MDPHA homeownership program.

7.0 (cont'd)

(e) Project-based Vouchers. If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

MDPHA received and approved 8 applications in 2010 for new and existing developments to participate in the Section 8 Project-Based Voucher Program (PBV) within the HOPE VI Expanded Target Area. For family projects, no more than 25% of the development's units will be Project-Based, this requirement will not be placed on developments serving only elderly and disabled. These units must meet federal housing quality standards (HQS). MDPHA estimates that it will make available no more than 20% of its Section 8 allocation for Project-Based assistance.

Current project-based vouchers are located at:
Island Place Apartments - 50 units since 2004

- Liberty Square Apartments – 24 units as of Dec. 8, 2010

Pending project-based vouchers include:

- Brownsville Village 1 -96 units
- Brownsville Village II – 100 units
- Brownsville Village III – 103 units
- Brownsville Village IV – 103 units
- Brownsville Village V – 65 units
- Carfour Supportive Housing – 10 units
- Christian Hudson – 6 units

8.0 **Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.

8.1 **Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing.

(SEE ATTACHMENT)

8.2 **Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

(SEE ATTACHMENT)

8.3 **Capital Fund Financing Program (CFFP).**

☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

NOT APPLICABLE – MDPHA IS NOT CURRENTLY UNDER A CAPITAL FUND FINANCING PROGRAM.

9.0 **Housing Needs.** Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Housing Needs of Families in the Jurisdiction/s Served by the MDPHA:

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	**Overall**	**Afford-ability**	**Supply**	**Quality**	**Access-ibility**	Size	**Loca-tion**
Income <= 30% of AMI	31,565	5	5	**N/A**	**N/A**	5	**N/A**
Income >30% but <=50% of AMI	22,275	4	4	**N/A**	**N/A**	4	**N/A**
Income >50% but <80% of AMI	29,930	3	3	**N/A**	**N/A**	5	**N/A**
Elderly	29,000	4	5	**N/A**	**N/A**	**N/A**	**N/A**
Families with Disabilities	42,705	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Race/Ethnicity (Hispanic)	121,325	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Race/Ethnicity (Black)	43,530	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Race/Ethnicity (White)	21,545	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity (Asian and Other)	2,215	N/A	N/A	N/A	N/A	N/A	N/A

Sources of information MDPHA used to conduct this analysis:

- Consolidated Plan of the Jurisdiction/s: Miami-Dade County
  Year: 2008-2012
  The information provided under the "Overall" column by *Income* break-down and *Elderly* is based on housing needs for families residing in the Metro Area (Miami-Dade County less the HUD Entitlement Cities, Hialeah, Miami, Miami Beach, Miami Gardens, and North Miami, and State of Florida Small City recipients, Florida City and Homestead).
- U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset.
  The information under the "Overall" column for *Families with Disabilities* and *Race/Ethnicity* break-down is based on persons (not families) residing in Miami-Dade County, including incorporated municipalities.

9.1 **Strategy for Addressing Housing Needs.** Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year.

Need: Shortage of affordable housing for all eligible populations
Strategy 1. Maximize the number of affordable units available to MDPHA within its current resources by:
Reduce turnover time for vacated public housing units and reduce time to renovate public housing units.
Seek replacement of public housing units lost to the inventory through mixed finance, mixed income development and other financing or funding strategies.
Seek replacement of moderate rehabilitation units lost to the inventory through Section 8 Tenant Protection Vouchers.
Undertake measures to ensure access to affordable housing among assisted families, regardless of unit size required
Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
Participate in the Continuum of Care process in the development of permanent housing for homeless individuals and families.
Participating in Miami-Dade County's General Obligation Bond (GOB) program to expand the amount of public housing available in Miami-Dade County.
Strategy 2: Increase the number of affordable housing units by:
Leverage affordable housing resources in the community through the creation of mixed - finance housing.
Pursue housing resources other than public housing or Section 8 tenant-based assistance.
Continued implementation of the Section 8 Homeownership Program and Project-based Section 8 Voucher Program, contingent on the availability of vouchers.
Need: Specific Family Types: Families at or below 30% of median and at or below 50% of median
Strategy: Target available assistance to families:
Adopt rent policies to support and encourage work
Need: Specific Family Types: Families with Disabilities
Strategy: Target available assistance to Families with Disabilities:
Affirmatively market to local non-profit agencies that assist families with disabilities
Continue implementation and modifications of the Section 504/ADA requirements and the Voluntary Compliance Agreement (VCA) between MDPHA and USHUD.
Need: Specific Family Types: Races or ethnicities with housing needs.
Strategy: Increase awareness of MDPHA resources :
Ensure fair housing marketing.

10.0 **Additional Information.** Describe the following, as well as any additional information HUD has requested.
(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.

Increase the availability of decent, safe, and affordable housing:
- In reaching occupancy goals, Public Housing has increased its turnover of vacant units.
- On July 7-31, 2008, MDPHA received 71,376 applications.
- MDPHA may establish a waiting list of referrals from neighborhood health facilities exclusively for Helen Sawyer ALF and/or a community wide open enrollment for individuals interested in residing in an assisted living facility.

Improve community quality of life and economic vitality.
- USHUD approved MDPHA's Designated Housing Plan, designating units for occupancy by elderly families only.
- Continue developing partnerships with Resident Councils and other community partners.
- MDPHA is completing an RFP for an Energy Performance Contractor (EPC). This contract will include design, installation, modification, monitoring and operations training for new and sustainable equipment and systems, to reduce energy and water consumption for over 9,200 public housing units, County-wide.

Ensure equal opportunity in housing for all Americans.
- Continued to implement the Voluntary Compliance Agreement (VCA) requirement to make its offices, public housing dwellings and non-housing programs accessible to people with disabilities. Creation and revisions to the Reasonable Accommodation Policies and Procedures, Effective Communication Policies and ACOP as required by the VCA have been completed. The agency has supplemented its ongoing employee VCA training with special sessions focused on the ACOP and specific reasonable accommodation processes.
- Complied with the Fair Housing Act.
- Collected data from its wait lists and via post-application questionnaires to gauge clients' disability-related needs and has submitted a needs assessment to USHUD. Applicants and residents receive documents at move-in and annual recertification that advise them about their disability-related rights.

Improve the quality of assisted housing.
- Two new methods of rent collection were implemented:
  1. Lockbox service, where tenants mail rent payments in the form of personal checks, money orders or cashier's checks
  2. Online payment system where tenants pay online via www.miamidade.gov/housing.
- Upgraded the communication system at the Applicant Leasing Center (ALC) with Voice Over Interactive Protocol system (VOIP).
- Ongoing Quality Assurance Review (QAR) program of residents' files.
  The ACOP & S8 Administrative Plan include policies for improving the quality of assisted housing.

(Progress in Meeting Mission and Goals continued on next page)

10.0 (cont'd)

Additional Information. (continued from previous page)

(a.) Progress in Meeting Mission and Goals (continued from previous page)

Scott/Carver HOPE VI summary and updates:

- Executed a Master Development Agreement for Phase 2 of the Scott/Carver HOPE VI site under the HOPE VI grant on 12-30-08.
- Demolition: Demolition of Sector I was completed in August 2004, demolition of Sector IV and Carver Homes was completed in April 2005, and demolition of Sectors II and III was completed on December 2006. Four of the original 850 units still remain and are not currently planned for demolition.
- Relocation Program: The relocation of families from the Scott/Carver HOPE VI site was completed on July 3, 2005. Tracking of the families is continuing with the selected Master Development team and MDPHA's staff. Communication is maintained via mailings, newsletters, requests for residents to report changes of address, monthly meetings, etc.
- New Hope VI office and new computer center at the Merlin Mathews Center opened in March 2010 for service to former Scott/Carver HOPE VI residents.
- HOPE VI meetings with development team began in 2009 and have included Community meetings, Steering Committee meetings, and Sub-committee meetings for Outreach, Design, CSS and Re-Occupancy. Meetings are held as scheduled at the Merline Mathews Community Center unless noted otherwise.
- Groundbreaking ceremony was held February 5th, 2010. Financial closing was completed by September 20, 2010. Construction is underway with scheduled completion in 2012.
- MDPHA has substantially updated its web-site (see HOPE VI tab) to include substantial information which the residents may access. This includes; project information, a virtual tour, contact sheet, Return Policy, Request for Transfer Form, Questions and Answers, Scott/Carver HOPE VI Waiting List, Education/Training, Section 3/Employment Opportunities, Expanded HOPE VI Target Area and future phases.
- In May of 2010, MDPHA forwarded via certified mail to former Scott/Carver HOPE VI residents a cover letter and a Transfer Request Form for residents to complete by indicating their interest in returning to the new community. Those who indicated an interest in returning were placed on the S/C Waiting List and ranked in accordance with the Return Policy.
- "Road to Return" Workshops were held on December 7, 8, and 9 of 2010 to inform residents about the process and provide important information about returning.
- In December 2010, MDPHA forwarded via certified mail to former Scott/Carver HOPE VI residents a cover letter and a Request for Optional Housing form for residents to fill in indicating their interest in housing opportunities, other than Scott/Carver HOPE VI Phase 2, which may become available in the Expanded HOPE VI Target Area. These include the Project Based Voucher (PBV) Program and Habitat for Humanity Homeownership.
- A Quarterly Newsletter, in addition to meetings noted above, will be provided to interested residents advising them on progress of the development.
- MDPHA has retained Community Action Agency (CAA) for providing case management services to assist former Scott/Carver HOPE VI residents in returning to the new community.

Expand the supply of assisted housing.

- MDPHA has been tracking compliance with Resolution R-1416-08 to identify 850 ACC equivalent units in the Expanded HOPE VI Target Area (TA). The latest update indicates that there are approximately over 1,000 units that could comply with resolution requirements. These units are scheduled to be completed within the next two years or so. This includes units that will be provided by the MDPHA Project Based Voucher (PVB) Program as well as new homes from Habitat for Humanity
- Applied for and received HUD ARRA CFRC grant award for $16,643,865.00 to be utilized in the creation of an energy efficient green community for Phase 2 of HOPE VI.
- Successfully executed an interdepartmental agreement with Miami-Dade Housing and Community Development (HCD) department to receive $8,600,000 in Neighborhood Stabilization (NSP1) funds to be utilized in Public Infrastructure design and construction for Phase 2 of HOPE VI.

Promote self-sufficiency and asset development for assisted households

- Continue providing Section 3 business applications on-line, promoting its Section 3 training employment and contracting opportunities and increasing the number of Section 3 employed persons.
- Public Housing FSS Program has 41 program participants.
- Section 8 FSS Program maximum size is 196 and there are 196 active FSS participants. Focus has been placed on working with families to obtain employment in order to increase the number of families with escrow accounts.

10.0 (con t'd)	**Additional Information.** **(b) Significant Amendment and Substantial Deviation/Modification.** Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" MDPHA will consider the following as a Substantial Deviation from the Five-Year Plan: • An overall change in the direction of MDPHA pertaining to its goals and objectives. • The undertaking of new program activities that do not otherwise further the MDPHA's stated mission or further the goals as set forth in the current Five-Year Plan. • Insufficient budget authority from HUD necessitating the need to alter, reduce, or terminate any specific program activity, and new program activities required or adopted to reflect changes in HUD regulations or as a result of a declared national or local emergency, are exempted actions. In such cases, the administrative/programmatic changes will not be considered as a Substantial Deviation from the Five-Year Plan. MDPHA will consider the following actions as a Significant Amendment or Modification to the Five-Year Plan and Annual Plan: • A change in policy pertaining to MDPHA's operations detailed in the Annual Plan • Addition of new work items (excludes emergency work) not included in the Capital Fund Program Annual Statement(s), exceeding a cumulative average of 10% of the current fiscal year's grant. • New program activities required or adopted to reflect changes in HUD regulations or as a result of a declared national or local emergency are exempted actions. In such cases, the administrative/programmatic changes implemented will not be considered as a Significant Amendment or Modification to the Five-Year Plan and Annual Plan.

11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. **SEE ATTACHMENT** (g) Challenged Elements **NOT APPLICABLE** (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) **SEE ATTACHMENT** (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only) **SEE ATTACHMENT**

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information
Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory
Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type
Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia
Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan
Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

(a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.

(b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central off ice of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

30

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

(a) Hope VI or Mixed Finance Modernization or Development. **1)** A description of any housing (including project number, if known, and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm

(b) Demolition and/or Disposition. With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.

(c) Conversion of Public Housing. With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm

(d) Homeownership. A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

(e) Project-based Vouchers. If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

(a) To submit the initial budget for a new grant or CFFP;

(b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and

(c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;

2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and

3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:
http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

(a) Progress in Meeting Mission and Goals. PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

(b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

(c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*

(b) Form HUD-50070, *Certification for a Drug-Free Workplace* **(PHAs receiving CFP grants only)**

(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* **(PHAs receiving CFP grants only)**

(d) Form SF-LLL, *Disclosure of Lobbying Activities* **(PHAs receiving CFP grants only)**

(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* **(PHAs receiving CFP grants only)**

(f) Resident Advisory Board (RAB) comments.

(g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.

(h) Form HUD-50075.1, ***Capital Fund Program Annual Statement/Performance and Evaluation Report*** **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.1.

(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.2.

Annual Statement/Performance and Evaluation Report

U.S. Department of Housing and Urban Development

Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program

Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Miami-Dade Public Housing Agency	Capital Fund Program Grant No: Replacement Housing Factor Grant No: FL14P005501-11 Date of CFFP:	2011-2012 FFY of Grant Approval:

Type of Grant
X Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21)	$2,598,631.00	$0.00	$0.00	$0.00
3	1408 Management Improvements	$200,000.00	$0.00	$0.00	$0.00
4	1410 Administration (may not exceed 10% of line 21)	$1,299,316.00	$0.00	$0.00	$0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$1,039,452.00	$0.00	$0.00	$0.00
8	1440 Site Acquisition				
9	1450 Site Improvement	$560,000.00	$0.00	$0.00	$0.00
10	1460 Dwelling Structures	$6,320,757.00	$0.00	$0.00	$0.00
11	1465.1 Dwelling Equipment—Nonexpendable	$475,000.00	$0.00	$0.00	$0.00
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition	$500,000.00	$0.00	$0.00	$0.00
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities	$1,220,000.00	$0.00	$0.00	$0.00
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	$14,213,156.00	$0.00	$0.00	$0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report

U.S. Department of Housing and Urban Development

Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program

Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary					
PHA Name: Miami-Dade Public Housing Agency	Grant Type and Number Capital Fund Program Grant No: Date of CFFP: _____	Replacement Housing Factor Grant No: FL14P005501-11		FFY of Grant: 2011-2012 FFY of Grant Approval:	
Type of Grant X Original Annual Statement Performance and Evaluation Report for Period Ending:	Reserve for Disasters/Emergencies	Revised Annual Statement (revision no:) Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
Signature of Executive Director	Date	Signature of Public Housing Director	Date		

34

Part II: Supporting Pages

PHA Name: Miami-Dade Public Housing Agency	Grant Type and Number Capital Fund Program Grant No: FL14P005501-11 Replacement Housing Factor Grant No:	CFFP (Yes/ No):	Federal FFY of Grant: 2011-2012

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds [2]	Funds [2]	
Operations	Housing Operations Expenses	1406		$2,598,631.00	$0.00	$0.00	$0.00	
Mngmnt	Management Improvements	1408		$200,000.00	$0.00	$0.00	$0.00	
Administration	Administration Costs and Salaries	1410		$1,299,316.00	$0.00	$0.00	$0.00	
Architectural Fees	Architectural & Engineering Fees	1430		$1,039,452.00	$0.00	$0.00	$0.00	
Site Improvement	Site Improvement	1450		$560,000.00	$0.00	$0.00	$0.00	
Dwelling Structures	Roofs/Repairs/Vacancy Preparation	1460		$6,320,757.00	$0.00	$0.00	$0.00	
Dwelling	Dwelling Equipment	1465		$475,000.00	$0.00	$0.00	$0.00	
Demolition	Demolition	1485		$500,000.00	$0.00	$0.00	$0.00	
			Total	$12,993,156.00	$0.00	$0.00	$0.00	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

37

Part II: Supporting Pages								
PHA Name:	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:					**Federal FFY of Grant:**		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name:					**Federal FFY of Grant:**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		[1] Reasons for Revised Target Dates
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
	Not Applicable				

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					Federal FFY of Grant:
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Miami-Dade Public Housing Agency

Part I: Summary

PHA Name/Number			Locality (City/County & State)		☐ Original 5-Year Plan	☐ Revision No:
A.	Development Number and Name	Work Statement for Year 1 FFY 2011-2012	Work Statement for Year 2 FFY: 2012-2013	Work Statement for Year 3 FFY: 2013-2014	Work Statement for Year 4 FFY: 2014-2015	Work Statement for Year 5 FFY: 2015-2016
B.	Physical Improvements Subtotal	See Annual Statement	$6,206,757.00	$6,320,757.00	$6,320,757.00	$6,320,757.00
C.	Management Improvements		$290,000.00	$770,001.00	$770,001.00	$770,001.00
D.	PHA-Wide Non-dwelling Structures and Equipment		$0.00	$0.00	$0.00	$0.00
E.	Administration		$1,299,316.00	$1,309,315.00	$1,309,315.00	$1,309,315.00
F.	Other		$2,598,452.00	$2,074,452,.00	$2,074,452,.00	$2,074,452,.00
G.	Operations		$2,598,631.00	$2,618,631.00	$2,618,631.00	$2,618,631.00
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds (RHF)					
M.	Grand Total		**$12,993,156.00**	$13,093,156.00	$13,093,156.00	$13,093,156.00

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2011-2012	Work Statement for Year: 1 FFY: 2012-2013			Work Statement for Year: 2 FFY: 2013-2014		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	See Enclosed		$6,206,757.00	See Enclosed		$6,320,757.00
	Supporting Pages Back-up			Supporting Pages Back-up		
	(By Major Account)			(By Major Account)		
	Subtotal of Estimated Cost		$6,206,757.00	Subtotal of Estimated Cost		$6,320,757.00

40

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2011-2012	Work Statement for Year: 3 FFY: 2014-2015			Work Statement for Year: 4 FFY: 2015-2016		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	See Enclosed Supporting Pages Back-up (By Major Account)		$6,320,757.00	See Enclosed Supporting Pages Back-up (By Major Account)		$6,320,757.00
	Subtotal of Estimated Cost		$6,320,757.00	Subtotal of Estimated Cost		$6,320,757.00

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY 2011-2012	Work Statement for Year 1 FFY: 2012-2013		Work Statement for Year: 2 FFY: 2013-2014	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See Annual Statement				
		$290,000.00		$770,001.00
	See Enclosed Supporting Pages Back-up (by Major Account)		*See Enclosed Supporting Pages Back-up (by Major Account)*	
	Subtotal of Estimated Cost	$290,000.00	Subtotal of Estimated Cost	$770,001.00

eh

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY 2011-2012	Work Statement for Year: 3 FFY: 2014-2015		Work Statement for Year: 4 FFY: 2015-2016	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See Annual Statement				
		$770,001.00		$770,001.00
	See Enclosed Supporting Pages Back-up (By Major Account)		See Enclosed Supporting Pages Back-up (by Major account)	
	Subtotal of Estimated Cost	$770,001.00	Subtotal of Estimated Cost	$770,001.00

3h

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CAPITAL FUND PROGRAM
ANNUAL STATEMEN FY 2011 **Part II: Supporting Pages Back Up**
PERFORMANCE AND EVALUATION REPORT

AMP Group	CCS	FL HUD #	Development Name	General Description of Major Work Categories	PROJECT ACC. NO.	PHA FY: 2011-12	PHA FY: 2012-13	PHA FY: 2013-14	PHA FY: 2014-15	PHA FY: 2015-16
800	720	000	PHA-Wide	Operating Expense	140601	$2,598,631.00	$2,598,631.00	$2,618,631.00	$2,618,631.00	$2,618,631.00
800	720	000	PHA-Wide	Management Improvement	140820	$200,000.00	$290,000.00	$770,001.00	$770,001.00	$770,001.00
800	720	000	PHA-Wide	Administration	141001	$1,299,316.00	$1,299,316.00	$1,309,315.00	$1,309,315.00	$1,309,315.00
800	770	000	PHA-Wide	ARCHITECTURAL FEES (For projects located as generally noted at below referenced sites)	143001	$1,039,452.00	$1,039,452.00	$1,039,452.00	$1,039,452.00	$1,039,452.00
821	824	5-824	Gwen Cherry 07	Sewer Line Replacement at NE 2 Avenue	145010	$30,000.00	$40,000.00	$30,000.00	$30,000.00	$30,000.00
821	827	5-827	New Haven Gdns	Sewer Line Replacement at NE 2 Avenue	145010	$50,000.00	$114,000.00	$50,000.00	$50,000.00	$50,000.00
822	044	5-044	Ward Towers	Parking Lot Repairs	145010	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
823	067	5-067	Little River Plaza	Sanitary Sewer Evaluation Survey (SSES) - Due	145010	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
823	006	5-006	Little River Terrace	Sanitary Sewer Evaluation Survey (SSES) - Due	145010	$20,000.00	$200,000.00	$20,000.00	$20,000.00	$20,000.00
824	014	5-014	Annie Coleman	Sidewalk Repairs	145010	$50,000.00	$250,000.00	$50,000.00	$50,000.00	$50,000.00
824	015	5-015	Annie Coleman	Sanitary Sewer Evaluation Survey (SSES) - Due	145010	$20,000.00	$125,000.00	$20,000.00	$20,000.00	$20,000.00
825	036	5-036	Twin lakes	Sanitary Sewer Evaluation Survey (SSES) - Due	145010	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
825	043	5-043	Palm Towers	Sanitary Sewer Evaluation Survey (SSES) - Due	145010	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
826	042	5-042	Venetian Gardens	Sanitary Sewer Evaluation Survey (SSES) - Due	145010	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
827	002	5-002	Liberty Square	Rebuild New Dumpster Pads	145010	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
827	002	5-002	Liberty Square	Install Speed Bumps	145010	$0.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
827	003	5-003	Liberty Square	Rebuild New Dumpster Pads	145010	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
827	003	5-003	Liberty Square	Install speed bumps	145010	$0.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
827	005	5-005	Liberty Square	Install Speed Bumps	145010	$0.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
829	009	5-009	Jollivette	Replace Broken Sewer Lines	145010	$130,000.00	$30,000.00	$100,000.00	$100,000.00	$100,000.00
836	013	5-013	Robert King High	Sanitary Sewer Evaluation Survey (SSES) - Due	145010	$20,000.00	$55,000.00	$20,000.00	$20,000.00	$20,000.00
845	022	5-022	Perrine Gardens	Sanitary Sewer Evaluation Survey (SSES) - Due	145010	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
846	035	5-035	Naranja Gardens	Sanitary Sewer Evaluation Survey (SSES) - Due	145010	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
847	040	5-040	Arthur Mays	Sanitary Sewer Evaluation Survey (SSES) - Due	145010	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
						$560,000.00	$1,084,000.00	$560,000.00	$560,000.00	$560,000.00
830	032	5-032	Rainbow Village	Roof Repair/Replacement	146010	$259,000.00	$259,000.00	$259,000.00	$259,000.00	$259,000.00
834	057	5-057	Helen Sawyer	Replace/Repair Roof	146010	$180,000.00	$180,000.00	$180,000.00	$180,000.00	$180,000.00
842	846	5-846	Grove Homes	Replace/Repair Roof	146010	$0.00	$20,000.00	$120,000.00	$120,000.00	$120,000.00
824	014	5-014	Annie Coleman	Repair Rebar	146020	$100,000.00	$500,000.00	$100,000.00	$100,000.00	$100,000.00
824	016	5-016	Annie Coleman	Repair Rebar	146020	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
827	002	5-002	Liberty Square	Reinforce Columns and Replace Porch Beams	146020	$35,000.00	$40,000.00	$35,000.00	$35,000.00	$35,000.00
827	003	5-003	Liberty Square	Reinforce Columns and Replace Porch Beams	146020	$35,000.00	$90,000.00	$35,000.00	$35,000.00	$35,000.00
831	075	5-075	Culmer Gardens	Repair of structural damage to the building caused	146020	$200,000.00	$150,000.00	$200,000.00	$200,000.00	$200,000.00
832	054	5-054	Parkside I & II	Repair/Replace stairways at Parkside I.	146020	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
821	051	5-051	Lemon City	Replace Central A/C	146022	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
825	043	5-043	Palm Towers	Replace Central A/C	146022	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00
832	041	5-041	Jack Orr Plaza	Replace Central A/C	146022	$250,000.00	$250,000.00	$250,000.00	$250,000.00	$250,000.00
821	051	5-051	Lemon City	Boiler tank replacement	146026	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00
824	015	5-015	Annie Coleman	Conversion of 8 units to meet UFAS requirements	146030	$160,000.00	$160,000.00	$160,000.00	$160,000.00	$160,000.00
821	031	5-031	Newberg Warehouse	Newberg Warehouse 40-year certification	146030	$257,173.00		$900,000.00	$900,000.00	$900,000.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CAPITAL FUND PROGRAM
ANNUAL STATEMEN FY 2011 **Part II: Supporting Pages Back Up**
PERFORMANCE AND EVALUATION REPORT

AMP Group	CCS	FL HUD #	Development Name	General Description of Major Work Categories	PROJECT ACC. NO.	PHA FY: 2011-12	PHA FY: 2012-13	PHA FY: 2013-14	PHA FY: 2014-15	PHA FY: 2015-16
821	827	5-827	New Haven Gardens	Conversion of 5 units to meet UFAS requirements	146030	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
824	014	5-014	Annie Coleman	Conversion of 12 units to meets UFAS requirement	146030	$240,000.00	$240,000.00	$240,000.00	$240,000.00	$240,000.00
828	001	5-001	Edison Courts	Ramps at three (3) units (e-mail request)	146030	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
828	056	5-056	Edison Plaza (elderly)	Conversion of 4 units to meet UFAS requirements	146030	$60,000.00	$0.00	$0.00	$0.00	$0.00
829	007	5-007	Victory Homes	Conversion of 8 units to meet UFAS requirements	146030	$0.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00
830	094	5-094	Wynwood Elderly	Conversion of 4 units to meet UFAS requirements	146030	$60,000.00	$0.00	$0.00	$0.00	$0.00
832	041	5-041	Jack Orr Plaza	Conversion of 10 units to meet UFAS requirements	146030	$150,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
832	054	5-054	Parkside I & II	Conversion of 2 units to meet UFAS requirements	146030	$0.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
833	091	5-091	Phyllis Wheatley	Conversion of 2 units to meet UFAS requirements	146030	$30,000.00	$0.00	$0.00	$0.00	$0.00
837	011	5-011	Abe Arronovitz	Conversion of 10 units to meet UFAS requirements	146030	$0.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
839	018	5-018	Smathers Plaza	Conversion of 10 units to meet UFAS requirements	146030	$150,000.00	$0.00	$0.00	$0.00	$0.00
839	090	5-090	Jose Marti Plaza	Conversion of 3 units to meet UFAS requirements	146030	$45,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
841	821	5-821	Gwen Cherry 12	Need to install a gutter system around entire	146030	$25,000.00	$27,000.00	$25,000.00	$25,000.00	$25,000.00
841	820	5-820	Gwen Cherry 13	Need to install a gutter system around entire	146030	$35,000.00	$100,000.00	$35,000.00	$35,000.00	$35,000.00
841	820	5-820	Gwen Cherry 13	Conversion of 4 units to meet UFAS requirements	146030	$0.00	$105,000.00	$80,000.00	$80,000.00	$80,000.00
841	831	5-831	Gwen Cherry 15	Need to install a gutter system around entire	146030	$28,000.00	$56,000.00	$28,000.00	$28,000.00	$28,000.00
841	833	5-833	Gwen Cherry 14	Conversion of 8 units to meet UFAS requirements	146030	$80,000.00	$0.00	$0.00	$0.00	$0.00
842	058	5-058	Stirrup Plaza	Conversion of 8 units to meet UFAS requirements	146030	$140,000.00	$235,000.00	$160,000.00	$160,000.00	$160,000.00
842	846	5-846	Grove Homes	Conversion of 2 units to meet UFAS requirements	146030	$20,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
847	040	5-040	Arthur Mays Village	Conversion of 6 units to meet UFAS requirements	146030	$120,000.00	$120,000.00	$120,000.00	$120,000.00	$120,000.00
840	089	5-089	Harry Cain	Evaluate building structural integrity-leaks and water	146030	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
840	089	5-089	Harry Cain	Conversion of 8 units to meet UFAS requirements	146030	$160,000.00	$160,000.00	$160,000.00	$160,000.00	$160,000.00
828	001	5-001	Edison Courts	Conversion of 17 units to meet UFAS requirements	146030	$340,000.00	$340,000.00	$340,000.00	$340,000.00	$340,000.00
828	056	5-056	Edison Plaza (family)	Conversion of 9 units to meet UFAS requirements	146030	$135,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00
829	007	5-007	Victory Homes	Conversion of 4 units to meet UFAS requirements	146030	$0.00	$120,000.00	$120,000.00	$120,000.00	$120,000.00
824	014	5-014	Annie Coleman	Replace/Repair Metal Doors	146038	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
824	015	5-015	Annie Coleman	Replace/Repair Metal Doors	146038	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
827	002	5-002	Liberty Square	Replace Exterior Doors	146038	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
843	086	5-086	Heritage Village 11	Replace Doors	146038	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
846	035	5-035	Naranja	Replace Doors	146038	$116,000.00	$160,000.00	$116,000.00	$116,000.00	$116,000.00
828	001	5-001	Edison Courts	Windows Replacement	146038	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
828	001	5-001	Edison Courts	Electrical Meter Can Replacement	146040	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
822	017	5-017	Scattered Sites - A	Relocate Electrical Panels	146040	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
823	037	5-037	Emmer Turnkey	Relocate Electrical Panels	146040	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
837	011	5-011	Abe Arronovitz	Replace old/rotten wires on main electrical panel	146040	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
842	058	5-058	Stirrup Plaza	Lightning Rod Installation in roof.	146040	$0.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
842	060	5-060	South Miami	Lightning Protection (generator, transfer switch)	146040	$150,000.00	$75,000.00	$50,000.00	$50,000.00	$50,000.00
821	051	5-051	Lemon City	Elevator Replacement	146042	$150,000.00	$350,000.00	$350,000.00	$350,000.00	$350,000.00
822	044	5-044	Ward Towers	Elevator Replacement	146042	$150,000.00	$0.00	$0.00	$0.00	$0.00
828	056	5-056	Edison Plaza	Elevator Replacement	146042	$150,000.00	$0.00	$0.00	$0.00	$0.00
832	054	5-054	Parkside I & II	Elevator Replacement	146042	$200,000.00	$0.00	$0.00	$0.00	$0.00
839	018	5-018	Smathers Plaza	Elevator Replacement	146042	$150,000.00	$0.00	$0.00	$0.00	$0.00
839	852	5-852	Little Havana Homes	Elevator Replacement	146042	$150,000.00	$0.00	$0.00	$0.00	$0.00
842	041	5-041	Jack Orr Plaza	Elevator Replacement	146042	$150,000.00	$0.00	$0.00	$0.00	$0.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CAPITAL FUND PROGRAM
ANNUAL STATEMEN FY 2011 **Part II: Supporting Pages Back Up**
PERFORMANCE AND EVALUATION REPORT

AMP Group	CCS	FL HUD #	Development Name	General Description of Major Work Categories	PROJECT ACC. NO.	PHA FY: 2011-12	PHA FY: 2012-13	PHA FY: 2013-14	PHA FY: 2014-15	PHA FY: 2015-16
847	040	5-040	Arthur Mays Village	Exterior Painting	146046	$257,000.00	$257,000.00	$257,000.00	$257,000.00	$257,000.00
839	090	5-090	Jose Marti Plaza	Sealing of Exterior Walls and Exterior Painting	146046	$0.00	$55,000.00	$40,000.00	$40,000.00	$40,000.00
824	014	5-014	Annie Coleman	Replace Floor Joists	146052	$200,000.00	$127,173.00	$127,173.00	$127,173.00	$127,173.00
824	014	5-014	Annie Coleman	Kitchen Cabinets (PHA Wide)	146058	$236,584.00	$236,584.00	$236,584.00	$236,584.00	$236,584.00
834	057	5-057	Helen Sawyer	Shower Pan Replacement	146062	$64,000.00	$64,000.00	$64,000.00	$64,000.00	$64,000.00
828	001	5-001	Edison Courts	Vacancy Repairs	146090	$100,000.00	$0.00	$0.00	$0.00	$0.00
822	044	5-044	Ward Towers	Unit Rehabiltation	146090	$0.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
829	817	5-817	Model cities	Restoration of Burnt Unit (817035)	146090	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
						$6,320,757.00	**$6,206,757.00**	**$6,420,757.00**	**$6,420,757.00**	**$6,420,757.00**
801	821		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
802	822		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
803	823		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
804	824		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
805	825		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
806	826		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
807	827		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
808	828		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
809	829		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
810	830		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
811	831		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
812	832		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
813	833		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
814	834		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
815	835		AMP-Wide	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
						$475,000.00	**$475,000.00**	**$475,000.00**	**$475,000.00**	**$475,000.00**
847	813	5-813	Scott Carver	Demolition of Community and Maintenance Bldgs	148500	$500,000.00	$0.00	$0.00	$0.00	$0.00
				GRANT TOTAL		$12,993,156.00	$12,993,156.00	$13,193,156.00	$13,193,156.00	$13,193,156.00

These amounts were taken from the future CFP, Priority 2A
This item was adjusted down from $900K

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CAPITAL FUND PROGRAM

ANNUAL STATEMENT FY 2011 Part II: Supporting Pages Back Up

PERFORMANCE AND EVALUATION REPORT

AMP Group	CCS	FL HUD #	Development Name	General Description of Major Work Categories	PROJECT ACC. NO.	PHA FY: 2011-12
800	720	000	PHA-WIDE	Operating Expense	140601	$2,598,631.00
800	720	000	PHA-WIDE	Management Improvement	140820	$200,000.00
800	720	000	PHA-WIDE	Administration	141001	$1,299,316.00
800	770	000	PHA-WIDE	ARCHITECTURAL FEES (For projects located as generally noted at below referenced sites)	143001	$1,039,452.00
821	824	5-824	Gwen Cherry 07	Sewer line replacement at NE 2 Avenue	145010	$30,000.00
821	827	5-827	New Haven Gdns	Sewer line replacement at NE 2 Avenue	145010	$50,000.00
822	044	5-044	Ward Towers	Parking lot repairs	145010	$50,000.00
823	067	5-067	Little River Plaza	Sanitary Sewer Evaluation Survey (SSES) - Due every 10 years. (All MDPHA Sites w/lift station needs to be	145010	$20,000.00
823	006	5-006	Little River Terrace	Sanitary Sewer Evaluation Survey (SSES) - Due every 10 years. (All MDPHA Sites w/lift station needs to be	145010	$20,000.00
824	014	5-014	Annie Coleman	Sidewalk repairs	145010	$50,000.00
824	015	5-015	Annie Coleman	Sanitary Sewer Evaluation Survey (SSES) - Due every 10 years. (All MDPHA Sites w/lift station needs to be	145010	$20,000.00
825	036	5-036	Twin lakes	Sanitary Sewer Evaluation Survey (SSES) - Due every 10 years. (All MDPHA Sites w/lift station needs to be	145010	$20,000.00
825	043	5-043	Palm Towers	Sanitary Sewer Evaluation Survey (SSES) - Due every 10 years. (All MDPHA Sites w/lift station needs to be	145010	$20,000.00
826	042	5-042	Venetian Gardens	Sanitary Sewer Evaluation Survey (SSES) - Due every 10 years. (All MDPHA Sites w/lift station needs to be	145010	$20,000.00
827	002	5-002	Liberty Square	Rebuild new dumpster pads	145010	$25,000.00
827	002	5-002	Liberty Square	Install speed bumps	145010	$0.00
827	003	5-003	Liberty Square	Rebuild new dumpster pads	145010	$25,000.00
827	003	5-003	Liberty Square	Install speed bumps	145010	$0.00
827	005	5-005	Liberty Square	Install speed bumps	145010	$0.00
829	009	5-009	Jollivette	Replace broken sewer lines	145010	$130,000.00
836	013	5-013	Robert King High	Sanitary Sewer Evaluation Survey (SSES) - Due every 10 years. (All MDPHA Sites w/lift station needs to be	145010	$20,000.00
845	022	5-022	Perrine Gardens	Sanitary Sewer Evaluation Survey (SSES) - Due every 10 years. (All MDPHA Sites w/lift station needs to be	145010	$20,000.00
846	035	5-035	Naranja Gardens	Sanitary Sewer Evaluation Survey (SSES) - Due every 10 years. (All MDPHA Sites w/lift station needs to be	145010	$20,000.00
847	040	5-040	Arthur Mays	Sanitary Sewer Evaluation Survey (SSES) - Due every 10 years. (All MDPHA Sites w/lift station needs to be	145010	$20,000.00
						$560,000.00
830	032	5-032	Rainbow Village	Roof repair/replacement	146010	$259,000.00
834	057	5-057	Helen Sawyer	Repair/replace roof	146010	$180,000.00
842	846	5-846	Grove Homes	Repair/replace roof	146010	$0.00
824	014	5-014	Annie Coleman	Repair rebar	146020	$100,000.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CAPITAL FUND PROGRAM

ANNUAL STATEMENT FY 2011 Part II: Supporting Pages Back Up

PERFORMANCE AND EVALUATION REPORT

AMP Group	CCS	FL HUD #	Development Name	General Description of Major Work Categories	PROJECT ACC. NO.	PHA FY: 2011-12
824	016	5-016	Annie Coleman	Repair rebar	146020	$50,000.00
827	002	5-002	Liberty Square	Reinforce columns and replace porch beams	146020	$35,000.00
827	003	5-003	Liberty Square	Reinforce columns and replace porch beams	146020	$35,000.00
831	075	5-075	Culmer Gardens	Repair of structural damage to the building caused by the termites (stairs casing, rafters, truss).	146020	$200,000.00
832	054	5-054	Parkside I & II	Repair / replace stairways at Parkside I.	146020	$50,000.00
821	051	5-051	Lemon City	Replace Central A/C	146022	$20,000.00
825	043	5-043	Palm Towers	Replace Central A/C	146022	$35,000.00
832	041	5-041	Jack Orr Plaza	Replace Central A/C	146022	$250,000.00
821	051	5-051	Lemon City	Boiler tank replacement	146026	$8,000.00
824	015	5-015	Annie Coleman	Conversion of 8 units to meet UFAS requirements	146030	$160,000.00
821	031	5-031	Newberg Warehouse	Newberg Warehouse 40-year certification	146030	$257,173.00
821	827	5-827	New Haven Gardens	Conversion of 5 units to meet UFAS requirements (Being done under ARRA) (See note #1)	146030	$100,000.00
824	014	5-014	Annie Coleman	Conversion of 12 units to meets UFAS requirement	146030	$240,000.00
828	001	5-001	Edison Courts	Ramps at three (3) units (e-mail request)	146030	$15,000.00
828	056	5-056	Edison Plaza (elderly)	Conversion of 4 units to meet UFAS requirements	146030	$60,000.00
829	007	5-007	Victory Homes	Conversion of 8 units to meet UFAS requirements (Being done under ARRA) (See note #1)	146030	$0.00
830	094	5-094	Wynwood Elderly	Conversion of 4 units to meet UFAS requirements	146030	$60,000.00
832	041	5-041	Jack Orr Plaza	Conversion of 10 units to meet UFAS requirements	146030	$150,000.00
832	054	5-054	Parkside I & II	Conversion of 2 units to meet UFAS requirements	146030	$0.00
833	091	5-091	Phyllis Wheatley	Conversion of 2 units to meet UFAS requirements	146030	$30,000.00
837	011	5-011	Abe Arronovitz	Conversion of 10 units to meet UFAS requirements	146030	$0.00
839	018	5-018	Smathers Plaza	Conversion of 10 units to meet UFAS requirements	146030	$150,000.00
839	090	5-090	Jose Marti Plaza	Conversion of 3 units to meet UFAS requirements	146030	$45,000.00
841	821	5-821	Gwen Cherry 12	Need to install a gutter system around entire development. Roof replaced, however; residents	146030	$25,000.00
841	820	5-820	Gwen Cherry 13	Need to install a gutter system around entire development. Roof replaced, however; resident	146030	$35,000.00
841	820	5-820	Gwen Cherry 13	Conversion of 4 units to meet UFAS requirements	146030	$0.00
841	831	5-831	Gwen Cherry 15	Need to install a gutter system around entire development. Roof replaced, however; resident	146030	$28,000.00
841	833	5-833	Gwen Cherry 14	Conversion of 4 units to meet UFAS requirements	146030	$80,000.00
842	058	5-058	Stirrup Plaza	Conversion of 8 units to meet UFAS requirements (Being done under ARRA) (See note #1)	146030	$140,000.00
842	846	5-846	Grove Homes	Conversion of 1 unit to meet UFAS requirements	146030	$20,000.00
847	040	5-040	Arthur Mays Village	Conversion of 6 units to meet UFAS requirements	146030	$120,000.00
840	089	5-089	Harry Cain	Evaluate building structural integrity-leaks and water seepage throughout building	146030	$60,000.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CAPITAL FUND PROGRAM

ANNUAL STATEMENT FY 2011 Part II: Supporting Pages Back Up

PERFORMANCE AND EVALUATION REPORT

AMP Group	CCS	FL HUD #	Development Name	General Description of Major Work Categories	PROJECT ACC. NO.	PHA FY: 2011-12
840	089	5-089	Harry Cain	Conversion of 12 units to meet UFAS requirements (Being done under ARRA) (See note #1)	146030	$180,000.00
828	001	5-001	Edison Courts	Conversion of 17 units to meet UFAS requirements	146030	$340,000.00
828	056	5-056	Edison Plaza (family)	Conversion of 9 units to meet UFAS requirements	146030	$135,000.00
829	007	5-007	Victory Homes	Conversion of 4 units to meet UFAS requirements	146030	$0.00
824	014	5-014	Annie Coleman	Replace/repair metal doors	146038	$50,000.00
824	015	5-015	Annie Coleman	Replace/repair metal doors	146038	$50,000.00
827	002	5-002	Liberty Square	Replace Exterior Doors	146038	$50,000.00
843	086	5-086	Heritage Village 11	Repalce doors	146038	$30,000.00
846	035	5-035	Naranja	Repalce doors	146038	$116,000.00
828	001	5-001	Edison Courts	Windows Replacement	146038	$50,000.00
828	001	5-001	Edison Courts	Electrical meter can replacement	146040	$100,000.00
822	017	5-017	Scattered Sites - A	Relocate electrical panels	146040	$20,000.00
823	037	5-037	Emmer Turnkey	Relocate electrical panels	146040	$20,000.00
837	011	5-011	Abe Arronovitz	Replace old/rotten wires on main electrical panel	146040	$25,000.00
842	058	5-058	Stirrup Plaza	Lightning rod installation in roof.	146040	$0.00
842	060	5-060	South Miami	Lightning protection (generator, transfer switch, fire pump transfer switch (e-mail request)	146040	$150,000.00
821	051	5-051	Lemon City	Elevator Replacement	146042	$150,000.00
822	044	5-044	Ward Towers	Elevator Replacement	146042	$150,000.00
828	056	5-056	Edison Plaza	Elevator Replacement	146042	$150,000.00
832	054	5-054	Parkside I & II	Elevator Replacement	146042	$200,000.00
839	018	5-018	Smathers Plaza	Elevator Replacement	146042	$150,000.00
839	852	5-852	Little Havana Homes	Elevator Replacement	146042	$150,000.00
842	041	5-041	Jack Orr Plaza	Elevator Replacement	146042	$150,000.00
847	040	5-040	Arthur Mays Village	Exterior Painting	146046	$257,000.00
839	090	5-090	Jose Marti Plaza	Sealing of exterior walls and exterior painting of bldg	146046	$0.00
824	014	5-014	Annie Coleman	Replace floor joists	146052	$200,000.00
824	014	5-014	Annie Coleman	Kitchen Cabinets (PHA Wide)	146058	$236,584.00
834	057	5-057	Helen Sawyer	Shower Pan Replacement	146062	$64,000.00
828	001	5-001	Edison Courts	Vacancy Repairs	146090	$100,000.00
822	000	5-000	Agency Wide	Unit Rehabilitation	146090	$0.00
829	817	5-817	Model cities	Restoration of burnt unit (817035)	146090	$50,000.00
						$6,320,757.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CAPITAL FUND PROGRAM

ANNUAL STATEMENT FY 2011 Part II: Supporting Pages Back Up

PERFORMANCE AND EVALUATION REPORT

AMP Group	CCS	FL HUD #	Development Name	General Description of Major Work Categories	PROJECT ACC. NO.	PHA FY: 2011-12
801	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$50,000.00
802	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$50,000.00
803	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$50,000.00
804	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$50,000.00
805	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00
806	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00
807	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00
808	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00
809	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00
810	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00
811	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00
812	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00
813	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00
814	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00
815	000	000	AMP-WIDE	Dwelling Equipment (ranges, refrigerator, a/c)	146510	$25,000.00
						$475,000.00
847	813	5-813	Scott Carver	Demolition of Community and Maintenance Bldgs	148500	$500,000.00
				GRANT TOTAL		**$12,993,156.00**

Annual Statement/Performance and Evaluation Report

U.S. Department of Housing and Urban Development

Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program

Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Miami-Dade Public Housing Agency	Capital Fund Program Grant No: Replacement Housing Factor Grant No: FL14R005502-11 Date of CFFP:	2011-2012 FFY of Grant Approval:

Type of Grant
X Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost[1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21)				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities	$610,000.00	$0.00	$0.00	$0.00
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	$610,000.00	$0.00	$0.00	$0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report

Capital Fund Program, Capital Fund Program Replacement Housing Factor and Capital Fund Financing Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary

PHA Name: Miami-Dade Public Housing Agency	Grant Type and Number Capital Fund Program Grant No: Date of CFFP:	Replacement Housing Factor Grant No: FL14R005502-11	FFY of Grant: 2011-2012 FFY of Grant Approval:

Type of Grant
X Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
Signature of Executive Director	Date	Signature of Public Housing Director	Date		

Part II: Supporting Pages

PHA Name: Miami-Dade Public Housing Agency	**Grant Type and Number** Capital Fund Program Grant No: FL14R005502-11 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2011-2012**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds [2]	Funds [2]	
Operations	Housing Operations Expenses	1406						
Mngmnt Improvmnt	Management Improvements	1408						
Administration	Administration Costs and Salaries	1410						
Architectural Fees	Architectural & Engineering Fees	1430						
Site Improvement	Site Improvement	1450						
Dwelling Structures	Roofs/Repairs/Vacancy Preparation	1460						
Dwelling Equipment	Dwelling Equipment	1465						
Non-dwelling Struct	Non-Dwelling Structures	1470						
Non-Dwelling Equip	Non-Dwelling Equipment	1475						
Development	Development Activities	1499		$610,000.00	$0.00	$0.00	$0.00	
			Total	$610,000.00	$0.00	$0.00	$0.00	

53

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name:	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No:		CFFP (Yes/ No):			**Federal FFY of Grant:**		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name:					Federal FFY of Grant:
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
	Not Applicable				

Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:					Federal FFY of Grant:
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

LEGAL SERVICES OF GREATER MIAMI, INC.

Chesterfield Smith Center for Equal Justice
3000 Biscayne Boulevard, Suite 500 • Miami, Fl 33137-4129
Direct Line: (305) 438-2483 • Fax: (305) 573-5800 • TDD: (305) 573-1578
Jyoung@lsgmi.org • www.lsgmi.org

GARRETT J. BIONDO
President

LANCE A. HARKE
1st Vice President

YANICK LANDESS
2nd Vice President

CARLOS J. CANINO
Treasurer

GISELA M. MUNOZ
Secretary

JOHN W. McLUSKEY
Immediate Past President

MARCIA K. CYPEN
Executive Director

RECEIVED MAR 1 4 2011

March 9, 2011

Miami-Dade Public Housing Agency
PHA Plan Comment
Attn: Mr. Gregg Fortner
701 NW 1 Court, 16th Floor
Miami, Florida 33136

Dear Mr. Fortner:

Enclosed, please find our comments on Miami Dade Public Housing Agency's proposed Section 8 Administrative Plan and Admissions and Continued Occupancy Policy.

If you have any questions, please feel free to contact me at 305-438-2483.

Sincerely,

Joseph Young

Peter Schoenthal

Jeffrey M. Hearne
Attorney at Law

COMMENTS ON MIAMI DADE PUBLIC HOUSING AGENCY'S SECTION 8 ADMINISTRATIVE PLAN

Submitted by Legal Services of Greater Miami, Inc. and University of Miami Tenants' Rights Clinic

2.2.5.B.7 This states that the live-in aide may be granted up to one additional bedroom. "Up to" should be removed from this language and the live-in aide should be granted one additional bedroom unless specific circumstances warrant the live-in aide to have less than one additional bedroom.

2.7.1 This states that MDHA shall deny assistance if any household member has been evicted from subsidized housing or if a PHA has ever terminated assistance. According to 24 C.F.R. § 982.552(c), the PHA only has the authority to deny an applicant if any member of the family has been evicted from federally assisted housing in the last five years. This limitation must be placed on this section.

5.1.1.F This states that the live-in aide may be assigned up to one bedroom. "Up to" should be removed from this language and the live-in aide should be granted one additional bedroom unless specific circumstances warrant the live-in aide to have less than one additional bedroom.

5.4. This section discusses two forms, the Live-in Aide Agreement and the Live-in Aide Verification. These forms should be attached to the Administrative Plan.

5.8. The bulleting on this section should be revised for clarification. It should read:

- In order for a minor child(ren) to continue to receive assistance as a remaining member(s), one of the following must occur:
  - The court has awarded emancipated minor status to the minor;
  - MDPHA has verified that social services and/or the juvenile court has arranged for another adult to be brought into the assisted unit to care for the child(ren); **or**
  - MDPHA has verification that another adult has agreed to assume responsibility for the minors.

7.3 We support the change exempting income for full time students. Any summer employment for full time students should not be included as annual income.

10.2 We support the change to increase the maximum length of abatement from 90 days to 180 days. This will protect tenants by increasing the length of abatement in order for the landlord to fix the problems before the HAP contract is terminated.

10.2.3. This states that in the event that a unit fails to comply with minimum HQS after a

compliance inspection, the owner and tenant must execute and submit a Final Compliance Inspection Form. In filling out this form, both the owner and tenant must attest to… "The landlord and tenant each understand that if the unit fails this final inspection, the tenant must move or be responsible for the full Contract Rent." This bullet point should be removed and this language should be removed from the form because it is contrary to 24 C.F.R. § 982.310(b).

10.7. This states that owners must submit documentation within a maximum of sixty days from the effective abatement date, in order to dispute any amount of abated funds. Since section 10.2 increases the length of abatement from 90 days to 180 days, this section should also be revised to increase the date to submit documentation during the abatement period. We suggest this length of time be increased to 150 days, which still leaves the same 30 period between when the amount of abated funds should be disputed and the maximum length of abatement period before the HAP contract is terminated.

13.1.4. This section removed the requirement of submitting an unexecuted lease and now only requires a Tenancy Addendum for review by Housing Choice Voucher staff. The Housing Choice Voucher staff should be reviewing the actual lease, as the prior Section 8 Administrative Plan required. According to the HUD Housing Choice Voucher Guidebook Section 8.7, the family must submit two documents to the PHA: a request for tenancy approval and an unexecuted copy of the lease.

13.1.5. This section requires an approval letter from a condominium, co-op, or homeowner association indicating whether the owner is delinquent on any fees. A sentence should be added clarifying that the landlord's delinquency should not be the basis to reject a potential landlord in most situations.

15.2.1. This section states that "no change in the payment standard or voucher size will be made until the family's next recertification." This should be revised to read "no change in the payment standard or voucher size will be made until the family's next recertification, or when the family relocates to a new unit." This would allow the family to change the payment standard or voucher size when they move to a new unit.

15.2.2. This section states that the family shall report an income increase in writing within ten calendar days of the change of income. This should be revised to be ten work days or fourteen calendar days to give the family adequate amount of time to report the change.

16.1. This section states that the participant family is required to provide at least 60 days written notice to the owner or longer as required by the lease with a copy provided to MDPHA or its authorized contractor. This obligation should be placed on the landlord as well. This requirement should be placed in the lease addendum so that the participant family has notice of the requirement and it can be enforced by the tenant.

This section states that a family who refuses to move may also be terminated from assistance. The section further states that the failure to vacate the old unit will result in the family having to pay the full contract rent to the previous owner and may result in termination of assistance. The provisions regarding termination of assistance should be removed because they are not a specified reason for terminating assistance according to HUD regulations. A PHA may only terminate assistance for a reason listed in 24 C.F.R. §982.552(c). A participant's refusal to move is not listed as a reason to terminate the assistance.

23. Language should be added to address circumstances where an association makes a demand for the rent because of the landlord's delinquent status with the association pursuant to §§ 718.116(11), 720.3085(8), Florida Statutes.

27.1 The bulleting on this section needs to be fixed to provide clarity.

27.1.1.C. This section states that failure by the participant to report to any recertification interview or provide verification shall be grounds to terminate assistance after the participants are provided an Intent to Terminate letter and an opportunity to cure. This must mention that any termination for failing to recertify must be in accord with the requirements in section 15.1.

27.1.1.E The bulleting should be fixed on this to switch the "1" that is improperly in front of the "E". This will then provide 27.1.1.E. with 3 subsections. The following subsections then need to be changed accordingly. For example, after this section, the lettering should start with "F", rather than "E".

The language of this section should track 24 C.F.R. §982.551(l) for clarity and conformity which states "the members of the household may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises."

27.1.1.E.d This section states that a single arrest where the criminal charges are dropped, dismissed, etc., shall not result in denied assistance. The language referencing a "single arrest" should be removed. This section should follow a recent Illinois case regarding an application for public housing, where the court stated that arrests alone do not constitute a history of criminal activity and therefore cannot support the rejection of his application for public. *See Landers v. Chicago Housing Authority*, 936 N.E.2d 735 (Ill. App. Ct. 2010).

27.1.1.E.2. This section should be removed because it does not apply to Section 8 housing, and appears to be taken from the ACOP.

27.1.1.E.3 This section provides that persons arrested for certain types of criminal activity shall be permanently prohibited from program participation regardless of

disposition by the court. This should be changed to only address convictions. According to 24 C.F.R. § 982.553, the PHA can only make a determination based on the preponderance of the evidence that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity. An arrest alone is not sufficient to give the PHA grounds to terminate the assistance.

27.1.1.E.3.ii. This section, along with the section related to searching for sex offenders, should be moved to a new section 27.1.1.E.4 to have a separate section related to sex offenders. Being a registered sex offender is a status and not criminal activity; therefore it should have its own section.

27.1.1.P. This section states that MDPHA shall terminate assistance when the family repeatedly breaks obligations under the lease. A section should be added clarifying that an eviction filed for non-payment of the HAP is not a basis to terminate participation in the Section 8 program.

27.1.2.D. This section states that the One Strike Policy is described in Chapter 27.1(A) 3. This is not the correct cross reference and is not clear what the correct provision is.

30.1.2. This provision states that "No person shall not…be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under programs operated and/or funded by MDPHA." The word "not" should be removed for the sentence to prohibit discrimination, as intended.

30.2.1. The MDPHA 504/ADA Coordinator's office address and phone number should be included to clarify where to obtain all forms.

31.3. This section states that an applicant will be made one offer of a housing unit, but that offer is not considered suitable if the applicant rejects the offer for good cause. This allows the applicant to demonstrate. through objective evidence. that an offered unit is located more than five square miles away from a location and would result in a hardship. Language should be added to the 5 square mile proximity to allow exceptions on a case by case basis.

31.5.2. This section states that transfers based on medical or disability need shall be documented and shall relate to either proximity (5 square miles in distance) to medical facilities that a family member must attend on a frequent basis. Language should be added to the 5 square mile proximity to allow exceptions on a case by case basis.

COMMENTS ON MIAMI-DADE PUBLIC HOUSING AGENCY'S ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

Submitted by Legal Services of Greater Miami, Inc. and University of Miami Tenants' Rights Clinic

II.H This Policy should require MDPHA staff to consider mitigating circumstances prior to sending out an application denial. Currently, if there is any possible basis to deny an application, MDPHA automatically sends a notice of denial. At this point, MDPHA staff looks only to whether there is any circumstance that might allow an application to be denied, rather than looking at any mitigating circumstances. A prevalent example would be an arrest record. When the criminal background check indicates an arrest, MDPHA ultimately denies the individual's application outright. Often times we see that these charges were dismissed with no action. However, since the arrest appears on the criminal background check, MDPHA will send a notice of denial and a deserving individual is wrongfully denied much needed public housing.

By requiring MDPHA staff to look into mitigating circumstances prior to denying an application, the County will avoid unnecessary informal reviews, which add many months to the application process and further prevents MDPHA from filling vacant units. It is imperative to take mitigating circumstances into account **prior** to denying an individual's application for public housing.

II.I.6.a This section states that MDPHA will look at an applicants' past performance in meeting financial obligations. Most people applying for housing assistance have difficulty meeting their financial obligations so this should not be a critical factor. An additional sentence should be added "**However, if the applicant had difficulty meeting financial obligations, MDPHA will take into account an applicants' circumstances and will not deny the application if the applicant did not have subsidized housing at the time. An eviction from unsubsidized housing for non-payment of rent will not be a basis to deny an application.**"

II.G.q We support the change that 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 three months, rather than six months.

XIV.C This Section should mirror the language of 42 U.S.C. § 1437f(ee)(1)(B) which states that the owner, manager, or public housing agency may extend the 14-day deadline at their discretion. This change would inform owners, managers, and public housing agencies that they are not obligated to strictly enforce the 14-day deadline and therefore can evaluate each claim on a case-by-case basis, which would allow for situations where mitigating circumstances can be considered.

Response to Legal Services Re: ACOP & Admin Plan	
Section	**MDPHA Response**
Admin Plan - 2.2.5B.7	no change
Admin Plan - 2.7.1	Added a 10 year limit
Admin Plan - 5.1.1.F	no change
Admin Plan - 5.4	Forms are included in the Reasonable Accommodation Policy Attachment C.
Admin Plan - 5.8	Bulleting corrected
Admin Plan - 7.3	no change
Admin Plan - 10.2	no change
Admin Plan - 10.2.3	MDPHA has already taken this into consideration and has decided to delete this section.
Admin Plan - 10.7	MDPHA has already taken this into consideration and has decided to delete this section.
Admin Plan - 13.1.4	no change
Admin Plan - 13.1.5	no change
Admin Plan - 15.2.1	MDPHA has already taken this into consideration and has decided to delete this section.
Admin Plan - 15.2.2	no change
Admin Plan - 16.1(1st paragraph)	MDPHA has already taken this into consideration and has decided to delete this section.
Admin Plan - 16.1(last paragraph)	MDPHA has already taken this into consideration and has decided to delete this section.
Admin Plan - 23	no change
Admin Plan - 27.1	MDPHA has already taken this into consideration and has reworded and revised the bullets in the entire section for clarity.
Admin Plan - 27.1.1.C	no change
Admin Plan - 27.1.1.E (part 1)	MDPHA has already taken this into consideration and has reworded and revised the bullets in the entire section for clarity.
Admin Plan - 27.1.1.E (part 2)	no change
Admin Plan - 27.1.1.E.d	No change. One strike rule applies - also denial is not based on a single arrest but a pattern or history of arrests.
Admin Plan - 27.1.1.E.2	We disagree, family obligations pertain to S8 HCV as well.
Admin Plan - 27.1.1E.3	No change. One strike rule applies; this section was moved to section 2.7.4.D.3
Admin Plan - 27.1.1.E.3.ii	no change; this section was moved to 2.7.4.D.3.b
Admin Plan - 27.1.1.P	MDPHA already disregards evictions due to non-payment of HAP; however, language will be added to clarify this point.
Admin Plan - 27.1.2.D	This section was deleted since it duplicates section 2.8.5.1
Admin Plan - 30.1.2	MDPHA has already discovered this grammatical error and deleted the word "not".
Admin Plan - 30.2.1	Attachment C to the Admin Plan titled "Reasonable Accommodation Policies" already contains contact information for the ADA Coordinator.
Admin Plan - 31.3	no change
Admin Plan - 31.5.2	no change
ACOP - II.H	A single arrest does not result in denial unless there is a pattern of repeated arrests. Also the mitigating circumstances section has been updated to mirror the Admin Plan.
ACOP - II.I.6.a	MDPHA has already considered this, and has revised the ACOP to show that prior evictions will only be considered if resulting from SUBSIDIZED housing only.
ACOP - II.G.q	ok
ACOP - XIV.C	MDPHA has already considered this and has deleted all reference to any deadline.

PUBLIC COMMENTS ON THE PROPOSED
MIAMI-DADE PUBLIC HOUSING AGENCY (MDPHA)
FIVE YEAR PLAN FOR FY2011-2016

In 2010 the Miami-Dade Board of County Commissioners approved the Updated Domestic Violence Plan developed by the Domestic Violence Oversight Board in collaboration with representatives from the certified domestic violence centers in Miami-Dade County, local and state public sector social services agencies and private sector community based organizations; judges from the Eleventh Judicial Circuit of Florida, including the Domestic Violence Division Chief; the State Attorney and Public Defender offices and the Office of the Attorney General; Miami-Dade Police Department and other municipal police departments; the County Mayor, County Manager and County Attorney offices; Miami-Dade County Public Schools; Miami-Dade Corrections and Rehabilitation Department; faith based and domestic violence support groups; Administrative Offices of the Courts; private foundations and academia (Miami-Dade College, University of Miami, Florida International University).

One of the most important goals included in the Plan calls for creation of additional affordable housing options to support and empower victims of domestic violence and their families. Strategically this goal can be pursued by developing and maintaining referral linkages and partnerships with providers and funders of affordable housing, including public housing when available.

The proposed MDPHA Five Year Plan for FY2011-2016 lists among Goals and Objectives:

> **Ensure Equal Opportunity in Housing for all Americans-** continue implementation of domestic violence policy and procedures.
>
> The community partners listed above that are developing the Domestic Violence Plan would welcome the opportunity to collaborate with MDPHA for broad implementation of its domestic violence policy and procedures and to have those collaborations documented in the Five Year Plan for FY2011-2016. This would also operationalize a requirement of the MDPHA Admission and Continued Occupancy Policy to develop linkages to appropriate counseling and law enforcement entities.

MDPHA requirements under the Violence Against Women Act (VAWA):

> **Chapter XIV (Domestic Violence) of the ADMISSION AND CONTINUED OCCUPANCY POLICY-** 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).
>
> As MDPHA is required to develop linkages and referrals to "appropriate counseling and law enforcement entities" under VAWA, collaborations with providers of domestic violence services should help inform MDPHA domestic violence policies. Such collaborations between MDPHA and domestic violence services providers would offer concrete descriptions of collaborative activities, services and programs for domestic violence victims, including obtaining or maintaining housing, prevention of domestic violence, outreach services and enhancing victims' safety. Descriptions of such activities and programs are required in the Plan by VAWA.

In summary, the MDPHA proposed Five Year Plan for FY2011-2016 contains important considerations for domestic violence victims, including admissions preferences for: 1) Section 8 Housing Choice Voucher; 2) Section 8 Moderate Rehabilitation Program; and 3) Section 8 Project-Based Program. Implementation of MDPHA domestic violence policy and procedures would be more effective for the intended recipients if the process is informed by collaborations with the experts who provide a continuum of service and support for victims on a daily basis. This would be beneficial for MDPHA through increased exposure and access to a broad continuum of domestic violence services and experience for residents who are affected by domestic violence; and beneficial to domestic violence victims in need of affordable housing through increased public awareness of the housing opportunities available for them through MDPHA.

From: Tooley, Vaughn E. (HT)
Sent: Monday, March 14, 2011 4:03 PM
To: Santamaria, Mayra C. (MDPHA); Castro, Rosa C. (MDPHA)
Cc: Saydal-Hamilton, Mari (MDPHA); Smith, Terrence (CAO); Ballina, Alex (MDPHA)
Subject: RE: Public Comments on MDPHA 5-Year Plan - Domestic Violence

Hi Everyone,

Thanks for reviewing the public comments and considering collaboration with the DVOB. However the DVOB is an advisory board that does not provide direct services.

I apologize for not being clearer but the comments submitted refer to collaborations with actual providers of domestic violence services, i.e., the certified domestic violence centers in Miami-Dade County and the County's One Stop Center for domestic violence services, the Coordinated Victims Assistance Center (CVAC). It would be more appropriate to include them in your clause under the Domestic Violence Chapters, in the ACOP and S8 Adm. Plan revision. These entities would welcome the collaborations. The contact information is:

Certified Domestic Violence Centers
Safespace Shelter: 305-758-2804
The Lodge: 305-693-1170

Domestic Violence One Stop Center
Coordinated Victims Assistance Center (CVAC): 305-285-5900

Thank you for considering adding this information to the 5-year plan and please contact us if we can be of assistance.

Vaughn Tooley, Executive Director
Domestic Violence Oversight Board
Homeless Trust
Miami-Dade County -Stephen P. Clark Center
111 NW First Street, 27th Floor, Suite 310
Miami, Florida 33128-1930
Office: 305-375-2861
Mobile: 305-965-8437
E-mail: Y1116@miamidade.gov
Website: www.miamidade.gov/domesticviolence

"Delivering Excellence Every Day"

SUNSHINE LAW AND PUBLIC RECORDS CAUTION: 1) The Florida Government in the Sunshine Law prohibits discussion outside a duly noticed meeting between any two or more Domestic Violence Oversight Board members regarding any matter that may come before the Domestic Violence Oversight Board. This prohibition extends to discussions via e-mail. 2) Furthermore, most e-mail communications made or received by the Domestic Violence Oversight Board members or staff are considered public records that must be retained and upon request, made available to the public and media.

From: Santamaria, Mayra C. (MDPHA)
Sent: Monday, March 14, 2011 2:22 PM
To: Castro, Rosa C. (MDPHA)
Cc: Saydal-Hamilton, Mari (MDPHA); Smith, Terrence (CAO); Ballina, Alex (MDPHA); Tooley, Vaughn E. (HT)
Subject: RE: Public Comments on MDPHA 5-Year Plan - Domestic Violence

Rosa:
Based on the public comment received, please include the following clause under the Domestic Violence Chapters, in the ACOP and S8 Adm. Plan revision:

> MDPHA may seek collaboration from the County's Domestic Violence Oversight Board (DVOB) to assist victims of domestic violence. The CVOB provides linkages and referrals to appropriate counseling and law enforcement entities, including services and programs for domestic violence victims. The contact information is: **Domestic violence Oversight Board, Miami-Dade County – Stephen P. Clark Center, 111 N.W. First Street, 27th Floor, Suite 310, Miami, Florida 33128-1930, Tel: 305-375-2861, Website: www.miamidade.gov/domesticviolence.**

The PHA Plan's Section 13 should be documented accordingly by just including the first sentence.

Mayra Santamaria
Miami-Dade Public Housing Agency
Administration Services
701 NW 1 Court # 16-156
Miami, FL 33136
Tel: 786-469-4232
Fax : 786-469-4161
e-mail: m123@miamidade.gov
"Delivering Excellence Every Day"
Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

68

From: Smith, Terrence (CAO)
Sent: Wednesday, January 26, 2011 8:57 AM
To: 'dianastrozier@bellsouth.net'; Wilson IV, Samuel (DIST9); District6
Cc: 'tosborne@miamitimesonline.com'; District3; District11; District8; District4; Fortner, Gregg (MDPHA); Castro, Rosa C. (MDPHA); Santamaria, Mayra C. (MDPHA); Saydal-Hamilton, Mari (MDPHA); Williams, Selena P. (MDPHA); Ballina, Alex (MDPHA); Catarineau, Deborah L. (CAO)
Subject: Diane Strozier

Diane:

By copy of the email I am forwarding your comments to Mr. Fortner and his staff. Any additional comments about the ACIOP and the PHA Plan should be sent to MDPHA. Thanks

---

Sent from my BlackBerry Wireless Device

From: DIANA STROZIER [mailto:dianastrozier@bellsouth.net]
Sent: Wednesday, January 26, 2011 02:02 AM
To: Wilson IV, Samuel (DIST9); Smith, Terrence (CAO); District6
Cc: Tariq Osborne <tosborne@miamitimesonline.com>; District3; District11; District8; District4

MR. TERRANCE SMITH, YOU NEED TO READ THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP) THAT THE HOUSING AGENCY IS GOING TO PRESENT TO THE BOARD OF COUNTY COMMISSIONERS. THE EXECUTIVE BOARD OF OTAC DISAGREE WITH THIS DRAFT. THE ORGANIZATION DO NOT WANT THE COMMISSIONERS TO APPROVE THE ACOP OR THE FIVE YEAR PLAN, BECAUSE THE HOUSING AGENCY HAVE NOT GOTTEN WITH THE RESIDENT COUNCIL FOR THEIR INPUT ON CAPITAL IMPROVEMENT. HOW HEARTLESS COULD THE HOUSING AGENCY BE TO TAKE OUT OTAC IN GRIEVANCE HEARING TO FIGHT FOR RESIDENTS RIGHTS'S . TO PUT RESIDENTS IN THE HEARING THAT DO NOT NO POLICY AND PROCESSORS. THEN THEY HAVE NO RIGHT TO PUT STAFF MEMBERS IN THE GRIEVANCE HEARING WHEN THEY TO DO NOT READ THE POLICY AND PROCESSORS. ALL COMMISSIONERS SHOULD TAKE OUT THE TIME AN READ THE ACOP BEFORE SIGNING AND APPROVING THIS, FOR RESIDENTS TO LIVE BY. FEDERAL HUD WOULD NOT AGREE WITH THIS .NOW YOU AND I BOTH NO THAT YOU'LL DO NOT WANT FEDERAL HUD TO COME BACK HERE. NOW LETS DO RIGHT FOR THE RESIDENTS OF PUBLIC HOUSING. WE DO NOT NEED OTHER ANN MARIE ADKER CONSENT DECREE LAWSUIT. PLEASE FORWARD TO ALL COMMISSIONERS BEFORE APPROVING.

THANK YOU IN ADVANCE

From: "DIANA STROZIER" <dianastrozier@bellsouth.net>
Date: February 22, 2011 1:30:29 AM EST
To: "District1" <DISTRICT1@miamidade.gov>, "District11" <district11@miamidade.gov>, "District6" <district6@miamidade.gov>, "katy sorenson" <districtX@miamidade.gov>, "District3" <District3@miamidade.gov>, "Brown, Misty X. (DIST3)" <misty@miamidade.gov>, "District5" <district5@miamidade.gov>, "District7" <district7@miamidade.gov>, "District12" <district12@miamidade.gov>, "Smith, Terrence (CAO)" <asmith2@miamidade.gov>
Cc: "TO ALL COMMISSINERS" <dianastrozier@bellsouth.net>
Subject: ACOP AND FIVE YEARS PLAN

DADE COUNTY OVERALL TENANT ADVISORY COUNCIL INC,

(OTAC)

M1407 NW 7th

Miami Florida 33125

Dear, Board of County Commissioners'

This email is being sent to you to ask you all to please!!!!!! read this email before signing the MDPHA ACOP Plan and the five year plan. All the email that our organization has been witting you can be supported by these federal laws that MDPHA has not been doing for years. The ACOP AND THE PHA PLAN THAT WAS APPROVED BY YOU ALL THE YEAR OF 2010 WAS NOT DID ACCORDING WITH FEDERAL LAWS. THE FUNDING ALLOCATED TO THE RC WAS NOT GIVEN ALL THEIR FUNDING, BECAUSE SOME OF THE RC SIGN AN MOU NOT KNOWING THE FEDERAL LAWS FOR FUNDING THE RC SO THEY SIGN IT AND THE FUNDING WAS A LOAN AND NEVER RECEIVED THE BALANCE FOR THE FISCAL YEAR OF 2010 AND SOME RC HAS NOT RECEIVED ALL THEIR FUNDING SINCE 2003 . THIS IS NOT RIGHT. WE NO SOME OF THE DADE COUNTY COMMISSIONER'S DID NOT NO ABOUT THIS, BUT MR. TERRANCE SMITH DID. THE 2010 ACOP HAS ONLY ONE RESIDENT COUNCIL COM MITTS. AND THAT WAS A PRESIDENT THAT WORK FOR THE MDPHA AS AN RAB. AND WE NEVER KNOW OF A RC CAN BECOME A RAB. THIS IS WHAT IS IN THE 2010 ACOP THAT IS ON LINE. UNDER. WWW.MIAMIDADEHOUSING.GOV. SEE ATTACHMENT BELOW

THANK YOU IN ADVANCE.

964.105 Role of the jurisdiction-wide resident council.

(a) *Jurisdiction-wide resident council.* Resident councils may come together to form an organization which can represent the interest of residents residing in units

under a HA's jurisdiction. This can be accomplished by the presidents of duly elected resident councils forming an organization, by resident councils electing a representative to the organization, or through jurisdiction-wide elections. If duly elected resident councils form such an organization, the HA shall recognize it as the voice of authority-wide residents for input into housing authority policy making.

(b) *Function.* The jurisdiction-wide council may advise the Board of Commissioners and executive director in all areas of HA operations, including but not limited to occupancy, general management, maintenance, security, resident training, resident employment, social services and modernization priorities.

(c) *Cooperation with other groups.* There shall be regularly scheduled meetings between the HA and the local duly elected resident council, and the jurisdiction-wide resident council to discuss problems, plan activities and review progress.964.135 Resident involvement in HA management operations.

(g) Resident council officers shall be encouraged to become involved in the resident screening and selection process for prospective residents at the development. Those selected to perform resident screening and selection functions must be trained by the HA in resident screening and selection and must sign a legal document committing to confidentiality.

(e) HAs, upon request from the duly elected resident council, shall ensure that the duly elected resident council officers as defined in subpart B of this part, and other residents in the development are fully trained and involved in developing and implementing Federal programs including but not limited to Comprehensive Improvement Assistance Program (CIAP), Comprehensive Grant Program, Urban Revitalization Demonstration, Drug Elimination, and FIC.

§ 964.145 Conflict of interest.

Resident council officers can not serve as contractors or employees if they are in policy making or supervisory positions at the HA.

3) Funding provided by a HA to a duly elected resident council may be made only under a written agreement between the HA and a resident council, which includes a resident council budget and assurance that all resident council expenditures will not contravene provisions of law and will promote serviceability, efficiency, economy and stability in the operation of the local development. The agreement must require the local resident council to account to the HA for the use of the funds and permit the HA to inspect and audit the resident council's financial records related to the agreement.

964.100 Role of resident council.

The role of a resident council is to improve the quality of life and resident satisfaction and participate in self-help initiatives to enable residents to create a positive living environment for families living in public housing. Resident councils may actively participate through a working partnership with the HA to advise and assist in all aspects of public housing operations

§ 964.14 HUD policy on partnerships.

HUD promotes partnerships between residents and HAs which are an essential component to building, strengthening and improving public housing. Strong partnerships are critical for creating positive changes in lifestyles thus improving the quality of life for public housing residents, and the surrounding community.

960.407 Selection preference for mixed population developments.

(a) The PHA must give preference to elderly families and disabled families equally in determining priority for admission to mixed population developments. The PHA may not establish a limit on the number of elderly families or disabled families who may be accepted for occupancy in a mixed population development.

§ 574.110 Overview of formula allocations.

The formula grants are awarded upon submission and approval of a consolidated plan, pursuant to 24 CFR part 91, that covers the assistance to be provided under this part. Certain states and cities that are the most populous unit of general local government in eligible metropolitan statistical areas will receive formula allocations based on their State or metropolitan population and proportionate number of cases of persons with AIDS. They will receive funds under this part (providing they comply with 24 CFR part 91) for eligible activities that address the housing needs of persons with AIDS or related diseases and their families (see §574.130(b)).

Performance reports.

(a) *Formula grants.* For a formula grant recipient, the performance reporting requirements are specified in 24 CFR part 91.

(b) *Competitive grants.* A grantee shall submit to HUD annually a report describing the use of the amounts received, including the number of individuals assisted, the types of assistance provided, and any other information that HUD may require. Annual reports are required until all grant funds are expended.

SINCERELY YOUR,

Diane Strozier/Bryant

President of the Executive Board of (OTAC)

MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC HOUSING AGENCY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

BCC Adopted: January 21, 2010
EFFECTIVE: March 1, 2010
Revised: 4-5-2011

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).

73

Admissions and Continued Occupancy Policy 5
I. Program Administration 5
A. Purpose of the Admission and Continued Occupancy Policy 5
B. Miami-Dade Public Housing Agency (MDPHA) 5
C. Ann Marie Adker Consent Decree, et al v Miami-Dade County and USHUD (Adker Decree). 5
D. Voluntary Compliance Agreement 6
E. Fraud and Crime Control Program 6
F. Assistance to Limited English Proficiency (LEP) Persons 7
II. Eligibility for Admission and Processing of Applications 8
A. Affirmative Marketing 8
B. Qualifying for Admission 9
C. Waiting List Management 14
D. Opening and Closing of the Waiting List 18
E. Processing Applications for Admission 19
F. The Applicant Selection System 20
G. Interviews and Verification Process 24
H. Screening Applicants for Admission 29
I. Ability to Comply with Financial Obligations and Lease Requirements 30
J. Denial of Assistance 31
K. Applicants and Residents Claiming Mitigating Circumstances 34
L. Qualified and Unqualified Applicants 36
M. Occupancy Guidelines 37
N. Record Maintenance 39
III. Tenant Selection and Assignment Plan 40
A. Organizing the Project-based Waiting List 40
B. Making Housing Offers to Eligible Applicants 40
C. Removing Applicants from the Project-based Waiting List 41
D. Good Cause for Applicant Refusal of Unit Offer 42
E. Administering the Applicant Waiting List 43
F. Assisted Living Facilities 43
IV. Leasing Policies 45
A. General Leasing Policy 45
B. Showing Units Prior to Leasing 45
C. Additions to the Household and Visitors 46
D. Requirements for Posting Policies, Rules and Regulations 47
E. Repayment Agreement of Amounts Owed to MDPHA by Current Residents 48

V. Transfer Policy 49
A. General Transfer Policy 49
B. Types of Transfers: 49
C. Processing Transfers 50
D. Administrative Requirements 52
E. Good Record Requirement for Transfers 53
F. Relocation 54
VI. Eligibility for Continued Occupancy, Annual Reexaminations and Remaining Family Members 55
A. Eligibility for Continued Occupancy 55
B. Remaining Family Members and Prior Debt 55
C. Reexamination (Recertification) 56
D. Recertification Procedures 57
E. Enterprise Income Verification and Third Party Verification 58
F. Action Following Recertification 60
VII. Interim Rent Adjustments: Fixed Rent System 61
A. Adjusting Rent between Regular Recertification 61
B. Hardship for Families Paying Minimum Rent 62
VIII. Lease Termination Procedures 64
A. General Policy: Lease Termination 64
B. Mitigating Circumstances 66
C. Notice Requirements 66
D. Recordkeeping Requirements 67
IX. Grievance Policy 68
A. Applicant's Informal Reviews 68
B. Resident's Procedure for Obtaining an Informal Hearing 69
C. Applicability and Exclusions 70
D. Hearing Officer or Hearing Panel 71
E. Hearing Process for Applicants and Residents 71
F. Decision of the Hearing Officer or Hearing Panel 72
X. Utilities and Maintenance Charges 73
A. Utilities 73
B. Utilities Paid by the Resident 73
C. Maintenance Charges 73
XI. Choice of Rent: Flat Rents 75
A. Development of Flat Rents 75
B. Annual Update of Flat Rents 75

C. Recertification of Families on Flat Rents 75
D. Hardship of Families Paying Flat Rents 75
XII. Determining Income and Income-Based Rent 77
A. Annual Income 77
B. Items Not Included in Annual Income 78
C. Anticipating Annual Income 82
D. Adjusted Income 82
E. Computation of Rent 83
F. Utility Reimbursements 84
G. Earned Income Disallowance 84
H. Rent Collection 86
XIII. FAIR HOUSING AND EQUAL OPPORTUNITY 87
A. Non-discrimination Policy 87
B. Processing Non-Discrimination Complaints and Reasonable Accommodation Requests 87
C. Effective Communication Policy 88
D. Emergency Evacuation Assistance Program Procedures 88
E. Reasonable Accommodation Policy and Procedures 88
XIV. Domestic Violence 89
A. Overview 89
B. Admission and Continued Occupancy Criteria 89
C. Evidence Required as Proof of Domestic Violence 89
D. Considerations for Victims of Domestic Violence 90
E. Protection of Victims of Domestic Violence 91
XV. Section 32 Homeownership Plan 92
A. Overview 92
B. Heritage Village I 92

Appendices:

Appendix I	Definitions	I-1
Appendix II	Effective Communication Policy	II-1
Appendix III	Emergency Evacuation Assistance Program	III-1
Appendix IV	Reasonable Accommodation Policy and Procedures	IV-1

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:

    a. Is a family, as defined in Appendix I of this ACOP
    b. Meets USHUD requirements on citizenship or immigration status as described in item # 3 below;
    c. Is within USHUD's established income limits for new applicants or continually assisted tenants;
    d. 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);
    e. Provides documentation validating identity of each adult or emancipated minor and
    f. 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 Notice of Section 214 Requirements form must be signed by all applicants. Documents to verify citizenship or immigration status may be required as indicated below.

    c. A citizen/national may submit one of the following documents:
        - U.S. Passport
        - U.S. Birth Certificate

- Puerto Rican Birth Certificate (will only be accepted if issued after July 1, 2010)
- Certificate of Citizenship
- Naturalization Certificate
- Voter's Registration
- Other documents as may be required by USHUD

d. A noncitizen (eligible immigrant) 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, Employment Authorization Document (EAD), or Arrival-Departure Record (Form I-94), along with government-issued ID card with photo.
   - Refugees: Refugee Approval Notice or 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)).

- Adult or emancipated minor applicants that do not contend immigration status will be required to confirm their identity providing the following documents:
    - Foreign passport
    - Foreign driver's license
    - Birth Certificate
    - Identification card issued in US
    - Military identification card
    - Other documents as may be required by USHUD

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 31, 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 31, 2010, except for those 62 years or older as of January 31, 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 31, 2010, except for those age 62 or older as of January 31, 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 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 a SSN 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. Required documentation validating identity of each adult or emancipated minor:
   - State issued driver's license (current and unexpired)
   - State issued identification card (issued within the last ten years)
   - U.S. passport (current and unexpired)
   - US issued immigration verification documents that contain a picture of individual (issued within the last 10 years)
   - Military identification card
   - Other documents as may be required by USHUD

6. 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 a community-wide open enrollment that is organized by one waiting list with separate rankings for its programs: one for Project-based programs and another for Tenant-based programs:

1. The Project-based programs include the following:

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

    (*) 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 programs include the following:

    - The Housing Choice Voucher Program, and all targeted programs including but not limited to,
    - Moderate Rehabilitation Program (applicants for this program will be chosen from both the Tenant-based and Project-based rankings)
    - Mainstream Vouchers for Non-Elderly Persons with Disabilities; and
    - Project-Based Voucher Program.

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

3. An additional waiting list, ranked through a computerized lottery system, was established exclusively for former residents of Scott/Carver Homes to return to the HOPE VI Target area.

4. Position on Waiting List

For the Project-based programs, each applicant will be categorized by the type (e.g., general occupancy, elderly designated buildings, elderly and individuals with disability 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.

5. 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.

6. 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.

- The live-in aide must provide the following documents as part of the admission criteria described in this chapter:
    - Proof of identity (see B. 5. above)
    - Verification of birth date
    - A social security number, (see Section II, B, 4 above).
    - Other documents as may be required by USHUD

- Additionally, the live-in aide will be asked to sign forms which include but is not limited to the following:
    - Live-in Aide Agreement
    - Authorization to Check Information
    - Authorization to Obtain Criminal Background
    - Authorization for the Release of Information/ Privacy Act Notice (Form HUD-9886)
    - Debts Owed to Public Housing Agencies and Terminations (Form HUD-5267)
    - What You Should Know About EIV (Form by HUD)

- MDPHA will verify information of the live-in aide through EIV for debt owed to another housing authority or program, or whether a prior termination has been cleared.

- The live-in aide individual may be denied for the following reasons:

- Commits/committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

- The screening process shows a pattern or prior history within the last ten (10) years of engaging in drug or 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.

- 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

- A sex offender according to State Laws. 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.

- Owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

- An eligible live-in aide may be granted up to one (1) additional bedroom if approved as a reasonable accommodation.

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. Removal of Applicants from the Waiting List

- If an applicant does not respond to notices of scheduled appointments or to Agency correspondence, even if no correspondence was received by the applicant because of a change in address, the applicant's name will be removed from the waiting list.

- While each applicant is responsible for keeping MDPHA apprised of changes in address, phone number, income or other circumstances, no applicant shall be removed from the waiting list (project or tenant-based) from which he/she has been called, except when one of the following situations occur:

  - The applicant receives and accepts an offer from the project-based program or from the tenant-based program;

  - The applicant requests that his/her name be removed from the waiting list.

D. Opening and Closing of the Waiting List

1. Timing

a. MDPHA may elect to dissolve the waiting list as needed. Once the waiting list is dissolved applicants, regardless of their ranking on the old waiting list, if applicable, must submit new applications during the open registration period in order to be added to the new waiting list. Notwithstanding the dissolution of the waiting list, applicants who are being processed prior to dissolution of the waiting list will continue to be processed by MDPHA.

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

c. MDPHA may elect to open the Waiting List if there are insufficient applicants for a particular bedroom size, type (e.g., general occupancy, elderly designated buildings, elderly and individuals with disability designated buildings, accessible or non-

accessible, Assisted Living Facilities (ALF)), 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.

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 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:

a. 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.
b. 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).
c. 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 programs 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 grant near-elderly families (see definition in Appendix I) priority for admission to

these units or buildings or reopen the 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. Project Based Voucher Right of First Refusal of Scott/Carver HOPE VI Residents

   Former Scott/Carver HOPE VI residents will have the right of first refusal for the Project Based Voucher (PBV) properties in the HOPE VI target area. The former residents must meet all other eligibility criteria in the Scott/Carver HOPE VI Return Policy.

2. 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.

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

   - Identify of each adult or emancipated minor household member
   - 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).

4. 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.

5. 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.

6. Applicant 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 numbers, pay stubs, and receipts will be reviewed, photocopied and included in the applicant's file.

  - Applicants failing to submit documents required will be given a checklist listing missing documents and a final opportunity to provide the documents. Applicant will be notified by mail of a second and final appointment date. Applicants failing to provide requested documents at their next appointment may be subject to denial of assistance.

- 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.

7. 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

8. Third Party Verifications

   a. MDPHA will comply with the most recent HUD guidance on verification requirements. MDPHA will utilize the verification guidelines under PIH Notice 2010-19 (issued May 17, 2010), Verification Guidance, and PIH 2010-03 (issued January 21, 2010), Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by USHUD.

MDPHA will follow the verification hierarchy described in PIH Notice 2010-19:

- **Level 6:** Upfront Income Verification (UIV) using HUD's EIV System. Highest (Mandatory other than applicants) Ranking is Upfront Income Verification using HUD's Enterprise Income Verification (EIV) system;
- **Level 5:** Upfront (Optional) Income Verification (UIV) using non-HUD system such as the Work Number;
- **Level 4:** Written Third-Party (High) (Mandatory to supplement EIV reported income and when EIV has no data available. Mandatory if

applicant/participant disputes EIV reported income and is unable to provide acceptable documentation). This includes documents issued by a third party and may be hand delivered by the applicant or participant;

- **Level 3:** Written Third-Party Form: (Medium –Low) Mandatory if written third party verification documents are not available or rejected by MDPHA; and when the applicant or participant is unable to provide acceptable documentation.
- **Level 2:** Oral Third Party Verification: (Low) Mandatory if written third party verification is not available.
- **Level 1:** (Low) Use as a last resort when unable to obtain any type of third party verification.

b. If Level 4 Written Verification is not available or acceptable, then Level 3 Written Verification will be requested. 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.

c. Level 2 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.

d. If oral third party verification cannot be obtained, MDPHA must document in the file the reason(s) the third party verification was not available.

e. Level 1 tenant 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.

f. 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.

g. 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 at least one current bank statement indicating the average balance or two consecutive bank statements in order to calculate average balance 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.

h. 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.

i. 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 at least two (2) 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.

j. 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.

k. 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.

l. 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.

m. 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 three (3) months.

H. Screening Applicants for Admission

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 (see Chapter II, Section J.4. and Chapter II.K.6.); 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, at annual re-examination, 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.

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 (for subsidized housing), 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 (see item (d) below) 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 of any household member from subsidized housing or involuntary termination from residential assistance programs (taking into account date and circumstances) for a period of ten (10) years from end of participation.

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.

f. Amounts owed to MDPHA by current or former residents - MDPHA's current or former 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 or to another housing authority must repay outstanding balances owed. In such cases, repayment agreements are not authorized under these circumstances.

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. Eviction or Termination from Federally Assisted Housing

   MDPHA shall deny assistance if any household member has been evicted from subsidized housing or experienced involuntary termination from residential assistance programs (taking into account date and circumstances) for a period of five (5) years from end of participation.

2. Monies Owed

   Assistance will be denied in the following circumstances unless the family can provide proof of debt cancellation or reversal of the adverse termination within ten (10) days of notice.

   a. If the applicant or any member of the applicant family currently owes rent or other amounts to MDPHA or any other housing agency in connection with Section 8 or public housing assistance under the 1937 Act, or any applicant who previously lived in public housing or an assisted unit and vacated leaving an unpaid balance, will not be offered assistance until the outstanding balance is paid in full.

   b. If the applicant or any member of the applicant family has not reimbursed any housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

c. If the applicant or any member of the applicant family breaches an agreement with any housing agency to pay amounts owed to the housing agency, or amounts paid to an owner by the housing agency.

3. Abusive Behavior

If the applicant or any member of the applicant family has engaged in physical or verbal abuse, or threatened abusive or violent behavior, including but not limited to the use, attempted use, or threatened use of physical force, toward MDPHA personnel or any other Miami-Dade County personnel or official within five (5) years of eligibility determination. Applicants being denied housing for abusive behavior must be reviewed and approved by the Director of Applicant Leasing Center.

4. Criminal Activity

a. 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 (for subsidized housing), 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.

b. An 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 may 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.

c. 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.

d. 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.

    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. Ten (10) Years for Other Non-criminal Activities:

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

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

i. 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.

d. 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. Applicants and Residents Claiming Mitigating Circumstances

1. If negative information is received about an applicant or resident, 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 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 no longer in effect or is under control, justifying admission or continued occupancy. Mitigating circumstances would overcome or outweigh information gathered in the screening process.

3. If the applicant or resident 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 MDPHA or hearing officer.

4. 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.

5. The factors below will be taken into consideration, as well as any pattern of repeated engagement in criminal activity. These factors are not the only allowable mitigating circumstances. The MDPHA will consider other mitigating circumstances as appropriate. Providing documentation of mitigating circumstances as described below is the responsibility of the family. It is incumbent upon the family to provide documentation, evidence and any and all other third party proof at any time, including but not limited, to the investigation interviews, appointments with the MDPHA staff, at the time of the informal review or within the time limit set by the hearing officer to provide substantiating information challenging the recommendation to deny assistance.

   a. Request to Remove Family Member with One-Strike Policy Violation

   The applicant or resident may request removal of the offending family member permanently from the family composition and the family member may not remain on the

application nor reside in the Housing Choice Voucher unit in order for the family to be assisted in the program. If the offending family member(s) is not removed, then the entire family shall be recommended for denial of assistance from the Program. In circumstances where the offending family member is the head of household, the entire family shall be recommended for denial of assistance from the Program.

b. Non-Violent Charges Involving Firearms

Charges limited to the specific crime of illegal possession or unlawful display of firearm shall not constitute a violation of the One Strike Policy.

c. Prior Criminal History

In cases of multiple prior charges of one or more family members where the disposition of the cases was dropped, nolle prosse, no action, not guilty, acquitted, dismissed or not prosecuted by the court or State Attorney's Office, the MDPHA or its authorized contractor may take both the family and individual family member's history and/or outcome into consideration at arriving at a final determination whether to deny assistance. See Chapter II, (J), (4) – Criminal Activity.

d. Violation of Peaceful Enjoyment

The MDPHA may consider all circumstances relevant to a particular case, such as the seriousness of the offending action, the extent of participation by the head of household or household member(s) in the offending activity and the extent to which the head of household or household member(s) has shown personal responsibility to prevent or mitigate the offending action. Upon determination by the hearing officer or the MDPHA may require a family to exclude a household member in order to receive housing assistance, where that household member has participated in or been culpable for the action or failure to act that warrants denial of assistance.

e. Substance Abuse Rehabilitation

Upon determination by the hearing officer, or the MDPHA, whether to recommend denial of assistance for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, may consider whether such household member was remanded by the court and is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the MDPHA shall require the applicant or resident to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

f. Domestic Violence

Other documents may be submitted in lieu of HUD form 50066, or in addition to the certification form. The MDPHA or its authorized contractor will allow the perpetrator of the domestic violence, dating violence, or stalking to be removed from the household at

the request of the family member who is the victim. See Chapter XIV– Domestic Violence and the Appendix of Definitions for additional details.

6. Examples of mitigating circumstances may include:

   a. If the unit is not ready for move-in, the applicant or resident 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 family's participation in social service or other appropriate counseling service; or

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

5. Consideration of mitigating circumstances does not guarantee that the family will qualify for admission or continued occupancy. 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 or resident'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

Subsidy standards are applied at the initial certification, annual recertification or during authorization for change of dwelling. 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 unit standard must be applied consistently for all families of like size and composition.

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

   b. In determining family unit size for a particular family, MDPHA may grant an exception to its established unit standards if MDPHA determines that the exception

is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

c. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

d. A family that consists solely of a pregnant woman (with no other members) shall only be allocated a maximum of a one (1) bedroom unit. MDPHA will count a child in the occupancy standard if the parent has primary custody of the child.

e. A one person household member with joint custody of a child/children but does not have primary custody will be granted a one bedroom unit.

f. 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.

g. 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.

h. A live-in aide may be assigned up to one (1) bedroom if approved as a reasonable accommodation.

i. The MDPHA will issue a zero or one (1) bedroom unit to a single person.

j. As a reasonable accommodation, an applicant or program participant family may be allowed a larger bedroom unit to accommodate a family member who requires a hospital bed or other large medical equipment. The equipment must be substantial in size and must be verifiable by a medical doctor as medically necessary in order to justify approval of a larger unit. In addition, the applicant or participant will be required to submit evidence of equipment specifications including but not limited to detailed description of equipment to include dimensions, photographs of equipment, etc.

5. Actual Unit Size Offered

a. 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.

b. 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.

c. 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.

d. 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:
   a. Maintained confidentially;
   b. Not misused or improperly disseminated; and
   c. 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, elderly and individuals with disability designated buildings, 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 geographical zones for purposes of making housing offers or units may be offered at the applicant's choice of countywide-based availability.

2. To ensure 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.

    a. Eligible applicants may receive a list of available units to select their choice within five calendar days. Their choice must be brought in person to the Applicant Leasing Center. No faxes or applications sent by mail will be accepted.

    b. Applicants will receive a housing offer letter for the unit chosen from the list. If the unit was already selected, the applicant will be asked to select another unit from the available list. If the applicant fails to select an available unit, their name will be removed from the waiting list.

    c. 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 fails to respond, their name will be removed from the waiting list.

    d. 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 an additional offer.

    e. Subject to the process described above, any applicant who refuses an offer shall be removed from the Project-Based program except if the applicant

demonstrates good cause (as defined in Section E of this Chapter) for rejecting the offer.

f. 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.

g. 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 Program 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 Program 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 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 deterrnined 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 thirty (30) 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. To be considered the remaining member of the family, the person(s) remaining 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.

4. A live-in aide or foster child/adult, by definition, is not a member of the family and will not be qualified for continued occupancy as a remaining family member.

5. In order for a minor child(ren) to continue to receive assistance as a remaining member(s), one of the following must occur:

    i. The court has awarded emancipated minor status to the minor;
    ii. MDPHA has verified that social services and/or the juvenile court has arranged for another adult to be brought into the assisted unit to care for the child(ren); or

iii. MDPHA may allow for another adult to be a temporary head of household until such time as legal guardianship is granted or a minor, at least 17 years of age, is emancipated or reaches age 18.
iv. A certification will be conducted and appropriate changes to the voucher size may be made at that time.

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. Criminal background checks may be included as part of the recertification.

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.

9. Failure to Comply in Timely Manner or Non-Compliance

   a. A family's failure to comply with recertification requirements in providing all required documentation and signatures on forms is grounds for termination of assistance.

   b. If it is found that the resident failed to timely report any changes in income or family composition or provided inaccurate, or incomplete information:

      - 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 will reimburse MDPHA for the difference in rent.

E. Enterprise Income Verification and Third Party Verification

1. Accurate determination of income eligibility, allowances, and family rent can occur only if all factors related to income and family circumstances are verified. MDPHA will comply with the most recent HUD guidance on verification requirements. MDPHA will utilize the verification guidelines under PIH Notice 2010-19 (issued May 17, 2010), Verification Guidance, and PIH 2010-03 (issued January 21, 2010), Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by USHUD.

2. MDPHA will follow the verification hierarchy described in PIH Notice 2010-19:

   - **Level 6:** Upfront Income Verification (UIV) using HUD's EIV System. Highest (Mandatory other than applicants) Ranking is Upfront Income Verification using HUD's Enterprise Income Verification (EIV) system;
   - **Level 5:** Upfront (Optional) Income Verification (UIV) using non-HUD system such as the Work Number;
   - **Level 4:** Written Third-Party (High) (Mandatory to supplement EIV reported income and when EIV has no data available. Mandatory if applicant/participant disputes EIV reported income and is unable to provide acceptable documentation). This does include documents issued by a third party and may be hand delivered by the applicant or participant;
   - **Level 3:** Written Third-Party Form: (Medium –Low) Mandatory if written third party verification documents are not available or rejected by MDPHA; and when the applicant or participant is unable to provide acceptable documentation.
   - **Level 2:** Oral Third Party Verification: (Low) Mandatory if written third party verification is not available.
   - **Level 1:** (Low) Use as a last resort when unable to obtain any type of 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.

3. 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.

4. 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.

5. 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)).

6. 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.

7. 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.

8. 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) business 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 (See Chapter II, (J), (4) – Criminal Activity for additional details):

    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, employees of MDPHA or any other Miami-Dade County personnel or official.

d. An 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, may 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, employees of MDPHA or any other Miarni-Dade County personnel or official.

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

Prior to MDPHA's decision to send a notice terminating assistance, 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. See Chapter II (K) – "Applicants and Residents Claiming Mitigating Circumstance"' for additional details.

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 within 30 days from receipt of request 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. Resident's 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.

   MDPHA will schedule the hearing for the next available date within 30 days from the receipt of the request.

   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 Resident Council Representation; and

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

   If Resident Council Representation or the resident representative fail 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.

   d. In the event that the Resident Council Representative or the resident representative who lives at the development does not show up to the informal hearing, the resident may sign the "*Waiver of Panel Member for Public Housing Informal Hearing*" form in order to conduct the hearing.

E. Hearing Process for Applicants and Residents

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

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

4. At the hearing, the applicant or 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 hearing officer or Grievance Panel must verify any document provided by the applicant or resident, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance.
7. 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 members of the panel are not 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 three (3) 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). Full Time Student status will be identified by the college or vocational school. Students with approval to attend school for the next semester, either after graduation or in the summer will be considered for this income exemption;

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. Utility Reimbursements

Where the utility allowance exceeds the total tenant payment of the family, the MDPHA will provide a utility reimbursement payment through a Utility Reimbursement Card. Deposits to the Utility Reimbursement Card will be made monthly. If the family owes any sums to the MDPHA or any other housing authority, the MDPHA may use any utility reimbursement amount owed to the family as payment.

The MDPHA, at its discretion and as deemed operationally feasible may make utility reimbursement payments directly to the utility company. Such direct payment shall not require the family's consent; however, MDPHA shall inform the family immediately upon its decision to make payments directly.

G. 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.

H. 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 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. If the tenant or immediate family member is a victim of criminal activity directly related to domestic violence engaged in by a household member or guest, such criminal activity shall not be cause for eviction or termination.

4. 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.

5. 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 Division Director.

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

7. 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 that it be returned to MDPHA. Additional documentation to accompany the victim's statement or in lieu of the victim's statement may include but is not limited to:

1. 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.

2. Restraining or civil protection orders.

3. Medical records or statement from medical professional.

4. 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.

5. Court records.

6. Statements signed by 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.

7. Statement signed by counselors, if victim attended counseling.

8. Statement signed by attorney from whom the victim sought assistance in addressing domestic violence.

9. Reports, statements from police, judges and other court officials, clergy, social workers, social service agencies, or other victim service providers.

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

11. Statements signed by above-mentioned professionals must attest to the professional's belief that the incident(s) are bona fide incident(s) of abuse and must also be signed by the victim.

D. Considerations for Victims of Domestic Violence

MDPHA must consider:

1. The nature and severity of each case while exercising discretion on whether or not family members or their guests pose an actual **and** imminent threat to the health, safety, or right to peaceful enjoyment of the premises by others. Any eviction or termination of assistance taken on this basis should only be used when there are no other actions that can be taken to reduce or eliminate the threat, including but not limited to:
    a. Transferring the victim
    b. Barring the perpetrator from the property
    c. Contacting law enforcement

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

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

4. 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.

5. 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. MDPHA may collaborate with appropriate counseling and law enforcement entities to assist victims of domestic violence, including but not limited to the following services and programs for domestic violence victims:

    a. Certified Domestic Violence Centers:
        - Safespace Shelter: 305-758-2804
        - The Lodge: 305-693-1170

    b. Domestic Violence One Stop Center:
        - Coordinated Victims Assistance Center (CVAC): 305-285-5900

3. In determining if termination, removal or in some cases 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.

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

5. 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.

6. 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.

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

Revised 3-25-11

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.

Bifurcate
As defined by 24 CFR 5.2003:
To divide a lease as such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

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.

Dating Violence
As defined by 24 CFR 5.2003:
Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- the length of the relationship;
- the type of relationship;
- and the frequency of interaction between persons involved in the relationship.

As defined by the State of Florida:
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.

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.

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
As defined by 24 CFR 5.2003:
Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
As defined by the State of Florida:
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.

Immediate family member
As defined by 24 CFR 5.2003:
A spouse, parent, brother, sister, child, or any other person living in the household and related by blood or marriage.

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
As defined by 24 CFR 5.2003:
To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate; and in the course of, or as a result of, such acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.
As defined by the State of Florida:
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

Effective 3-1-2010

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

Effective 3-1-2010

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** patl 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 abîme. 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 Sekirite: _____-____-_____

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 koté w te aprann de pwogram sa-a?
☐ De sant médikal w oubyen de yon lot sant santé / Kiyès? _____
☐ 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 Mouri (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 lôt 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

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/dupiex ☐ Apto./condo (Piso: ____) ☐ Casa móvil/trailer
☐ Pensión ☐ Enfermería

Dirección:_____ Numero de Apto.:_____

Ciudad:_____ Código Postal:_____

Dirección de correo (si es diferente a la de ariba): _____

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 neces arios)

☐ 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

MIAMI-DADE PUBLIC HOUSING AGENCY

REASONABLE ACCOMMODATION POLICIES AND PROCEDURES

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

APPENDIX IV

Effective 3-1-2010

TABLE OF CONTENTS

INTRODUCTION.....1

Policy Statement.....1

Legal Authority.....1

Monitoring and Enforcement.....2

General Reasonable Accommodation Policy Information.....2

DEFINITIONS.....4

AUXILIARY AIDS AND EXAMPLES OF REASONABLE ACCOMMODATIONS.....5

FUNDAMENTAL ALTERATIONS TO THE PROGRAM OR UNDUE FINANCIAL AND ADMINISTRATIVE BURDEN.....7

ESSENTIAL OBLIGATIONS OF TENANCY.....8

TYPES OF ACTIONS CONSIDERED TO BE A FUNDAMENTAL ALTERATION.....9

REASONABLE ACCOMMODATION PROCEDURES.....10

Initial Reasonable Accommodation Procedures.....10

Notification to Applicants/Residents/Program Participants Regarding Reasonable Accommodation Requests.....10

Making a Reasonable Accommodation Request.....11

Determining Whether to Provide the Accommodation.....15

Guidelines for Determining Reasonableness.....16

Reasonable Accommodation Grievances and Appeals.....16

Discontinuation of Reasonable Accommodation.....17

Application and Waiting List.....17

Mitigating Circumstances.....18

Disability-Related Activities and Reasonable Accommodations Unique Unique To the Section 8 Program.....19

MDPHA PUBLIC HOUSING ASSISTIVE ANIMAL POLICY.....21

SECTION 8 ASSISTIVE ANIMAL POLICY.....22

LIVE-IN AIDES.....23

TRANSFERS.....25

FORMER USERS OF ILLEGAL DRUGS.....26

ALCOHOLISM.....28

EMERGENCY EVACUATION.....29

OTHER MIAMI-DADE PUBLIC HOUSING AGENCY PROGRAMS AND SERVICES 30

MIAMI-DADE COUNTY ADA GRIEVANCE PROCESS.....31

ACKNOWLEDGEMENTS.....32

FORMS.....33

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.

[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

---

[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

---

[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

---

[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.

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

---

[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.

---

[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: _____

242

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 cornplaint 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.

SECTION 8 ADMINISTRATIVE PLAN

FOR THE

MIAMI–DADE PUBLIC HOUSING AGENCY

HOUSING CHOICE VOUCHER

AND

MODERATE REHABILITATION PROGRAMS

Miami-Dade Public Housing Agency
701 NW 1st Court, 16th Floor
Miami, Florida 33136-3914

Revised 4-5-11

260

Chapter 1. Program Administration 9

1.1. Purpose of the Plan 9

1.2 Miami-Dade Public Housing Agency (MDPHA) 9

1.3 Jurisdiction of the Agency 10

1.4 Location of Office 10

1.5 Administrative Fee Reserve 10

1.6 Ann Marie Adker Consent Decree, et al v Miami-Dade County and USHUD (Adker Decree) 10

1.7 Translation of Documents and Plan for Language Assistance for Limited English Proficiency (LEP) Persons 11

Chapter 2. Eligibility for Admission and Processing of Applications 12

2.1 Affirmative Marketing 12

2.2 Waiting List Management 13

2.3 Opening and Closing of the Waiting List 17

2.4 Processing Applications for Admission 18

2.5 Administering the Applicant Waiting List 19

2.6 Qualifying for Admission 19

2.7 Denial of Assistance 24

2.8 Applicants and Tenants Claiming Mitigating Circumstances 26

2.9 Qualified and Unqualified Applicants 28

2.10 Preferences 29

2.11 The Applicant Selection System 30

2.12 Interviews and Verification Process 31

2.13 Screening Applicants for Admission 36

2.14 Applicant Responsibilities 36

2.15 Domestic Violence, Sexual Assault/Battery, Dating Violence or Stalking 37

Chapter 3. Non-Waiting List Issuance and Special Programs 40

3.1 Displacement Due to Governmental Action 40

3.2 Relocation....40
3.3 Settlement of Lawsuits....40
3.4 Preservation Housing....40
3.5 Veterans Assisted Supportive Housing (VASH)....40
3.6 Family Unification Program (FUP)....41
3.7 Other Specialized Allocations....42
3.8 Change of Program Issuance....42
Chapter 4. Issuing Housing Vouchers....42
4.1 Issuing and Briefing....42
4.2 Type of Assistance....43
4.3 Term of Voucher....43
4.4 Extensions of Term....44
4.5 Suspensions....44
Chapter 5. Occupancy Policies....44
5.1 Subsidy Standards....44
5.2 Changes in Family Composition....46
5.3 Foster Children....48
5.4 Live-In Aide....48
5.5 Medical Equipment....48
5.6 Family Absences from Unit....48
5.7 Family Break-up....49
5.8 Remaining Family Member....49
Chapter 6. Citizen and Immigration Status....50
6.1 Submission of Documents and Verification....50
6.2 Provision of Notice....50
Chapter 7. Determination and Verification of Annual Income....50

7.1 Overview 50

7.2 Annual Income 51

7.3 Exclusions from Income 52

7.4 Adjusted Annual Income 54

7.5 Enterprise Income Verification (EIV), Third Party Verification, and Factors Affecting Eligibility and Family Rent 54

Chapter 8. Payment Standard and Housing Assistance Payments 57

8.1 Payment Standard 57

8.2. Exception Payment Standard 57

8.3 Calculating Housing Assistance Payments 57

8.4 Reasonable Accommodation 58

Chapter 9. Rent Comparability and Reasonableness 58

9.1 Comparability 58

9.2 Initial Determination of Rent 59

9.3 Documentation and Record Keeping 59

Chapter 10. Housing Quality Standards and Inspections 60

10.1 Initial Inspections 60

10.2 Annual Inspections 60

10.3 Complaint Inspections 62

10.4 Quality Control Inspections: 62

10.5 Ongoing Maintenance required for Compliance with 24 CFR Part 35, Lead-based Paint 62

10.6 Extensions of Time to Cure Inspection Violations 62

Chapter 11. Utilities 63

11.1 Utility Allowance Schedule 63

11.2 Utility Reimbursements 63

11.3 Tenant-Responsible Utilities 63

Chapter 12. Security Deposits and Late Fees 63

12.1 Security Deposits 63

12.2 Late Fees 64

Chapter 13. Tenancy Approval 64

13.1 Documents to be Submitted 64

13.2 Approval of Assisted Tenancy and Approval to Move In 65

13.3 Use of Unit for Business 65

Chapter 14. Housing Assistance Payments 66

14.1 HAP Contract and Lease Termination 66

14.2 Right to Recoup Amounts Paid 66

14.3 Reduction or Termination of HAP Contract for Insufficient Funding 67

Chapter 15. Annual and Interim Re-certification 67

15.1 Annual Re-certification 67

15.2 Interim Re-certifications 69

Chapter 16. Family Moves 69

16.1 Tenant Notice 69

16.2 Mutual Lease Termination 70

16.3 Owner Responsibility on Tenant Move-Out 70

Chapter 17. Tenant Rents and Owner Rent Increases 70

17.1 Tenant Rents 70

17.2 Rent Increases 70

Chapter 18. Portability 71

18.1 Moving out of the MDPHA's Jurisdiction 71

18.2 Absorption of Incoming Portables 71

Chapter 19. Family Self-Sufficiency Program 72

19.1 Overview 72

19.2 Selection and Screening 72

19.3 Contract of Participation: Term and Conditions 72
19.4 Individual Training and Services Plan 73
19.5 Services Provided under FSS 73
19.6 The Escrow Account 73
Chapter 20. Expanding Housing Opportunities 73
20.1 Overview 73
20.2 Outreach to Owners and Owner Referral Lists 74
20.3 Information Assistance for Voucher Families 74
Chapter 21. Providing Information and Complaints 75
21.1 Florida Public Records Act 75
21.2 Information to Owner 76
21.3 Complaints 76
Chapter 22. Transfer of Ownership 77
Chapter 23. Foreclosure 77
Chapter 24. Disapproval of Owners: Conditions 77
Chapter 25. Project-based Voucher Program 78
25.1 Overview 78
25.2 Administration of Project-based Program 80
25.3 Agreement to Enter into Housing Assistance Payments Contract 82
25.4 New Construction or Rehabilitation Phase 83
25.5 Housing Assistance Payments (HAP) Contract 84
25.6 Management Phase 85
Chapter 26. Homeownership under Housing Choice Voucher 86
26.1 Overview 86
26.2 Eligibility of Family 87
26.3 Income Requirements 88

26.4 Income and Credit Verification 88
26.5 Homebuyer Education and Counseling 89
26.6 Eligible Housing 89
26.7 Loan Qualification and Application Process 90
26.8 Housing Search 91
26.9 Down Payment Requirement 91
26.10 Program Requirements 91
26.11 Housing Assistance Payments 91
26.12 Financing and Payments 92
26.13 Inspections Requirements 92
26.14 Insurance Requirements 93
26.15 Sales Contract 93
26.16 Family Obligations 93
26.17 Portability 94
26.18 Default and Termination of Assistance 94
26.19 Continuation of Assistance 94
26.20 Down Payment Assistance and Other Program Issues 94
Chapter 27. Termination of Assistance 94
27.1 Grounds for Termination of Assistance 94
27.2 Notice 97
Chapter 28. Policies Concerning Repayment of Amounts Owed to the MDPHA 97
28.1 Standards for Repayment 97
28.2 Exceptions 97
Chapter 29. Informal Hearing and Review Procedures 97
29.1 Participant Hearings 97
29.2 Applicant reviews 99

Chapter 30. Fair Housing and Equal Opportunity and Grievance Procedures 101

30.1 Non-discrimination Policy.....101

30.2 Processing Discrimination Complaints and Reasonable Accommodation Requests 101

Chapter 31. Special Rules for Moderate Rehabilitation 102

31.1 Transfer and Waiting List Referrals.....102

31.2 Condition of Units.....104

31.3 Valid Rejections of Offered Units.....104

31.4 Changes to Family Composition.....104

31.5 Transfer Policy.....105

31.6 HQS.....106

31.7 Occupancy Standards.....106

31.8 Single Room Occupancy (SRO) and Shelter Plus Care Programs.....106

ATTACHMENTS.....107

ATTACHMENT A. DEFINITIONS.....108

ATTACHMENT B EFFECTIVE COMMUNICATION POLICY

ATTACHMENT C REASONABLE ACCOMMODATION POLICY AND PROCEDURES

MIAMI-DADE PUBLIC HOUSING AGENCY

ADMINISTRATIVE PLAN
HOUSING CHOICE VOUCHER PROGRAMS

Chapter 1. Program Administration

1.1. Purpose of the Plan

This Administrative Plan is a supporting document to Miami-Dade Public Housing Agency's (MDPHA) Public Housing Agency (PHA) Plan. It shall be available for public review during regular office hours Monday through Friday at its main administrative offices located at 701 NW 1st Court, 16th Floor, Miami, Florida 33136-3914.

The purpose of this Administrative Plan is to establish written policies in accordance with the United States Department of Housing and Urban Development (USHUD) regulations in regards to matters which are not covered under the USHUD regulations, but left to local discretion, for the Housing Choice Voucher and the Moderate Rehabilitation Programs (unless specifically stated as being solely a Moderate Rehabilitation Program requirement, all references to these programs are referred to as the "Housing Choice Voucher" Program). The programs are established under Section 8 of the United States Housing Act of 1937. The regulations that govern the programs are documented in 24 Code of Federal Regulations (CFR) Parts 5, 982, and other applicable regulations promulgated by the USHUD.

The goal of this Administrative Plan for the Housing Choice Voucher and Moderate Rehabilitation Programs is to achieve three major objectives:

1. To provide improved living conditions for low income families while maintaining their rent payments at an affordable level;

2. To provide decent, safe, and sanitary housing for eligible program participants; and

3. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.

In addition this Plan advocates the following:

1. Protection of the rights of owners and participants in all neighborhoods

2. Protection of low income working families assisted through the Housing Choice Voucher Program from inflated rents

3. Provision to any resident of Miami-Dade County who wants access to a copy of this Plan and to explain how to file complaints

4. Ensure Housing Choice Voucher Program owners meet all financial obligations to local governments

5. Requires owners and tenants to meet requirements of federal housing regulations and this Administrative Plan

1.2 Miami-Dade Public Housing Agency (MDPHA)

Miami-Dade County, the local government entity responsible for affordable housing programs, administers the Housing Choice Voucher Programs through one of its departments, the Miami-Dade Public Housing Agency, hereafter referred to as "MDPHA." Any policy revisions to this Administrative Plan after its adoption requires approval from the Miami-Dade Board of County Commissioners or other authorized MDPHA officials.

Administration of the Housing Choice Voucher programs shall comply with applicable Federal, State and local law, the Housing Choice Voucher regulations, handbooks, and policies promulgated by USHUD, and other federal laws including 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.

1.3 Jurisdiction of the Agency

MDPHA has jurisdiction throughout all of incorporated and unincorporated Miami-Dade County for the Housing Choice Voucher Program. Although several housing agencies have been established within the various municipalities of Miami-Dade County, federal regulations allow the Voucher holder (also known as Housing Choice Voucher participant) to use the assistance anywhere there is a housing agency or authority implementing the Housing Choice Voucher program (see Chapter 18 on "Portability").

1.4 Location of Office

The main office for the Housing Choice Voucher Program (HCV) is located at 7400 NW 19th Street, Bay H, Miami, FL 33126, where HCV applicants and program participants are served. If the office serving HCV clients changes, the MDPHA will so notify the affected tenants. The MDPHA offices shall be accessible to persons with disabilities.

1.5 Administrative Fee Reserve

Federal regulations require the Board of County Commissioners establish the maximum amount of Annual Contributions Contract (ACC) funds that may be charged against the administrative fee reserve *without specific* Board approval. However, the MDPHA will request Board approval to access the administrative fee reserve in the ACC for awards and contracts exceeding $100,000.

1.6 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:

1. 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;

2. Maintain the current Adker-related provisions in the Miami-Dade Public Housing Agency's Admissions and Continued Occupancy Policy (ACOP) and Section 8 Administrative Plan;

3. Designate a person(s) or division within the Agency to be responsible for ensuring compliance with the terms of Board's resolution; and

4. Provide any reports required by the Board, the Mayor or the Mayor's designee.

1.7 Translation of Documents and Plan for Language Assistance for Limited English Proficiency (LEP) Persons

Executive Order 13166, "Improving Access to Services for Person with Limited English Proficiency", published on August 16, 2000, at 65 CFR 50121, requires every federal agency and its funding recipients including MDPHA to provide Limited English Proficiency (LEP) persons with meaningful access to the benefits, services, information, and other important portions of its programs and activities for LEP individuals and therefore comply with Title VI regulations.

Language for Limited English Proficiency (LEP) persons can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities.

The MDPHA is committed to ensuring the accessibility of its programs and activities to all eligible applicants and program participants, including LEP persons. MDPHA staff shall ensure responsible steps are taken to provide high quality customer service and meaningful access to its programs and services to all eligible LEP persons by implementing the following activities:

1. When adult family members are LEP persons, staff will request the adult member to show the *Language Identification Flashcard*, created by the Census Bureau, if necessary, in order for the family to identify what language they speak. The MDPHA will identify staff or agencies fluent in Spanish, Creole, and American Sign Language to assist LEP applicants or tenants. For other languages, an interpreter will be contacted to assist staff in serving the family.

2. The primary language of all applicants and tenants will be identified in computer and tenant files to ensure appropriate resources are identified to provide assistance to LEP families, where applicable, with their appointments and interviews.

3. When the number of families speaking a non-English language exceeds five percent (5%) or 1,000 persons, whichever is less, of the number of persons eligible to be served or likely to be affected or encountered, the MDPHA translates vital documents into this language. Vital is defined as those documents addressing safety, participant rights, participant obligations, and communication regarding the loss of housing (i.e., eviction or program termination). The MDPHA has identified Spanish and Creole as a non-English language exceeding five percent (5%) of the program participants.

4. When the number of families speaking a non-English language exceeds 5% or 1,000, whichever is less, of the number of persons eligible to be served or likely to be affected or encountered, the MDPHA will actively recruit staff that speak, read and write this language. The MDPHA has identified Spanish and Creole as a non-English language exceeding 5% of the program participants.

5. The MDPHA will post signs in public places in languages known to be spoken by LEP applicants and participants to inform them help is available in their own language.

6. The MDPHA will provide training to new and current staff at employee orientation and annually regarding their role in assisting LEP families and to disseminate current information about resources available for LEP families and how to access these resources.

7. The plan shall be updated as required to comply with Executive Order 13166.

Chapter 2. Eligibility for Admission and Processing of Applications

2.1 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 by lottery.

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

   A. Notice to churches, synagogues, and other places of worship,

   B. 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;

   C. Notice to agencies that assist the elderly or disabled;

   D. Public service announcement on radio or television;

   E. Announcement at public meetings; and

   F. Any other methods deemed appropriate to increase the scope of outreach for eligible applicants.

2. Marketing and informational materials will:

   A. Comply with Fair Housing Act requirements on wording, logo, etc.;

   B. Describe the application process, waiting list and preference structure accurately;

   C. Use clear and easy to understand terms and distribute in more than English-language print media;

   D. 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;

   E. Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and

   F. Be clear about MDPHA's responsibility to provide reasonable accommodations to people with disabilities.

2.2 Waiting List Management

MDPHA has a community-wide open enrollment that is organized by one waiting list with separate rankings for two programs, one for Project-based programs and another for Tenant-based programs:

1. The Project-based programs include the following:

   A. Conventional Public Housing, including Assisted Living Facilities

   B. County–owned Section 8 New Construction (*)

   (*) 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 programs include the following:

   A. The Housing Choice Voucher Program, and all targeted programs including but not limited to,

   B. Family Unification Program;

   C. Mainstream Vouchers for Non-Elderly Persons with Disabilities; and

   D. Project-Based Voucher Program.

   E. Moderate Rehabilitation (applicants for this program will be chosen from both the Tenant-based and Project-based rankings)

3. An additional waiting list, ranked through a computerized lottery system, was established exclusively for former residents of Scott/Carver Homes to return to the HOPE VI Target area.

4. Position on Waiting List

   For the Project-based programs, each applicant will be categorized by the type (e.g., general occupancy, elderly designated buildings, elderly and individuals with disability 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.

5. Movement on the Waiting List

   A. Each applicant moves up the waiting list in sequence, based upon:

      1) A neutral lottery system that determines the applicant's ranking on each waiting list by program.

      2) Local preference.

      3) Type and size of unit required.

When an applicant reaches the top for the Project-based program, 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.

B. Making Housing Offers to Eligible Applicants

1) MDPHA has divided the Project-based properties within Miami-Dade County into geographical zones for purposes of making housing offers or units may be offered at the applicant's choice of countywide-based availability.

2) To ensure 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.

a. Eligible applicants may receive a list of available units to select their choice within five calendar days. Their choice must be brought in person to the Applicant Leasing Center. No faxes or applications sent by mail will be accepted.

b. Applicants will receive a housing offer letter for the unit of their choice. If the unit is not available, the applicant will be asked to select another unit from the available list. If the applicant fails to select an available unit, their name will be removed from the waiting list.

c. 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 fails to respond, their name will be removed from the waiting list.

d. 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.

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

f. 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 tenant-based assistance, 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.

6. Changes to Family Composition

Changes to the family composition shall be considered and documented at the time of the initial certification of eligibility for the Housing Choice Voucher Program.

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

1) Spouses, co-heads, or domestic partners, 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.

2) 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

1) MDPHA will consider approval of a written request for a live-in aide (see definition in Attachment A) 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 Attachment C, Reasonable Accommodation Policies and Procedures.

2) 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.

3) 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.

4) 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 voucher. 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 Attachment C, Reasonable Accommodation Policies and Procedures).

5) Under extraordinary circumstances, upon approval of the MDPHA, 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.

a) The live-in aide must provide the following documents as part of the admission criteria described in this chapter:
- Proof of identity
- Verification of birth date

- Social security number,
- Other documents as may be required by USHUD

b) Additionally, the live-in aide will be asked to sign forms which include but is not limited to the following:
- Live-in Aide Agreement
- Authorization to Check Information
- Authorization to Obtain Criminal Background
- Authorization for the Release of Information/ Privacy Act Notice (Form HUD-9886)
- Debts Owed to Public Housing Agencies and Terminations (Form HUD-5267)
- What You Should Know About EIV (Form by HUD)
- MDPHA will verify information of the live-in aide through EIV for debt owed to another housing authority or program, or whether a prior termination has been cleared.

c) The live-in aide individual may be denied for the following reasons:
- Commits/committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The screening process shows a pattern or prior history within the last ten (10) years of engaging in drug or 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.
- 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.
- A sex offender according to State Laws. 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.

6) An eligible live-in aide may be granted up to one (1) additional bedroom if approved as a reasonable accommodation.

C. Removals from the Family Composition:

1) Applicants:
   a. 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.

   b. If the adult family member is unable to provide the notarized statement agreeing to removal from the family composition, 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).

2) Resident (continuous assistance):

   a. 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 (2) 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 the new address. MDPHA, at its discretion, may request additional documentation to verify the permanent relocation of the family member requesting removal.

b. If the adult family member is unable to provide the notarized statement agreeing to removal from the household, 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. Removal of Applicant Names from Waiting List

1) If an applicant does not respond to notices of scheduled appointments or to Agency correspondence, even if no correspondence was received by the applicant because of a change in address, the applicant's name will be removed from the waiting list.

2) While each applicant is responsible for keeping MDPHA apprised of changes in address, phone number, income or other circumstances, no applicant shall be removed from the applicable waiting list (project or tenant-based) from which he/she has been called, except when one of the following situations occur:

a. The applicant receives and accepts an offer of housing for project-based assistance from the project-based list or is issued a voucher for tenant-based assistance from the tenant-based list;

b. The applicant requests that his/her name be removed from the project or tenant-based list.

2.3 Opening and Closing of the Waiting List

1. Timing

A. MDPHA may elect to dissolve the waiting list as needed. Once the waiting list is dissolved, applicants regardless of their ranking on the old waiting list, if applicable, must submit new applications during the open registration period in order to be added to the new waiting list. Notwithstanding the dissolution of the waiting list, applicants who are being processed prior to dissolution of the waiting list will continue to be processed by MDPHA.

B. One lottery is conducted for the tenant-based waiting list and another lottery is conducted for the project-based programs. Ranking for each list is done through a computerized application and is verified by a neutral third party.

C. MDPHA may elect to open the waiting list if there are insufficient applicants for a particular bedroom size, type (e.g., general occupancy, elderly designated buildings, accessible or non-accessible, Assisted Living Facilities (ALF)), 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.

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 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 is determined ineligible, the applicant is entitled to an informal review.

2.4 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 Section 29.2, (Applicant reviews).

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 application and ranking number, 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:

1) The desires of the family;

2) The interest of minor children, or disabled or elderly family members;

3) Any instance of actual or threatened physical violence against a family member by another family member;

4) Which family members were part of the original application for assistance; or

5) If a court determines property disposition between the family members, MDPHA will abide the court's determination.

2.5 Administering the Applicant Waiting List

Applications for admission will be processed centrally. Initial intake, screening, and voucher issuance will be made by the MDPHA.

2.6 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/she meets all of the following criteria:

A. Is a family, as defined in the Appendix A

B. Meets USHUD requirements on citizenship or immigration status as described in item # 3 below;

C. Is within USHUD's established income limits for new applicants or continually assisted tenants;

D. Provides documentation of Social Security numbers for all family members, except for those individuals who do not contend that they have eligible immigration status (as described in item # 4 below-Mandatory Social Security Numbers).

E. Provides documentation validating identity of each adult or emancipated minor.

F. A full or part-time student at an institution of higher education is not eligible for the program if they also meet the following criteria:

1) is under the age of 24;

2) is not a veteran of the U.S. military;

3) is unmarried;
4) has no dependent children;

5) is not a person with a disability; and

6) is not otherwise eligible, or has parents who, individually or jointly, are not income eligible for the program.

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 family member 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 prorated 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 Notice of Section 214 Requirements form must be signed by all applicants. Documents to verify citizenship or immigration status may be required as indicated below.

C. A citizen/national may submit one of the following documents:

1) U.S. Passport
2) U.S. Birth Certificate
3) Puerto Rican Birth Certificate (will only be accepted if issued after July 1, 2010)
4) Certificate of Citizenship
5) Naturalization Certificate
6) Voter's Registration
7) Other documents as may be required by USHUD

D. A noncitizen (eligible immigrant) 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:

1) Permanent residents: Permanent Resident Card (Form I-551), also known as the "Green Card."

2) Asylees: Asylum Approval Notice, Employment Authorization Document (EAD), or Arrival-Departure Record (Form I-94), along with government-issued ID card with photo.

3) Refugees: Refugee Approval Notice or Employment Authorization Document (EAD).

4) 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 prorated 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).

4. Adult or emancipated minor applicants that do not contend immigration status will be required to confirm their identity providing the following documents:

- Foreign passport
- Foreign driver's license
- Birth Certificate
- Identification card issued in US
- Military identification card
- Other documents as may be required by USHUD

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 SAVE) 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:

1) That the family has a right to request an appeal to INS of the results of the verification of immigration status;

2) That the family has the right to request an informal hearing with MDPHA upon completion of the INS appeal;

3) That housing assistance may not be denied or terminated until the conclusion of the INS or MDPHA appeal process; and

4) 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 31, 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 31, 2010, except for those 62 years or older as of January 31, 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 USHUD or Social Security Administration (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

1) Initial Disclosure: Each participant whose initial determination of eligibility began before January 31, 2010, except for those age 62 or older as of January 31, 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:

a. Not previously disclosed a SSN to MDPHA; or
b. Previously disclosed an SSN that USHUD or SSA determined was invalid; or
c. Been issued a new SSN.

2) 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 (6) 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:

1) A valid SSN issued by SSA, or

2) 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 or obtain information is available at www.socialsecurity.gov or 800- 772-1213.

D. Time frame to submit documents to confirm the SSN

1) 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.

2) Program Participants: Next annual or interim reexamination or within 90 days of request date, or 120 days for participants 62 years or older.

3) 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

1) 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).

2) 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

1) A single member household without citizenship or immigration status is not eligible for assistance and shall not be admitted into the program.

2) 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. Required documentation validating identity of each adult or emancipated minor:

- State issued driver's license (current and unexpired)
- State issued identification card (issued within the last ten years)
- U.S. passport (current and unexpired)
- US issued immigration verification documents that contain a picture of individual (issued within the last 10 years)
- Military identification card
- Other documents as may be required by USHUD

6. 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.

2.7 Denial of Assistance

1. Eviction or Termination from Federally Assisted Housing

MDPHA shall deny assistance if any household member has been evicted from subsidized housing or experienced involuntary termination from residential assistance programs (taking into account date and circumstances) for a period of five (5) years from the end of participation.

2. Monies Owed

Assistance will be denied in the following circumstances unless the family can provide proof of debt cancellation or reversal of the adverse termination within ten (10) days of notice.

A. If the applicant or any member of the applicant family currently owes rent or other amounts to MDPHA or any other housing agency in connection with Section 8 or public housing assistance under the 1937 Act, or any applicant who previously lived in public housing or an assisted unit and vacated leaving an unpaid balance, will not be offered assistance until the outstanding balance is paid in full.

B. If the applicant or any member of the applicant family has not reimbursed any housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

C. If the applicant or any member of the applicant family breaches an agreement with any housing agency to pay amounts owed to the housing agency, or amounts paid to an owner by the housing agency.

3. Abusive Behavior

If the applicant or any member of the applicant family has engaged in physical or verbal abuse, or threatened abusive or violent behavior , including but not limited to the use, attempted use, or threatened use of physical force, toward MDPHA personnel or any other Miami-Dade County personnel or official within five (5) years of eligibility determination. Applicants being denied housing for abusive behavior must be reviewed and approved by the Director of Applicant Leasing Center.

4. Criminal Activity

A. 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 (for subsidized housing), 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.

B. An 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 may not result in denied assistance, except for cases specified in Chapter 27.1, or when there is a history or pattern of repeated arrests, or when such activity threatens health, safety, or right to peaceful enjoyment.

C. 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 for minors available to MDPHA by operation of law will be released to the head of household, parent or legal guardian of the minor, upon request.

D. MDPHA may propose to deny assistance in the following instances whether the person had been arrested or convicted.

1. Ten (10) years from date of arrest for criminal activities under the One Strike Policy:

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

b. 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 (3)(c) below.

c. 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.

d. 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.

e. 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.

2. Ten (10) Years for Other Non-criminal Activities:

   a. Failing financial obligations (e.g., monies owed, paying rent (for subsidized housing) and utilities) in subsidized housing. If the applicant had difficulty meeting financial obligations, MDPHA may consider mitigating circumstances.

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

   a. 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 property.

4. Permanently:

   a. Methamphetamine manufacturers on premises of federally assisted housing.

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

   c. Violent-related, including but not limited to murder, arson, aggravated 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.

2.8 Applicants and Tenants Claiming Mitigating Circumstances

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

2. Mitigating circumstances are facts relating criminal history, that, when verified, indicate: (1) the reason for the unsuitable criminal history or behavior; and (2) that the reason for the unsuitable criminal history or behavior is no longer in effect or is under control, justifying admission or continued assistance. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

3. If the applicant or tenant asserts that mitigating circumstances relate to a disability, medical condition or treatment, the MDPHA shall evaluate the evidence and verify the mitigating circumstance. The 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 Policies and Procedures document under Attachment C of this Plan), which will be used by the MDPHA as the source document to process reasonable accommodation requests for persons with disabilities.

In its decision to deny assistance, the 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. The MDPHA, if it admits such a family to the program, may impose as a condition of assistance, the requirement that family members who participated in or were culpable for the action or failure to act will not reside in the assisted unit, upon approval of the MDPHA or hearing officer.

4. 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.

5. The factors below will be taken into consideration, as well as any pattern of repeated engagement in criminal activity. These factors are not the only allowable mitigating circumstances. The MDPHA will consider other mitigating circumstances as appropriate. Providing documentation of mitigating circumstances as described below is the responsibility of the family. It is incumbent upon the family to provide documentation, evidence and any and all other third party proof at any time, including but not limited, to the investigation interviews, appointments with the MDPHA staff, at the time of the informal review or within the time limit set by the hearing officer to provide substantiating information challenging the recommendation to deny assistance.

   A. Request to Remove Family Member with One-Strike Policy Violation

   The applicant or tenant may request removal of the offending family member permanently from the family composition and the family member may not remain on the application nor reside in the Housing Choice Voucher unit in order for the family to be assisted in the program. If the offending family member(s) is not removed, then the entire family shall be recommended for denial of assistance from the Program. In circumstances where the offending family member is the head of household, the entire family shall be recommended for denial of assistance from the Program.

   B. Non-Violent Charges Involving Firearms

   Charges limited to the specific crime of illegal possession or unlawful display of firearm shall not constitute a violation of the One Strike Policy.

   C. Prior Criminal History

   In cases of multiple prior charges of one or more family members where the disposition of the cases was dropped, nolle prosse, no action, not guilty, acquitted, dismissed or not prosecuted by the court or State Attorney's Office, the MDPHA or its authorized contractor may take both the family and individual family member's history and/or outcome into consideration at arriving at a final determination whether to deny assistance. See Section 2.7 (4) – Criminal Activity.

   D. Violation of Peaceful Enjoyment

   The MDPHA may consider all circumstances relevant to a particular case, such as the seriousness of the offending action, the extent of participation by the head of household or household member(s) in the offending activity and the extent to which the head of household or household member(s) has shown personal responsibility to prevent or mitigate the offending action. Upon determination by the hearing officer or the MDPHA may require a family to exclude

a household member in order to receive housing assistance, where that household member has participated in or been culpable for the action or failure to act that warrants denial of assistance.

E. Substance Abuse Rehabilitation

Upon determination by the hearing officer, or the MDPHA, whether to recommend denial of assistance for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, may consider whether such household member was remanded by the court and is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the MDPHA shall require the applicant or tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

F. Domestic Violence

Other documents may be submitted in lieu of HUD form 50066, or in addition to the certification form. The MDPHA or its authorized contractor will allow the perpetrator of the domestic violence, dating violence, or stalking to be removed from the household at the request of the family member who is the victim. See Section 2.15 – Domestic Violence, Sexual Assault/Battery, Dating Violence or Stalking and the Attachment of Definitions to this Plan for additional details.

6. Examples of mitigating circumstances may include:

   A. 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;

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

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

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

7. Consideration of mitigating circumstances does not guarantee that the family will qualify for admission or continued assistance. The 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 or resident's record.

2.9 Qualified and Unqualified Applicants

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

1. Eligibility of the applicant as a family,

2. Eligibility of the applicant with respect to income limits for admission;

3. Eligibility of the applicant with respect to citizenship or eligible immigration status;

4. Unit size required for and selected by the family; and

5. Qualification of the applicant with respect to the selection criteria

Qualified families will be notified by the MDPHA of the approximate date of admission insofar as that date can be determined; however the date stated by the MDPHA is an estimate and does not guarantee that applicants can expect to be housed by that date.

Applicants who do not respond within thirty (30) days to a notice of ineligibility to receive program benefits, or 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 will be removed from the Tenant-based or Project-based Waiting List, as applicable, unless he/she requests an informal review by contacting MDPHA in writing within thirty (30) days of the notice. If an applicant does not respond because of the family member's disability, the MDPHA will review and recommend whether to reinstate the applicant to the family's former position on the waiting list in accordance with the MDPHA's Reasonable Accommodation Policies and Procedure (Attachment C of this plan).

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

In the event an applicant's hearing does not occur prior to the dissolution of the existing waiting lists, then no hearing will be afforded to the applicant because the relief upon which they have appealed, i.e., to be reinstated, cannot be legally provided by the MDPHA.

Eligible applicants, who are known to have a disability, but fail to meet the applicant selection criteria 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 would make it possible for them to be housed in accordance with the screening procedures. MDPHA will review such claims in accordance with MDPHA's Reasonable Accommodation Policies and Procedure (Attachment C of this plan).

2.10 Preferences

The Quality Housing and Work Responsibility Act of 1998 no longer require the MDPHA to consider federal preferences in its selection and admission process. Local preferences to the extent authorized by law may, however, be established following public hearings. Should such local preferences become established, this Administrative Plan shall be revised accordingly. Local preferences shall be supported by third-party verifications deemed appropriate by MDPHA.

1. Preferences to Disaster-Affected Families

   Families who are Public Housing residents or Housing Choice Voucher holders from another jurisdiction and who are displaced by federally declared disasters will receive preference over other waiting list placeholders, subject to USHUD's approval. The MDPHA may use existing available Public Housing units to assist either displaced Public Housing or voucher participants affected by the disaster. If the family arrives without any documentation, the MDPHA will obtain the name and social security number of the Head of Household and verify current eligibility by calling the Real Estate Assessment Center (REAC) at 888-245-4860.

2. Veterans

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

A. A veteran is a person who:

1) Had at least 180 days of regular active duties and was honorably discharged or released; or

2) 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

3) Served in a war conflict and was awarded a Purple Heart or became disabled, regardless of completion of days of active duty.

B. Veteran status extends to spouses, widows, widowers and parents of the military killed during a time of war.

C. 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.

3. Project Based Voucher Right of First Refusal of Scott Carver HOPE VI Residents

Former Scott Carver HOPE VI residents will have the right of first refusal for the Project Based Voucher (PBV) properties in the HOPE VI target area. The former residents must meet all other eligibility criteria in the Scott/Carver HOPE VI Return Policy.

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 relax eligibility or screening criteria to admit otherwise unqualified applicants with a preference.

Applicants requesting a preference should be properly coded on the waiting list.

2.11 The Applicant Selection System

The factors that may affect applicant selection are described below:

1. Tenant Based Programs

The number of applicants selected will be based on the availability of assistance. The USHUD funding levels are generally not sufficient to fund all allocated vouchers. A family at the top of any of the tenant-based program waiting lists may not be skipped over for a smaller family but will be admitted when sufficient funds are available to subsidize the unit selected by the family within the allowable occupancy limits.

2. Income Targeting

The MDPHA will comply with USHUD income targeting requirements indicated below or as may be amended by USHUD. At least seventy-five percent (75%) of families initially provided tenant-

based assistance in any fiscal year shall be families whose incomes do not exceed thirty percent (30%) of the area median income as established by USHUD. This income targeting requirement does not apply to:

A. Low-income families continuously assisted (as defined in Chapter 2.6 2. of this section)

B. Low-income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out

C. Moderate Rehabilitation Program

2.12 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 selected from the waiting list, 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.

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

   A. Identify of each adult or emancipated minor household member
   B. Family composition and type (elderly/disabled/near elderly /non-elderly);

   C. Annual income;

   D. Assets and asset income;

   E. Deductions from income;

   F. Local preferences;

   G. Social security numbers of all family members;

   H. Applicant screening information; and

   I. Citizenship or eligible immigration status.

   J. Current landlord references

   K. Criminal background, including any arrest due to drugs, and if registered as a sex offender

   L. Debts owed to a public housing authority and termination of assisted housing through USHUD's Enterprise Income Verification (EIV) system

   M. Housing assistance (avoiding double subsidy) by a public housing agency through USHUD's Enterprise Income Verification (EIV) system

   N. Public Records (eviction history).

3. Enterprise Income Verification (EIV) At Time of Admission

MDPHA will verify information of each household member through EIV for:

A. 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 thirty (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.

B. 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.

C. MDPHA may 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.

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. Applicant 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.

A. 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 numbers, pay stubs, and receipts will be reviewed, photocopied and included in the applicant's file.

Applicants failing to submit the documents required will be given a checklist with the missing documents and a final opportunity to provide the documents. Applicant will be notified by mail of a second and final appointment date. Applicants failing to provide requested documents at their next appointment may be subject to denial of assistance.

B. 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.

C. 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.

D. 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.

E. After MDPHA has reviewed all information with the applicant, all adult family members (see definition in Attachment A) 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* form, prior to conducting background checks.

6. Personal Declaration Form

The *Personal Declaration* form 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:

A. Household composition

B. Local preferences (if applicable)

C. Emergency contacts

D. Previous landlord references

E. Background references

F. Care of unit

G. Family income

H. Family assets

I. Child-care expenses

J. Disability assistance expenses

K. Medical expenses

L. Criminal background

7. Third Party Verifications

A. MDPHA will comply with the most recent HUD guidance on verification requirements. MDPHA will utilize the verification guidelines under PIH Notice 2010-19 (issued May 17, 2010), Verification Guidance, and PIH 2010-03 (issued January 21, 2010), Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by USHUD.

B. MDPHA will follow the verification hierarchy described in PIH Notice 2010-19:

- **Level 6:** Upfront Income Verification (UIV) using HUD's EIV System. Highest (Mandatory other than applicants) Ranking is Upfront Income Verification using HUD's Enterprise Income Verification (EIV) system;
- **Level 5:** Upfront (Optional) Income Verification (UIV) using non-HUD system such as the Work Number;
- **Level 4:** Written Third-Party (High) (Mandatory to supplement EIV reported income and when EIV has no data available. Mandatory if applicant/participant disputes EIV reported income and is unable to provide acceptable documentation). This includes documents issued by a third party and may be hand delivered by the applicant or participant;
- **Level 3:** Written Third-Party Form: (Medium –Low) Mandatory if written third party verification documents are not available or rejected by MDPHA; and when the applicant or participant is unable to provide acceptable documentation.
- **Level 2:** Oral Third Party Verification: (Low) Mandatory if written third party verification is not available.
- **Level 1:** (Low) Use as a last resort when unable to obtain any type of third party verification.

C. If Level 4 Written Verification is not available or acceptable, then Level 3 Written Verification will be requested. 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.

D. Level 2 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.

E. If oral third party verification cannot be obtained.. MDPHA must document in the file the reason(s) the third party verification was not available.

F. Level 1 tenant 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.

G. 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.

H. 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 at least one current bank statement indicating the average balance or two consecutive bank statements in order to calculate average balance for checking accounts. MDPHA will accept original documents (bank statement) to verify assets from checking and savings accounts in lieu of obtaining written or verbal 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.

I. 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:

1) The actual amount of income from assets, or

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

J. 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 at least two (2) 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.

K. MDPHA may 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.

L. 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.

M. 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.

N. Uncollected child support will not be counted as income so long as the family provides documents proving the debt uncollectible for at least 3 months.

2.13 Screening Applicants for Admission

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;

   A. To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

   B. To care for and avoid damaging the unit and common areas;

   C. To use facilities and equipment in a reasonable way;

   D. To create no health, or safety hazards, and to report maintenance needs;

   E. Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

   F. 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

   G. To comply with necessary and reasonable rules and program requirements of USHUD and MDPHA.

2. MDPHA shall complete criminal background (excluding 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; 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 (excluding 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 (excluding juvenile records) and sex offender registration background check, household members over 16 years of age or older, 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;

2.14 Applicant Responsibilities

1. Social Security Numbers

   Applicants are required to provide Social Security numbers as per Section 2.6.4.

   Social security numbers will be verified through the provision of a valid social security card or one of the following documents if it includes the Social Security number which has been verified by the issuing agency:

A. Driver's license Federal, State or Local Agency I.D.

B. Employer or Trade Union I.D. Medical Insurance Company I.D.

C. Earnings statement of payroll stub bank statements

D. IRS Form 1099 Governmental benefit award letters

E. Retirement benefit letter, life insurance policies

F. Court records verification of Social Security benefits

The MDPHA may determine other documents as adequate evidence of a valid Social Security number.

2. Documentation of Citizenship or Eligible Immigration Status

Applicants must provide evidence of citizenship or eligible immigration status as per Section 2.6.3.

3. Annual Updates and Address Changes

The applicant and participant are responsible for updating all address and family composition changes upon occurrence. If the applicant does not respond to a scheduled appointment or to MDPHA correspondence, even if the correspondence was not received because of a change of address, the applicant's name will be removed from the waiting list. If removed from the waiting list, applicants will have the right to request an informal review in accordance with this Plan.

2.15 Domestic Violence, Sexual Assault/Battery, Dating Violence or Stalking

1. 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 Appendix A.

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

2. Admission and Continued Occupancy Criteria

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

b. 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.

c. If the tenant or immediate family member is a victim of criminal activity directly related to domestic violence engaged in by a household member or guest, such criminal activity shall not be cause for eviction or termination.

d. 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.

e. 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 Division Director.

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

g. Subject to funding availability, the issuance of a Section 8 voucher may be offered to the victimized family member(s).

3. Evidence Required as Proof of Domestic Violence, Sexual Assault/Battery, Dating Violence or Stalking

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 that it be returned within 14 business days or any extension provided by MDPHA. Additional documentation to accompany the victim's statement or in lieu of the victim's statement
This evidence may include, but is not limited to:

A. 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.

B. Restraining or civil protection orders.

C. Medical records or statement from medical professional.

D. 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 visits made to the residence, copies of all tapes and reports written by officers responding to a call.

E. Court records.

F. Statements signed by 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.

G. Statement signed by counselors, if victim attended counseling.

H. Statement signed by attorney from whom the victim sought assistance in addressing domestic violence.

I. Reports, statements from police, judges and other court officials, clergy, social workers, social service agencies, or other victim service providers.

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

K. Statements signed by above-mentioned professionals must attest to the professional's belief that the incident(s) are bona fide incident(s) of abuse and must also be signed by the victim.

4. 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 pose an actual **and** imminent threat to the health, safety, or right to peaceful enjoyment of the premises by others. Any eviction or termination of assistance taken on this basis should only be used when there are no other actions that can be taken to reduce or eliminate the threat, including but not limited to:
   - Transferring the victim
   - Barring the perpetrator from the property
   - Contacting law enforcement

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.

5. Protection of Victims of Domestic Violence

A. 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.

B. MDPHA may collaborate with appropriate counseling and law enforcement entities to assist victims of domestic violence, including but not limited to the following services and programs for domestic violence victims:

   a. Certified Domestic Violence Centers:
      - Safespace Shelter: 305-758-2804
      - The Lodge: 305-693-1170

   b. Domestic Violence One Stop Center:
      - Coordinated Victims Assistance Center (CVAC): 305-285-5900

C. In determining if termination, removal or in some cases 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.

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

E. 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.

F. MDPHA must ensure that private information of victims of domestic violence is protected in accordance with Records Management provisions.

Chapter 3. Non-Waiting List Issuance and Special Programs

When USHUD awards program funding to the Agency that is targeted for families that live in specified units or for a special or targeted Housing Choice Voucher program, the MDPHA may admit a family that is not on the waiting list, or without considering the family's waiting list position upon approval of the MDPHA director or designee. The MDPHA shall maintain records showing that the family was admitted with USHUD-targeted assistance. MDPHA may issue vouchers to persons not on the waiting list in the following instances:

3.1 Displacement Due to Governmental Action

Families displaced (as defined in Attachment A of this plan) because of governmental action must be referred and verified by the Relocation Office, Miami-Dade County Housing and Community Development (HCD). The referral for Housing Choice Voucher assistance must be made within six (6) months of the displacement in order for such families to qualify for Housing Choice Voucher assistance. The MDPHA shall, at its discretion, determine the availability of vouchers for displaced persons. Written referrals may also be accepted from USHUD, appropriate federal, state and local law enforcement agencies, the State Attorney's Office, or by the courts, including requests for assistance for eligible clients under witness protection.

3.2 Relocation

Provision of Housing Choice Voucher assistance may be provided to a family being relocated if allowed under the Uniform Relocation Assistance and Real Property Acquisition Regulations for federal and federally assisted programs.

3.3 Settlement of Lawsuits

The MDPHA shall comply with any mandates settlements, or directives by a court of the United States or USHUD in relation to the issuing of vouchers to persons not on the waiting list.

3.4 Preservation Housing

Families that reside in a property covered by project-based voucher assistance in which the owner opts out or pre-pays the USHUD insured mortgage or is at or near the end of the housing assistance payment contract may be eligible for Preservation Voucher assistance. The MDPHA shall certify families eligible for Preservation Voucher housing pursuant to executed Annual Contribution Contracts (ACC's) by USHUD for mandated or targeted projects.

3.5 Veterans Assisted Supportive Housing (VASH)

To be eligible for the Veterans' Assisted Supportive Housing program (VASH), applicants must fulfill all the following criteria:

1. Be a United States Veteran

2. Be homeless, and

3. Have a severe psychiatric or substance abuse disorder.

The U.S. Department of Veterans Affairs (VA) conducts all interviews, initial applications, and monitoring of the VASH program. The VA notifies the MDPHA in writing of eligible applicants. These eligible applicants are scheduled for an appointment for possible certification under the Housing Choice Voucher Program. All Housing Choice Voucher Program regulations apply to these eligible applicants. It is the responsibility of the VA office to notify all ineligible applicants. The number of VASH Program participants shall be restricted to the number of VASH vouchers under contract to the Agency by USHUD.

3.6 Family Unification Program (FUP)

The Family Unification Program (FUP) offers tenant-based housing assistance in coordination with the State of Florida Department of Children and Family Services or other authorized child protective agency. Referrals will be families for whom the lack of adequate housing is a primary factor which would result in:

1. The imminent placement of the family's child(ren) in out-of-home care; or,

2. The delay of the child(ren)'s return to the family from out-of-home care.

"Lack of adequate housing" is defined by the federal regulation as:

1. Substandard or dilapidated housing;

2. Homelessness;

3. Displacement by domestic violence, or

4. Living in an overcrowded unit.

The program will allow families to avoid foster care placement and be unified in stable housing. Applicants for the Family Unification Program shall be referred and certified in coordination with the State of Florida Department of Children and Family Services.

The MDPHA's responsibilities under the FUP include the acceptance of families whose eligibility is certified in writing by the State of Florida Department of Children and Families. The MDPHA, upon receipt of the original caseload list, not copies or faxes, of families from the Department of Children and Families accompanied by original FUP applications, shall compare the names with those of families already on the MDPHA's Housing Choice Voucher waiting list. Any families on the MDPHA's Housing Choice Voucher waiting list that are also included in the Department of Children and Families' list shall be assisted in order of their position on the waiting list in accordance with the MDPHA admission policies. Any family certified by the Department of Children and Families as eligible, but not on the Housing Choice Voucher waiting list shall be placed on the MDPHA waiting list. If the MDPHA has a closed waiting list, the waiting list shall be opened to accept FUP applicants. If the referred family is already housed in Public Housing, the Residents in Transition Policy must be followed to deter duplicate housing.

The MDPHA shall initially advertise the opening of the waiting list for the sole purpose of accepting FUP eligible families only. The advertisement will not be repeated when additional funding is received.
Pursuant to the National Affordable Housing Act, children in temporary foster care shall be counted as part of a family unit for the purposes of determining a family's eligibility for housing assistance. The temporary placement period for children shall be defined as at least six (6) months; however, this time frame shall be determined and changed at the MDPHA's discretion based on local needs and conditions.

Once a family is housed using a Housing Choice Voucher under the Family Unification Program, the MDPHA shall not cancel the voucher if the family splits so long as the family is otherwise in compliance with Housing Choice Voucher Program rules and regulations.

3.7 Other Specialized Allocations

Other tenant-based voucher allocations that are for special programs in addition to FUP, Mainstream Vouchers for Disabled Families and Designated Housing shall be administered in accordance to criteria stipulated in the Notification for Funding Availability (NOFA) and voucher application.

3.8 Change of Program Issuance

The MDPHA may, at its sole discretion, for humanitarian reasons, including reasonable accommodation for a family member with disabilities, issue a voucher to a family participating in another program (such as the Moderate Rehabilitation program). The MDPHA will confirm that the tenant is in compliance with all assisted housing tenant and lease obligations prior to voucher issuance. Such issuance requires the approval of the MDPHA director or deputy director (or designee). The MDPHA shall consider any request individually on a case-by-case basis. Eligible participants must comply with the MDPHA's Participants in Transition Policies and Procedures.

Chapter 4. Issuing Housing Vouchers

4.1 Issuing and Briefing

Upon selection to participate in the Housing Choice Voucher Program, the family will be scheduled for an appointment with the MDPHA. No applicant from the waiting list shall be certified without a file containing a hard (paper) copy of the original application. At the appointment, the family must verify the information on their application, receive a briefing (verbal and written) about the program, their rights, and obligations, and provide documentation as required by federal regulation. Should the family comply with the above-referenced steps, they shall be issued a voucher. The briefing shall include the following topics:

1. How the program works;
2. Family and Owner responsibilities;
3. Where the family may lease a unit, including outside the Agency's jurisdiction;
4. Portability procedures, if applicable; and
5. Advantages of moving to a neighborhood that does not have a high concentration of low-income participants.
6. The family will receive a packet of information at their briefing or initial certification appointment that will include at least the following:

    A. The term of the voucher and the policy on extensions or suspensions of the term,

    B. How the Housing Assistance Payment (HAP) is determined including the payment standard for a unit and total tenant payment,

    C. How the Agency determines the maximum rent for an assisted unit,

D. The maximum amount the family may pay when moving to a new unit (40% rule of adjusted monthly income, if applicable),

7. What the family should consider in leasing a unit including the condition of the unit, the reasonableness of the rent, the cost of tenant paid utilities, whether the unit is energy efficient, and the location of the unit,

8. Where a family may lease a unit, including portability to another jurisdiction, USHUD-required lease addendum,

9. The *Request for Tenancy Approval* form *(HUD-52517)* and an explanation of how to request the Agency's approval to lease a unit,

10. A statement of the MDPHA's policy on providing information about a family to prospective owners,

11. The MDPHA subsidy standards, including when exceptions may be granted,

12. USHUD brochure on how to select a unit,

13. Information on federal, state and local equal opportunity laws, and a copy of the *housing discrimination complaint* form,

14. A list of landlords or others known to the MDPHA and the MDPHA, who may be willing to lease a unit to the family or assist the family in locating a unit,

15. If the family includes a person with disabilities, or if the family informs the MDPHA that one of its members is a person with disabilities, The MDPHA will provide a current listing of available accessible units known to the MDPHA, and if necessary, otherwise assist the family in locating an available accessible dwelling unit.

16. Family obligations under the program, including the requirement that family members be U.S. citizens or eligible non-citizens,

17. The grounds on which the MDPHA may terminate assistance because of family action or failure to act,

18. The MDPHA's informal hearing procedures, including when the MDPHA is required to give the opportunity for a hearing and how to request a hearing.

19. The MDPHA may include other items as determined necessary and will use available forms or USHUD forms.

4.2 Type of Assistance

The MDPHA shall determine whether the family shall be issued a Housing Choice Voucher based on availability of the tenant-based assistance.

4.3 Term of Voucher

The Housing Choice Voucher is valid for a period of sixty (60) days from the date of issuance. Prior to the expiration date, the family may contact the MDPHA to request assistance in locating suitable housing. The family must submit a completed Request For Tenancy Approval (RFTA) package within the sixty (60) day period unless an extension (as described in section 4.4) has been granted by the MDPHA.

4.4 Extensions of Term

A family may request a sixty (60) day extension to the initial sixty (60) day term of an issued voucher for a total voucher term of 120 days. All requests for extensions should be received at least one week prior to the expiration date of the voucher and must be made to the Admissions and Intake department. Requests may be made in person or by telephone. If an extension is granted by telephone, a copy of the voucher will be mailed to the voucher holder indicating the extended expiration date. Extensions are permissible at the discretion of the MDPHA primarily for the following reasons:

1. Extenuating circumstances such as hospitalization of a family member or a family emergency over an extended period of time that has affected the family's ability to find a unit within the initial sixty (60) day term.

2. As a reasonable accommodation for a family member with disabilities or for a family member with disabilities to find an accessible unit.

Written notice of extensions will be given to the family. Hearings or informal reviews are not allowed and shall not be given for denial of extensions.

4.5 Suspensions

Suspensions of the term of the voucher can only be granted when family submits a RFTA. The MDPHA can only stop the clock on the term of the voucher from the time family submits a RFTA for approval of tenancy until the time when the MDPHA approves or denies the request. Additional extension beyond suspension time can only be given by the Director or his/her designee, and will only be considered under the following conditions:

1. If the delay is due to the MDPHA administrative reasons and not due to the applicant's delay;

2. The applicant has shown due diligence in locating an appropriate unit during the voucher term; and

3. Denial of the suspension of term would constitute an undue hardship on the family.

Chapter 5. Occupancy Policies

5.1 Subsidy Standards

Determination of Voucher Size

The subsidy standard, (refer to Chapter 8 for more details regarding the "payment standard"), which is used to determine the voucher bedroom size assigned to a family, is based on the following criteria:

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

Voucher BR Size	Number of Persons in Household		
	Minimum	Maximum	HQS
0 BR	1	1	1
1 BR	1	2	4
2 BR	2	4	6
3 BR	3	6	8
4 BR	6	8	10

5 BR	8	10	12
6 BR	10	12	14

Subsidy standards are applied at the initial certification, annual recertification or during authorization for change of dwelling. For subsidy 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 consider.

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 subsidy standard must be applied consistently for all families of like size and composition.

4. The following principles govern the size of the unit for which a family will qualify. Generally, two (2) people are expected to share one (1) bedroom, except that the subsidy standards will be applied so that:

   A. Exceptions to the largest subsidy standards may be made in case of reasonable accommodations for a person with disabilities.

   B. In determining family unit size for a particular family, MDPHA may grant an exception to its established subsidy standards if MDPHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances..

   C. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

   D. A family that consists solely of a pregnant woman (with no other members) shall be allocated a maximum of one (1) bedroom voucher.

   E. MDPHA will count a child in the subsidy standard if the parent has primary custody of the child.

   F. A one person household member with joint custody of a child/children but does not have primary custody will be granted a one bedroom subsidy.

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

   H. 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.

   I. A live-in aide may be assigned up to one (1) bedroom if approved as a reasonable accommodation.

   J. Due to current market conditions, the MDPHA will issue a zero or (1) one-bedroom voucher to a single person.

   K. As a reasonable accommodation, an applicant or program participant family may be allowed a larger bedroom unit to accommodate a family member who requires a hospital bed or other large medical equipment. The equipment must be substantial in size and must be verifiable by a medical doctor as medically necessary in order to justify approval of a larger unit. In

addition, the applicant or participant will be required to submit evidence of equipment specifications including but not limited to detailed description of equipment to include dimensions, photographs of equipment, etc. See Section 5.5 – Medical Equipment.

5. Actual Unit Size Selected

The family may select their choice in unit size other than that listed on the assigned voucher so long as the family is not under-housed. Four factors to consider are:

A. The MDPHA shall apply the payment standard for the smaller of: 1) the bedroom size shown on the voucher, or 2) the size of the actual unit selected by the family;

B. The utility allowance used to calculate the gross rent shall be based on the actual size unit selected by the family regardless of the size authorized on the voucher; and

C. Under Housing Quality Standards (HQS) two persons per living/sleeping room are allowed thus the above levels may be exceeded if a room is used as a living/sleeping area as indicated under the HQS column on the above chart.

D. Selection of a unit larger than for which the family is certified may result in an affordability issue.

5.2 Changes in Family Composition

The MDPHA will utilize guidelines outlined in PIH Notice 2010-3 for changes in family composition. The voucher size issued to a family is determined by comparing the family composition to the MDPHA subsidy standard before the briefing with the family. The family may request a change in the voucher size due to the addition to family composition by birth, adoption, or otherwise granted custody to the family by operation of law, which may include foster children. 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 and receive approval in writing before the new member is added to the family composition as described below. For purposes of this Section, the use of the term "by operation of law" shall include but not be limited to pre-need guardianships and durable powers of attorney.

All other additions to applicant families after an application is submitted shall be considered only on a case-by case basis by the director overseeing MDPHA's Applicant Leasing Center or his/her designee and must be documented at the times such changes occur. Additions may be made for humanitarian reasons, including reasonable accommodation for family member.

1. Addition of Adult Family Member

Upon approval of the MDPHA, a participant family may add an additional adult family member to the family composition, other than by operation of law, under all the following circumstances:

A. The adult can be an immediate family member (sons, daughters, brothers, sisters, parents, grandparents, and grandchildren) of an existing household member;

B. Such member must be eligible for participation in the Housing Choice Voucher program;

C. Such member's income must be considered in calculation towards rent; and

D. Addition of the family member shall be in consideration of a reasonable accommodation or for humanitarian reasons; or

E. Unrelated/unmarried partners who show proof of intention to live as a family.

Participant families must inform the MDPHA in writing of the requested additional adult family member prior to the adult family member being added to the family composition. Requested additions to the family requiring advance approval in writing also include spouses or a request to add a live-in aide.

Participant families must inform the MDPHA within 30 days of additions to the family due to birth, adoption, or otherwise granted custody to the family by operation of law or if a family member moves out. Only those persons listed on the most recent certification form and lease shall be permitted to be included in the family composition.

All other additions to participant families shall be considered only on a case-by-case basis and must be documented at the times such changes occur. Additions may be made for a reasonable accommodation or for humanitarian reasons. The addition of a family member shall not change the size of the voucher, unless approved by MDPHA under extenuating circumstances. Addition of family members shall be the sole discretion of the MDPHA or MDPHA Contractor.

2. Screening of New Family Members

When an applicant or tenant requests approval to add a new family member, the MDPHA will conduct a pre-certification screening of any proposed new adult member 18 years of age and older (excluding juvenile justice records) to determine whether the MDPHA will allow the family member to be added to the family composition prior to the MDPHA's approval of the new family member. 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 available or added through a formal custody award or kinship care arrangement are exempt from the pre-certification screening process, although the tenant needs prior approval from the MDPHA to add children other than those born to, adopted by, or awarded by the court to the family.

The MDPHA will consider the request for approval and 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. Changes to the family composition may also be allowed for families in which one or more children less than eighteen (18) years of age live with the designee of the parent or legal custodian, with 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, power of attorney, etc.

All persons listed on the most recent certification form and residential lease must use the dwelling unit as their sole residence. Examples of situations where the addition of a family or household member is subject to screening are:

A. Participant plans to be married and requests to add the new spouse to the lease;

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

C. One of the family members under age eighteen (18) who is not an emancipated minor, or an adult, not part of the original household, requests permission to take over as the head of the household.

Applicants or tenants who fail to notify the MDPHA of additions to the household or who permit persons to be added to the family composition without undergoing screening are in violation of program requirements. Persons added without MDPHA approval will be considered unauthorized occupants and the entire household will be recommended for termination from the Housing Choice Voucher or Moderate Rehabilitation Programs.

5.3 Foster Children

The applicant and participant family must obtain approval for the addition of a foster child to the family before the new member occupies the unit. The family may request a change in the voucher size based on the following factors.

1. Adding to the Family

   Foster children will be added to the family composition upon written request and so long as the applicant provides documentation by the appropriate agency establishing responsibility. A larger voucher unit size, if available, will only be granted to a family adding a foster child if the maximum occupancy level has been exceeded creating an overcrowded situation.

2. Temporary Placement of Family Member

   A child who normally resides with the family but is temporarily away from the home because of placement in foster care, rehabilitation, treatment, or incarceration for a non-felonious crime, is considered a member of the family.

5.4 Live-In Aide

See Chapter 2, Section 2.2, (6) (B) for Addition of Live-in Aide and also Attachment C, Reasonable Accommodation Policy and Procedure.

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 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.

.

5.5 Medical Equipment

As a reasonable accommodation, an applicant or program participant family may be allowed a larger voucher size to accommodate a family member who requires a hospital bed or other large medical equipment. The equipment must be substantial in size and must be verifiable by a medical doctor as medically necessary in order to justify approval of a larger voucher size. In addition, the applicant or participant will be required to submit evidence of equipment specifications including but not limited to detailed description of equipment to include dimensions, photographs of equipment, etc.

5.6 Family Absences from Unit

A family may not be absent from the unit for more than sixty (60) consecutive days without prior written approval by the MDPHA as described below. It shall also be the responsibility of the family to advise the owner of any absence from the unit. Absence means that no member of the family as listed on the lease

is residing in the unit. During all absences, the family must meet all program and lease obligations including the payment of rent, utilities, and complying with inspection and recertification obligations.

Absences from the unit for a period of sixty-one (61) to one hundred and twenty (120) consecutive days must receive prior written approval from a supervisor or higher authority. Absences for more than one hundred and twenty (120) consecutive days will not be approved. Assistance to a family will be terminated if the family is absent from its unit for more than sixty (60) days without prior written approval. If assistance to a family is terminated for such reason, the family may request a hearing within thirty (30) days of the termination notice. If the family is reinstated as a result of the hearing, the prior lease and contract will not be resumed but a new voucher will be issued and a new lease and contract executed.

The owner or management agent is obligated to reimburse the MDPHA for any housing assistance payment made for the period after the effective date of termination of assistance to the family. Such reimbursement shall be billed by the MDPHA Accounting office and remittance must be made by check or money order and submitted to the MDPHA Accounting Office. Absence from a unit may be verified by any of the following methods: Housing Quality Standards inspection, proof of utility payments, service verifications, through owner/management company verifications, through an investigation or other documentation or means.

5.7 Family Break-up

If an assisted family separates due to a divorce, separation, or by any other operation of law, the MDPHA will determine who continues to be assisted under the program. No additional housing voucher will be issued.

The MDPHA will take into consideration the following criteria in making its decision as to which family member continues to receive assistance in the program:

1. The desires of the family;

2. The interest of minor children, or of ill, disabled or elderly family members;

3. Whether any family members are going to remain in the assisted unit;

4. Whether there has been any instance(s) of actual or threatened physical violence against a family member by another member of the household;

5. Which family members was part of the original application for assistance;

6. If a court determines property disposition between the family members, the MDPHA will adhere to the court's determination as to who shall hold the Housing Choice Voucher assistance; and

7. Whether there is drug-related or violent criminal activity. The MDPHA, in its sole discretion, may recommend terminating the entire family.

5.8 Remaining Family Member

1. To be considered the remaining member of the family, the person(s) 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.

4. A live-in aide or foster child/adult, by definition, is not a member of the family and will not be qualified for continued occupancy as a remaining family member.

In order for a minor child(ren) to continue to receive assistance as a remaining member(s), one of the following must occur:

- The court has awarded emancipated minor status to the minor;
- MDPHA has verified that social services and/or the juvenile court has arranged for another adult to be brought into the assisted unit to care for the child(ren); or
- MDPHA may allow for another adult to be a temporary head of household until such time as legal guardianship is granted or a minor, at least 17 years of age, is emancipated or reaches age 18.
- A certification will be conducted and appropriate changes to the voucher size may be made at that time.

Chapter 6. Citizen and Immigration Status

6.1 Submission of Documents and Verification

Refer to Section 2.6 for documents to be submitted and related immigration topics.

6.2 Provision of Notice

In circumstances where Immigration and Naturalization Service (INS) has not verified eligibility, the family will be provided with a written notice that shall include:

1. That the family has a right to request an appeal to INS of the results of the verification of immigration status;

2. That the family has the right to request an informal hearing with the MDPHA upon completion of the INS appeal. Such hearing shall be in accordance with hearing procedures in Chapter 29 of this plan;

3. That Housing Choice Voucher assistance may not be denied or terminated until the conclusion of the INS or the MDPHA appeal process; and

4. Notification of the type of assistance for which the family may be eligible (continued assistance, temporary deferral of assistance or pro-ration of assistance).

Chapter 7. Determination and Verification of Annual Income

7.1 Overview

The determination of eligibility and Total Tenant Payment (TTP) for the Housing Choice Voucher Program requires that the applicant's or participant's family adjusted annual income be calculated at the time of admission into the Program and on an annual basis. USHUD regulations specify: the types and amounts of income from all family members that must be included in this calculation; the allowable deductions to

be subtracted from the gross annual income to determine the adjusted income and the amount of utilities the tenant is responsible for paying.

7.2 Annual Income

Annual income means all amounts, monetary or not, or anticipated to be received, from a source outside of the household, by the family head or spouse (even if temporarily absent) or any other family member during the twelve (12) month period following the effective date of admission or annual re-examination.

For a participant family which includes persons with disabilities under the Housing Choice Voucher Program (excluding Moderate Rehabilitation), the MDPHA's determination of annual income will include the disallowance of increase as provided in 24 CFR § 5.617, if applicable. 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. Additional disallowance requirements and the period of income disallowance are further described under 24 CFR § 5.617. The EID carries a maximum 48-month lifetime limitation.

Annual income means all amounts that not specifically excluded by regulation. It includes, but is not limited to:

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

2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service (IRS) regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes 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 amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. However, lump sum additions such as insurance payments from worker's compensation are excluded.

6. Temporary Assistance for Needy Families (TANF). If the TANF includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency

in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

A. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

B. The maximum amount that the welfare assistance agency could allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

C. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

D. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.

E. Periodic and determinable allowances, such as alimony and child support payments (see note), and regular contributions or gifts received from organizations or from persons not residing in the dwelling. (Note: uncollected child support will not be counted so long as the family provides documents demonstrating that the debt is uncollectible or has not been paid or received for more than three (3) months.

7. All regular pay, special pay, and allowances of a member of the Armed Forces Special pay to a member exposed to hostile fire is excluded.

7.3 Exclusions from Income

Annual income does not include the following:

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

2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant 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 and settlement for personal or property losses;

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

5. Income of a live-in aide;

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

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

8. The amounts received from the following programs:

   A. Amounts received under training programs funded by USHUD;

   B. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they 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.) and that are made solely to allow participation in a specific program;

   D. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

   E. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member 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 the period during which the family member participates in the employment training program;

9. Temporary, nonrecurring, or sporadic income (including gifts);

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

11. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse. Full Time Student status will be identified by the college or vocational school. Students with approval to attend school for the next semester, either after graduation or in the summer will be considered for this income exemption;

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

13. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

14. 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;

15. Amounts paid by a State agency to a family with a member with a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits, including:

   A. The value of the allotment of food stamps

B. Payments to volunteers under the Domestic Volunteer Services Act of 1973

C. Payments received under the Alaska Native Claims Settlement Act

D. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes

E. Payments made under the Department of Health and Human Services' Low-Income Energy Assistance Program

F. Payments received under the Job Training Partnership Act

G. Income from the disposition of funds of the Grand River Band of Ottawa Indians

H. The first $2,000 per capita received from judgment funds awarded for certain Indian claims

I. Amount of scholarships awarded under Title IV including Work-Study

J. Payments received under the Older Americans Act of 1965

K. Payments from Agent Orange Settlement

L. Payments received under the Maine Indian Claims Act

M. The value of child care under the Child Care and Development Block Grant Act of 1990

N. Earned income tax credit refund payments

O. Payments for living expenses under the AmeriCorps Program

7.4 Adjusted Annual Income

Adjusted income is the annual income of family members residing in or intending to reside in the rental unit, less allowable deductions of:

1. $480 for each dependent
2. $400 for any elderly family or disabled family
3. Child care
4. Medical expenses (must exceed three percent (3%) of gross annual family income)
5. Disability assistance (must exceed three percent (3%) of gross annual family income)

7.5 Enterprise Income Verification (EIV), Third Party Verification, and Factors Affecting Eligibility and Family Rent

A. Accurate determination of income eligibility, allowances, and family rent can occur only if all factors related to income and family circumstances are verified. MDPHA will comply with the most recent HUD guidance on verification requirements. MDPHA will utilize the verification guidelines under PIH Notice 2010-19 (issued May 17, 2010), Verification Guidance, and PIH 2010-03 (issued January 21, 2010), Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by USHUD.

B. MDPHA will follow the verification hierarchy described in PIH Notice 2010-19:

- **Level 6:** Upfront Income Verification (UIV) using HUD's EIV System. Highest (Mandatory other than applicants) Ranking is Upfront Income Verification using HUD's Enterprise Income Verification (EIV) system;
- **Level 5:** Upfront (Optional) Income Verification (UIV) using non-HUD system such as the Work Number;
- **Level 4:** Written Third-Party (High) (Mandatory to supplement EIV reported income and when EIV has no data available. Mandatory if applicant/participant disputes EIV reported income and is unable to provide acceptable documentation). This does include documents issued by a third party and may be hand delivered by the applicant or participant;
- **Level 3:** Written Third-Party Form: (Medium –Low) Mandatory if written third party verification documents are not available or rejected by MDPHA; and when the applicant or participant is unable to provide acceptable documentation.
- **Level 2:** Oral Third Party Verification: (Low) Mandatory if written third party verification is not available.
- **Level 1:** (Low) Use as a last resort when unable to obtain any type of third party verification.

If Enterprise Income Verification (EIV) as described below is not available, third-party verification, which may be provided by the participant, will be used. If third party verification is not available, the reasons must be clearly and specifically stated in the tenant's file. Verification requirements are set forth in USHUD regulations at 24 CFR Part 982. Acceptable documents include:

1. Financial statements or tax returns for self-employed
2. Copies of insurance policies
3. Real estate tax statements
4. Copies of birth certifications
5. Copies of court orders concerning custody.

USHUD's EIV system is the preferred form of verifying income that is provided by the tenant on the Housing Choice Voucher Applicant/Participant Information Worksheet. If the household's income in EIV matches the tenant-provided income, or if it is not substantially different, then third party verification is not necessary. However, third party verification may continue to be necessary to complement EIV income verification, for example, when the tenant disputes the data. It will not be considered as an automatic substitute for other third party verification, and may supplement other verification documentation, such as original, current tenant provided documents. The MDPHA will obtain as much information as possible about employment income, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form. EIV is used to verify income for recertification, annual, interim and change of dwelling, or on a random basis.

EIV information cannot be accessed unless a current unexpired *Authorization to Release Information (HUD form 9886)* has been signed by all adult family members. This form expires fifteen (15) months after it is signed by the tenant. If income information in EIV is not available or if it is substantially different from

tenant-provided information, then written verification from third parties is the next most desirable form of verification. Currently, a substantial difference requiring third party verification in cases where EIV income data differs from tenant-provided and/or other verified income information is defined as being $200 or more per month or $2,400 per year, unless amended by the MDPHA. If EIV income data is not substantially different than current tenant-provided income documentation, the following guidelines for projecting annual income will be used:

1. If EIV income data is less than current tenant-provided documentation, the MDPHA will use tenant-provided documents to calculate anticipated income.

2. If EIV income data is more than current tenant-provided documentation, the MDPHA will use EIV income data to calculate anticipated annual income unless the tenant provides the MDPHA with documentation of a change in circumstances (i.e., change in employment, reduction in hours, etc.). Upon receipt of acceptable tenant-provided documentation of a change in circumstances, the MDPHA will use tenant-provided documents to calculate anticipated annual income.

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

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

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

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

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

In verified differences of $200 or more per month or $2,400 or more a year, the MDPHA shall require the family to enter into a repayment agreement for monies owed. Should the family refuse to enter in a repayment agreement or not fulfill its obligations under its repayment agreement, the MDPHA shall recommend termination and may refer the case to the USHUD Office of the Inspector General. The MDPHA, in its sole discretion, may recommend terminating assistance for tenant fraud on a case-by-case basis, e.g., forgery or has demonstrated a pattern of unreported or under-reported income in between or at prior reexaminations. In such cases, the MDPHA will make the determination whether to recommend terminating assistance and forwarding the case to the USHUD Office of Inspector General via the MDPHA.

In instances where fraud (as defined in Attachment A of this policy), as opposed to tenant error (as defined in Attachment A of this policy), has occurred by the tenant and the difference is verified as being $10,000 per year, the MDPHA shall recommend terminating housing assistance and shall forward cases to the USHUD Office of Inspector General for fraud prosecution, where authorized by MDPHA.

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 disclosure requirements of the Florida Public Records Act and HUD requires PHAs to keep said information 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 kept in tenant files to avoid risking the release of such information to anyone other than the client and authorized MDPHA staff. MDPHA shall provide the participant with information obtained through EIV upon the participant's request.

Unauthorized disclosure or inspection of EIV data can result in a felony conviction punishable by a fine up to $5,000 or five (5) years imprisonment, as well as civil penalties, pursuant to the Privacy Act of 1974 as amended, 5 U.S.C. § 552(a).

Chapter 8. Payment Standard and Housing Assistance Payments

8.1 Payment Standard

Under the Housing Choice Voucher program a payment standard is used to calculate the monthly housing assistance payment for families of different sizes and compositions. The payment standard is based on the area Fair Market Rent (FMR) published by the USHUD and is established by bedroom size. The payment standard is the maximum monthly subsidy payment the MDPHA will make for a family based on the unit size that the MDPHA determines as appropriate for the family.

The payment standard per bedroom size may not be less than ninety percent (90%), or more than one hundred and ten percent (110%) of FMR. The MDPHA shall review its payment standard annually after the FMR is published. The review shall include:

1. Capacity for families to be mobile (i.e., ability of families to locate housing outside of high poverty areas);

2. Fair housing choice (i.e., the ability of families to locate housing outside areas of minority concentration), and

3. When families have difficulty locating housing for lease within the term of the voucher.

The Agency shall also review the payment standard for adequacy when thirty percent (30%) or more of the families have high rent burdens.

In order to maximize the number of families to be served based on available funds, the MDPHA may adjust, upon a waiver from USHUD, the payment standards when USHUD publishes the FMR. The MDPHA may adjust the payment standard amounts within these limits in order to assure continued affordability of units within the Miami-Dade County jurisdiction.

8.2. Exception Payment Standard

The MDPHA may request an exception payment standard amount from USHUD for all units or all units with a given number of bedrooms in a designated "exception rent area" if it is determined that an exception rent is needed to help families find housing in low-poverty areas based on market conditions, or if voucher holders are experiencing difficulty in finding housing for lease under the program terms.

The MDPHA shall apply to USHUD for approval of payment standard amounts whenever deemed necessary by the analysis of need for a geographic area or neighborhood consistent with the Miami-Dade County Consolidated Plan.

8.3 Calculating Housing Assistance Payments

The MDPHA shall use the applicable payment standard schedule for the FMR area or the USHUD-approved exception rent area to calculate the housing assistance payment for a family. The payment standard for a family is the lower of the payment standard for the family unit size determined by the MDPHA as appropriate for the family composition or the payment standard for the unit actually rented by the family.

During the Housing Assistance Payment (HAP) contract term for the unit, the payment standard is determined by the FMR rent limits effective at the most recent regular reexamination of family income and composition after the beginning of the HAP contract term.

The payment standard for a family shall not drop below the payment standard in effect at the time of Request For Tenancy Approval (RFTA) unless:

1. The rent to owner decreases;

2. There is a change in family size or composition; or

3. The family enters into a new lease. A family entering into a new lease at a current or new unit shall have the current payment standard in effect.

8.4 Reasonable Accommodation

As a reasonable accommodation for a family that includes a person with a disability, the MDPHA may establish a higher payment standard for that family up to one-hundred and ten percent (110%) of the published FMR. With approval of the HUD Field Office, the payment standard can be up to one-hundred and twenty percent (120%) of the published fair market rent. The applicant, participant, or representative must request this exception (Refer to Attachment C for MDPHA's Reasonable Accommodation Policies and Procedures).

Applicants with Accessibility or Special Needs:
Applicants whose family includes a disabled person may request a current list of accessible units known to the Agency. The Agency shall not be held responsible for certifying the unit as accessible. Such verification is the responsibility of the family. Verification of the handicap or disability of the family member may be necessary to determine the need for an accessible unit as well as for any disability assistance expenses that the applicant may be able to make a claim.

If the need for an accessible unit is clearly evident, verification of need is not required. The MDPHA will conduct outreach efforts to encourage owners with accessible units to participate in the Housing Choice Voucher program (See Attachment C for MDPHA's Reasonable Accommodation Policies and Procedures).

Chapter 9. Rent Comparability and Reasonableness

9.1 Comparability

Rent charged for a unit under the Housing Choice Voucher Program must be reasonable. The MDPHA must assure that the rent for the unit assisted is not more than rents charged for comparable units in the private housing market and that the rents approved by the Housing Choice Voucher Program for any units placed under lease do not have the effect of inflating rents in the area or neighborhood. In order to determine comparability the MDPHA performs surveys of comparable rents by field visits and through published rental data analyses. The MDPHA reserves the right to contract with a private entity to perform surveys of comparable rent.

At the time of initial move-in or change of dwelling, where the rent reasonableness study establishes a contract rent for a unit which is less than the amount requested by the owner and also less than the payment standard, the tenant does not have the option to pay the owner more than the MDPHA's approved contract rent nor the determined tenant portion of the rent.

If the rent reasonableness study for an initial move-in or change of dwelling establishes a contract rent that is greater than the payment standard, i.e., (the unit's value is greater than the payment standard) the

family may agree to pay the difference in the rent given the family's ability to pay. The MDPHA will not approve a rent amount that is beyond the family's ability to pay and under no circumstances approve a tenant portion more than forty percent (40%) of the family's adjusted monthly income if the gross rent is above the payment standard at time of initial move-in or change of dwelling.

Under no circumstances may an owner charge an amount to a tenant that is more than is approved by the MDPHA nor demand side payments in addition to the approved rent.

9.2 Initial Determination of Rent

A comparable unit shall be defined as a unit which is similar to the subject unit using the following criteria for comparison:

1. Square footage
2. Number of bedrooms/bathrooms
3. Type, i.e., single family, townhouse, duplex, multi-family, etc.
4. Location
5. Condition or maintenance
6. Amenities
7. Year Built (Age)
8. Quality
9. Housing Services

On occasion, assessing the rent influence of a non-conforming design or condition may require unsupported but reasoned appraisal judgment. In many cases, however, the effect on the rent can be determined from market data.

In general, a minimum of two (2) to three (3) comparable private market (unassisted) units will be used. At the request of the family, the MDPHA will assist the family in negotiating the rent, if the rent reasonableness study shows that the unit is valued less than the amount requested by the owner. As part of the rent reasonableness documentation, the MDPHA may require the owner to provide a rent roll of unassisted comparable units in buildings of two or more units that shall consist of, at minimum, the apartment or unit number, bedroom size, contract or full rent charged, and the utilities included in the rent, unless there are comparable, assisted units in the complex or building.

The MDPHA may require such documentation at lease-up and every time the owner requests an annual or special adjustment (increase) or if there is a change in the utilities distribution. The MDPHA may request the owner to provide information on units in the general area for comparability.

9.3 Documentation and Record Keeping

The MDPHA will maintain in a database listing (by zip code or census tract) the reasonable rents approved for units under a Housing Choice Voucher HAP contract for a minimum of three (3) years. Such documentation shall include the bedroom size of unit, address, last rent charged and date of last rent adjustment.

Copies of approved rental survey forms shall be maintained for three (3) years by the MDPHA and indexed to ensure easy reference. A copy of the approved survey shall also be maintained in the tenant file. The MDPHA shall also retain and maintain completed and approved rent increase requests and RFTAs.

Chapter 10. Housing Quality Standards and Inspections

The MDPHA will inspect all units to ensure that the units are in a decent, safe and sanitary condition in accordance with the Housing Quality Standards (HQS) as described in 24 CFR § 982.401,interpretative guidance of acceptability criteria in Form HUD 52580-A Inspection Checklist the HUD Housing Inspection Manual.

Emergency HQS Violations
The following items are considered emergency fails:

1. No electricity
2. No running water
3. No gas if heat, hot water or range are powered by gas
4. Natural gas leak or fumes from fuel burning appliances/equipment
5. Major plumbing leaks or flooding, (such as sewer back up or water line breakage)
6. No operational sanitary facilities
7. Any electrical fixture or equipment that smokes, sparks, or short circuits creating a fire hazard
8. Uninhabitable units due to fire, tornado, flood, or destroyed/vandalized units that prevent a tenant from using the bathroom or kitchen.

10.1 Initial Inspections

No unit will be placed under an initial contract until the unit is inspected and any and all violations are corrected and the unit is approved by the MDPHA.

If the unit fails inspection, the family and owner will be advised of the repairs needed to pass inspection and given ten (10) business days to correct the failed items. The reinspection will be automatically scheduled and completed (ten) 10 business days following the initial fail unless the owner or tenant decides to cancel the RFTA for the unit before the expiration of the ten days. If the unit does not pass re-inspection, the Request for Tenancy Approval will be voided and the family must find another suitable unit, if the family has time remaining on the Housing Choice Voucher.

Approval for the tenant to move in will not be given until the unit passes inspection, reasonable rent has been established, and the executed lease has been submitted.

10.2 Annual Inspections

Each unit under contract will be inspected at least annually or any other time and as often as deemed necessary by the MDPHA to determine compliance with the MDPHA or inspection standards. Written notice of the annual inspection date will be mailed to the tenant, with a copy to the owner. It is the tenant's responsibility to ensure the MDPHA access to the unit and premises. Failure to gain access to the unit

and premises to conduct annual inspections and any subsequent re-inspections is a violation of the family's obligations and may result in termination from the program.

The family is responsible for HQS violations caused by:

1. The family's failure to pay for tenant supplied utilities;

2. The family's failure to provide and maintain tenant supplied appliances;

3. Damage caused by the family or guest to the assisted unit or premises.

All other HQS violations must be corrected by the owner.

The MDPHA will provide written notice to owners and tenants of specific HQS requirements that fail the Inspection. The notice will note whether violations are the tenant's or the owner's responsibility.

The participant must allow inspections to be made by the MDPHA. Additionally, the participant must allow the owner to make repairs upon reasonable notice and at reasonable hours. Failure of the participant to give access to the unit to allow inspections and/or repairs in compliance with the lease and housing program rules and regulations shall result in the family's termination from the program.

Owners and tenants will be given twenty-four (24) hours to correct any HQS violation that is considered an emergency as described above. Owners and tenants must correct all other HQS violations within fifteen (15) business days of the annual inspection. The date of reinspection will be automatically set by MDPHA and appear on the notice to owner and tenant describing the failed items. Failure to gain entry to the unit and premises for the purposes of conducting a reinspection will result in sanctions to the owner and/or tenant.

1. Non Compliance Due to Violations that are Owner Responsibility

   If an owner fails to comply with corrective action within the time period ordered by the MDPHA, the Housing Assistance Payment (HAP) will be abated beginning no later than the first day of the month following the specified correction period. The unit may remain in abatement status for a maximum of 180 days upon which time the HAP contract will automatically terminate. If the unit has not passed HQS inspection within ten (10) business days from notification of the abatement of HAP the tenant will be issued a voucher to move to another unit provided the tenant is in compliance with all program regulations including HQS. It is the owner's responsibility to request a compliance inspection if violations are corrected after the compliance date and prior to the HAP contract termination date. If the violations are corrected and verified by inspection before the HAP contract is terminated, the payments will be reactivated as of the date the unit passes inspection, as long as there is a current lease in place and the tenant still resides in the unit. If the violations are corrected after the termination, the owner and the tenant must execute a new lease and HAP contract. Another inspection must be conducted to verify there are no HQS deficiencies.

   The MDPHA will notify the tenant in writing to request a change of dwelling due to violations that are the owner's responsibility and not corrected within the MDPHA-required time frame. The tenant will be contacted by the Intake Department to begin the change of dwelling (COD) process. If there are both tenant and owner responsible violations, HAP will be abated and the tenant assistance may be recommended for termination according to HUD regulations.

2. Noncompliance due to Violations that are Tenant Responsibility

   For violations that are deemed the tenant's responsibility and are not corrected within the above time frames, the tenant will be recommended for termination from the program. Both the owner and tenant shall be notified in writing by the MDPHA. If the tenant requests a compliance

inspection within ten (10) business days from the date of notice of intent to terminate program assistance, and the unit passes, MDPHA will cancel the termination process. Should a tenant's participation be recommended for termination for HQS violations in the unit, they will be entitled to a hearing in accordance with this Administrative Plan. While the hearing proceedings and decision are pending, HAP will continue to the owner provided the owner is in compliance with all other provisions of the HAP Contract, but not for longer than a period of ninety (90) days from the date of the failed inspection or the end of the tenancy, whichever is shorter. Should the owner evict the tenant for tenant-responsible HQS violations, the owner may be paid through the date of eviction. For the payment to be approved, the owner must provide evidence that the eviction has been completed.

In the event that the family's participation is terminated as a result of a hearing decision, and the family remains in the unit, the family is responsible for the full rent to the owner. The MDPHA shall notify the owner and tenant by mail of the determination of a unit failing compliance inspection, abatement or termination of assistance. If there are both tenant and landlord responsible violations, HAP will be abated and tenant's assistance may be recommended for termination according to HUD regulations.

10.3 Complaint Inspections

Complaints regarding legitimate HQS issues will be investigated by the MDPHA. Complaint inspections will be scheduled by mail or telephone. HQS failures as a result of complaint inspections will be enforced by the MDPHA in the same manner as annual inspections.

10.4 Quality Control Inspections:

Quality Control inspections will be conducted to ensure that inspections are in conformance with HQS, to verify the accuracy and efficiency of inspection personnel, and to monitor and document program performance. It is the intent that these inspections and the keeping of records will assist in the identification and prevention of repeated violations. Quality Control inspections will be conducted by a staff member of the MDPHA, trained and experienced in conducting unit inspections. The quality control inspection is a re-inspection of units recently inspected. Selection of the units for quality control inspections is done randomly by the Quality Control Inspector or Supervisor from a computer listing of all recently inspected units and should be a cross-section of neighborhoods and a cross-section of the work of inspectors to include the work of each inspector. HQS failures resulting from quality control inspections will be enforced in the same manner as annual inspections.

10.5 Ongoing Maintenance required for Compliance with 24 CFR Part 35, Lead-based Paint

The owner and MDPHA are required to conduct a visual assessment for deteriorated paint and failure of any hazard reduction at time prior to move-in and at least annually. In addition, the owner is required to make corrections of deteriorated paint and any failed lead hazards reduction measures.

10.6 Extensions of Time to Cure Inspection Violations

Reasonable extensions to the time limitations for compliance established in this section may be granted by the MDPHA in extenuating circumstances. Requests for such extensions must be submitted in writing prior to the MDHCV reinspection compliance date and supported by documentation. Examples of extenuating circumstances may include but are not limited to the following:

1. Inclement weather
2. Verification of unavailability of necessary parts or

3. Emergency situations such as a natural disaster

In the event that the item(s) is/are caused by a natural disaster, extensions to the compliance inspection date may be granted, but for no longer than sixty (60) days. In order to approve such an extension, The MDPHA may request evidence of insurance claims, estimates for repair or other related documents.

Chapter 11. Utilities

11.1 Utility Allowance Schedule

The MDPHA maintains utility allowance schedules for all commonly used utilities. Utility allowances are not meant to provide a dollar for dollar recapture of utility payments, but are an estimate of the monthly cost of a reasonable consumption of utilities by energy-conservative households that occupy housing of similar size and type in the same locality. The utility allowance schedules are reviewed and revised annually. If there is a ten percent (10%) increase or decrease in utility rate in any utility category since the last revision, the utility allowance schedules shall be revised.

The utility allowance schedules are by unit size and typical unit types in the Miami-Dade County area. The MDPHA maintains utility allowance schedules that apply to the Housing Choice Voucher, Shelter Plus Care, Moderate Rehabilitation and Moderate Rehabilitation Single Room Occupancy units. A copy of the revised utility allowance schedules are provided to local USHUD office annually for their review and comments prior to their implementation on the effective date.

11.2 Utility Reimbursements

Where the utility allowance exceeds the total tenant payment of the family, the MDPHA will provide a utility reimbursement payment through a Utility Reimbursement Card. Deposits to the Utility Reimbursement Card will be made monthly. If the family owes any sums to the MDPHA or any other housing authority, the MDPHA may use any utility reimbursement amount owed to the family as payment.

The MDPHA, at its discretion and as deemed operationally feasible may make utility reimbursement payments directly to the utility company. Such direct payment shall not require the family's consent; however, MDPHA shall inform the family immediately upon its decision to make payments directly.

11.3 Tenant-Responsible Utilities

Utilities for which the tenant has agreed to be responsible, as stated in the Request for Tenancy Approval (RFTA), are a family responsibility as specified at 24 CFR § 982.404. The denial of service, disconnection or shutting off of utilities that the resident is responsible for paying or the discovery that a resident is tampering with utilities to illegally obtain service - may result in a recommendation for termination.

Chapter 12. Security Deposits and Late Fees

12.1 Security Deposits

For all housing assistance payments contracts, an owner may collect a security deposit from the tenant. It shall be the owner's responsibility to collect the security deposits from the family. The amount of the security deposit must be consistent with common practice in the Miami-Dade private rental market and not in excess of security deposits collected for owner's unassisted tenants and not to exceed one month's rent.

12.2 Late Fees

Late fees by MDPHA shall not be assessed on Housing Assistance Payments except when each of the following conditions is met:

1. Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant;

2. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and

3. The owner also charges such penalties against the tenant for late payment of family rent to owner.

Late fees may be assessed at the written request of the owner if the initial payment of the HAP has been delayed in excess of sixty (60) days from the effective date of the HAP contract or if timely payment was not received from the County thereafter when it was due pursuant to the lease agreement between the Section 8 tenant and the landlord. In instances beyond the MDPHA's control, which affect payments to other owners, late fees shall not be assessed. This may include, but not be limited to, reactivation of payment delays because of system cutoff dates following abatements due to HQS violations.

Late fee(s) are paid to the landlord based on the same monthly late charge fee the landlord charges his/her tenants stipulated in the dwelling lease. However, no late payment penalty shall exceed $50 per occurrence.

Owners shall submit a claim on a MDPHA-approved form which can be either mailed to the Owner or (via U.S. mail or electronic mail) can be found on the MDPHA website. Late fee(s) are paid to the landlord based on the same monthly late charge fee the landlord charges his/her tenants stipulated in the dwelling lease. However, no late payment penalty shall exceed $50 per occurrence.

For new leases or change of dwellings, MDPHA is obligated to make housing assistance payments within sixty (60) days from the HAP effective date. Except for new leases or changes of dwellings, generally HAP's are due to the owner on the first of each month. HAPs shall be considered made when the check is issued or electronically submitted to the owner. After the first two calendar months of the HAP contract term, owners can submit late payment claims to the MDPHA and the MDPHA may be required to pay late fees for any months the payment is past due. Owners must submit any late payment claims on a MDPHA-approved Claim Form within thirty (30) days after receipt of the late housing assistance payment from MDPHA. The *Claim Form* will be made available for downloading from the County's website located at www.miamidade.gov/housing and will also be provided to new owners during the orientation described in Section 13.1 of this Administrative Plan. Failure of the owner to make a claim within thirty (30) days waives his/her right to make a claim for late payment penalties. If there is any dispute over the amount of the late fee or a denial of the late fee, MDPHA will endeavor to attempt to resolve the dispute.

Chapter 13. Tenancy Approval

13.1 Documents to be Submitted

When the voucher holder has located a unit during the term of the housing voucher, he/she must submit a completed Request for Tenancy Approval package to the MDPHA containing the following:

1. *Request for Tenancy Approval Form HUD-52517*, fully executed and signed by both owner and voucher holder tenant;

2. *Affidavit of Disclosure* fully completed, executed by the owner and notarized;

3. Proof of Ownership: if currently on the computerized Miami-Dade County property rolls, the tax bill or other document indicating the folio number may be submitted; if not current on the tax rolls, then a valid deed may be submitted;

4. A Tenancy Addendum for review by Housing Choice Voucher staff.

5. Condominium, co-op, or homeowner association approval letter, if applicable and required by such association. The letter should also indicate whether the owner of the condominium or co-op is delinquent on any fees due to the homeowner association.

6. *Housing Choice Voucher Landlord Certification of Responsibility Form* executed by the owner;

7. Tax Identification Number or Social Security Number, as applicable, for the owner; and

8. Other affidavits, as required by Miami-Dade County.

In circumstances where clarification of ownership is required, the MDPHA may request appropriate documentation and may verify such ownership with other Miami-Dade County Agencies and the County Attorney's Office.

Prior to the approval of the assisted tenancy, the MDPHA will request the following from the owner: *IRS Form W-9*, completed and executed, unless previously provided by the owner.

New owners will be provided with an orientation to advise them of their rights and responsibilities under the HAP. The MDPHA, may provide the option to attend this orientation or view an orientation video at a designated site including, but not limited to, the MDPHA website. Ownerships by trusts and corporations shall conform to Internal Revenue Service and the State of Florida requirements. A W-9 shall be completed for every ownership entity with a different tax identification number.

13.2 Approval of Assisted Tenancy and Approval to Move In

The MDPHA must review and approve all submitted documents, the rent must be reasonable; the unit must pass HQS initial inspection, and receive an executed lease prior to granting authorization for the family to move into the unit. The tenant shall be responsible for the full contract rent to owner if the family moves into the unit prior to being given authorization to move in. To the greatest extent possible, the MDPHA will approve tenancy within fifteen (15) days of RFTA acceptance given all documents are submitted, completed and executed, the rent is determined as reasonable or negotiated and the unit passes HQS inspection.

The MDPHA shall not approve a family for initial tenancy of a unit under Housing Choice Voucher if the family's portion of the rent exceeds forty percent (40%) of the family's monthly adjusted income. This requirement is subject to change in conformance with USHUD federal regulations.

13.3 Use of Unit for Business

A tenant may conduct small-scale legal business in the unit if all of the following conditions are met. An example of a business includes, but is not limited to, cottage industries such as sewing and alteration service. Conditions for use of unit for business are:

1. Must be included in the lease or as an addendum to the lease,

2. Must be approved by owner,

3. Income derived from the business must be included and calculated as part of the family's income,

4. Business is in compliance with local zoning codes and other ordinances; and

5. Business does not conflict with federal housing quality standards regarding space and occupancy standards.

Chapter 14. Housing Assistance Payments

Payments under valid Housing Assistance Payments (HAP) contracts will be made on or about the first of the month for which the payment is due. HAP shall be considered made when the check is issued or electronically transmitted to the owner. Initial payments, due to processing steps, may be delayed. However, all amounts due to date will be paid when processing is complete.

14.1 HAP Contract and Lease Termination

HAP payments will continue so long as the unit passes inspection, the family completes recertification annually, and is qualified and eligible for continuation in the Housing Choice Voucher program or until the HAP contract or lease is terminated by the owner, the tenant, or the MDPHA in accordance with federal regulations. If the HAP contract or lease is terminated, the assistance payment will terminate as follows:

1. If the tenant moves, the HAP will be paid through the notice to move date. If the tenant gives a notice of intent to vacate or executes a mutual lease termination agreement with the owner and does not move out of the unit by the date indicated, and the owner is willing to allow the tenant to remain in the unit, a cancellation of the notice to move is required to be signed by landlord and tenant. The existing lease will remain if it has a provision for continuation or a new lease or addendum will be required to be signed. Payment should continue on behalf of the family.

2. If the owner terminates the lease, the HAP payment will terminate when the tenant vacates the unit. The MDPHA must be given a copy of owner initiated notice of termination of lease. The MDPHA will review any notice of lease termination to determine that it complies with the lease provisions.

3. If the owner plans to evict the tenant for violating the terms of the lease, such notice must be given to tenant with a copy to the MDPHA prior to commencement of any eviction action. Such notice may not be simultaneous to eviction process.

4. If the MDPHA terminates the contract, payment will stop on the date indicated in the Notice.

5. See Chapters 22 & 23 for Change of Ownership or Foreclosure.

14.2 Right to Recoup Amounts Paid

1. Recapture by the MDPHA
   If a contract is terminated after payment has been made or a stop payment is not possible, the MDPHA reserves the right to recoup amounts paid erroneously to owners by withholding any payment owed to that owner, even if the payment owed is for another Housing Choice Voucher tenant or for another program. If the owner has no other valid Housing Choice Voucher contracts, he/she will be responsible for making repayment to the MDPHA promptly upon request. As an accommodation to those owners who have only one active unit, or who are no longer participate, in the MDHCV program and are experiencing economic hardship repaying the entire amount to be recouped as a result of over payments, MDPHA, may enter into a repayment agreement over a reasonable period of time, not to exceed one year, to recover such payments. The payment

terms and duration of these repayment agreements shall be determined at the sole discretion of MDPHA, in accordance with fair credit practices, local laws and ordinances.
The MDPHA reserves the right to place a lien on the property for any amounts owed after efforts to recoup funds are unsuccessful. The MDPHA may deny any new Requests for Tenancy approvals until the payment is made by the owner.

2. County Obligations
   The MDPHA reserves the right to withhold payments if an owner owes funds to another Miami-Dade County department. Such withholding is pursuant to County ordinance and administrative order and will only be made upon request by the affected department and with written notice to the owner.

14.3 Reduction or Termination of HAP Contract for Insufficient Funding

The MDPHA may reduce or terminate the HAP contract if it is determined, in accordance with USHUD requirements, that the funding under the consolidated ACC is insufficient to support the continued assistance for families in the program. In the event that termination of HAP contracts becomes necessary, the MDPHA shall exempt the following:

1. Elderly persons, sixty-two (62) years and older
2. Disabled families
3. Housing Choice Voucher Homeownership Program participants
4. Families receiving voucher assistance as a result of relocation due to HOPE VI development or
5. Families receiving voucher assistance through special allocations in VASH, Access 2000 and Mainstream programs

The MDPHA reserves the right to determine the methodology of termination of HAP contracts. Such methodology shall be based on income. Families currently paying seventy-five percent (75%) or more of contract rent will have the HAP contracts terminated. If after terminating families paying seventy-five percent (75%) or more of contract rent there continues to be insufficient funding, then families paying fifty percent (50%) to seventy-four percent (74%) of contract rent will be terminated. If there continues to be insufficient funding, then families paying twenty-five percent (25%) to forty-nine percent (49%) of contract rent will be terminated. The order of families being terminated in these payment groups shall be conducted on a first in first out basis (i.e., those families who have participated the longest in the program by lease-up date will be the first HAP contracts terminated). Notice of the HAP contract termination will be provided to the tenant and owner. Families terminated due to lack of sufficient HAP funding leaving in good standing shall be afforded, where available, other housing opportunities, including homeownership opportunities and affordable rental housing. Families removed from the program shall be placed on a list until funding is available for re-housing.

Chapter 15. Annual and Interim Re-certification

15.1 Annual Re-certification

1. Scheduling of Appointments

   Each family participating in the Housing Choice Voucher and Moderate Rehabilitation Programs is required by federal regulation to be recertified every twelve (12) months. Re-certification requires the program participant to provide information regarding family income and composition to MDPHA so that tenant rent for the coming year may be established.

The MDPHA will notify the Housing Choice Voucher family approximately ninety (90) to one hundred and twenty (120) days of re-certification time and will notify the family of documentation the family will be required to provide. Re-certification can be conducted either in person, by mail or home visit depending upon circumstances, at the discretion of the MDPHA. The MDPHA may access criminal records of any household members with the purpose of determining continued assistance under the program, at re-certification, change of dwelling, when adding a member to the household or a live-in aide, to substantiate allegations of criminal activities, and at any time the MDPHA deems necessary.

2. Number of Appointments and Missed Appointments

A family shall be allowed to miss no more than two appointments to complete the re-certification. If the family fails to keep the first appointment, a second notice shall be mailed stating that failure to complete the re-certification at the second appointment will be grounds for termination from participation in the Housing Choice Voucher program.

Exceptions may be granted by the MDPHA on a case-by-case basis with consideration of the reason or circumstances for not meeting the re-certification requirements. The MDPHA may require documentation from the family to prove any extenuating circumstances. The same number of appointments and procedure stipulated above shall apply to all programs, including the Family Unification program, Veterans Assisted Supportive Housing (VASH), and other targeted Housing Choice Voucher programs. The Florida Department of Children and Families shall be copied on the second appointment notification to Family Unification Program participants in an effort to provide any necessary intervention.

3. Failure to Comply in Timely Manner or Non-Compliance

A family's failure to comply with recertification requirements by providing all required documentation and signatures on forms is grounds for termination of assistance.

When the family causes an unreasonable delay in the recertification processing i.e. does not provide information within 30 days of the effective date of the recertification, MDPHA will:

- Implement any decrease in family share of the rent on the first of the month following the completion of the recertification processing.
- Implement any increase in family share of the rent retroactive to the family's recertification effective date without a 30-day notice since the delay on the family's part results in a waiver of the 30-day notice.
- Families and owners will be notified, in writing, of the results of the recertification and the effective date of the change.

4. Acceptable Verification of Income

The MDPHA will utilize the same procedures as used at admission for obtaining and verifying income. The MDPHA will utilize the verification guidelines under PIH Notice 2010-19, PIH Notice 2010-03 Verification of Social Security and Supplemental Security Income Benefits, and subsequent guidelines or regulations that may be issued by USHUD.

Enterprise-Income Verification (EIV), when available, and third party written verification of information (which may be provided by the family), are the most desirable types of documentation. If EIV information conforms to the family's declared income as described under Chapter 7.5, third party verification may not be required. The MDPHA staff will utilize the third-party verification criteria stipulated in Chapter 2, Section 2.13, for tenants under the program.

5. Student Eligibility

   A full or part-time household student must meet federal regulation eligibility requirements.

15.2 Interim Re-certifications

1. Family Composition Changes

   The family must inform the MDPHA of family composition changes due to birth, adoption or custody granted to the family by operation of law, or upon a family member moving out of the unit. Any other additions to the family must be requested in writing and approved by the MDPHA prior to the family member being added to the family composition as further described under Chapter 5, Section 5.2 - Changes in Family Composition.

2. Increase in Family Income

   If the family's income increases $200 or more per month, then the family shall report the income increase in writing within ten (10) business days of the change. Tenants will be provided a statement at annual recertification that they are required to report changes in income of $200 or more per month and that failure to report such changes may result in their termination from the program.

3. Decrease in Family Income

   If the family experiences a decrease in income that will be for a period longer than thirty (30) calendar days, an appointment for an interim review may be scheduled as needed. Child Support non-payment will be considered for an Interim re-certification if family shows court document or proof of non-payment for a period of at least 3 months. As long as information is provided in a timely manner by the tenant, decreases in rent will be made effective on the first day of the month following the month in which the change is reported.

   Rent will not be adjusted as a result of a family's income decreasing because of a reduction in Temporary Assistance to Needy Families (TANF) due to sanctioning by the welfare agency, State of Florida Department of Children and Families. The family is entitled to a hearing, should it wish to appeal such decision by the MDPHA not to reduce the tenant portion of the rent.

Chapter 16. Family Moves

16.1 Tenant Notice

With proper notice, a participant family may move to another unit either within or beyond the MDPHA's jurisdiction at the expiration of the lease term. Moves after the initial year of the lease term are limited to not more than one move in any 12-month period. A second move within the same calendar year may be allowed only under hardship conditions upon the approval of the MDPHA and for victims of domestic violence, sexual assault/battery, dating violence, and stalking, as described under Section 2.15. The notice to move must be in accordance with the lease, addressed to the owner with a copy to the MDPHA or its authorized contractor.

A family may move under the Housing Choice Voucher program with a change of dwelling approved by the MDPHA so long as the family has not committed any actions that are grounds for termination under Chapter 27, Part I, or failed to comply with obligations under 24 CFR §§ 982.551 and 982.553.

16.2 Mutual Lease Termination

A participant may move from an assisted unit, prior to the end of the first year of lease, by obtaining a mutual lease termination executed by the participant and the owner. The Housing Assistance Payments contract with the owner will be terminated by the MDPHA as of the date the lease is mutually terminated. A mutual lease termination in the initial lease term only applies under the conditions stated in 16.1.

16.3 Owner Responsibility on Tenant Move-Out

The owner is required to provide the MDPHA with a copy of any notice to the tenant upon move-out. The notice must include a provision for, but not limited to, return of security deposit. If the tenant gives a notice of intent to vacate or executes a mutual lease termination agreement with the owner and does not move out of the unit by the date indicated, and the owner is willing to allow the tenant to remain in the unit, a cancellation of the notice to move is required to be signed by landlord and tenant. The existing lease will remain if it has a provision for continuation or a new lease or addendum will be required to be signed. MDPHA will not pay HAP to the owner if a new HAP Contract has been entered with another owner on behalf of the tenant. .

Chapter 17. Tenant Rents and Owner Rent Increases

17.1 Tenant Rents

The minimum rent imposed on tenants is in accordance with federal regulations. The MDPHA has adopted a minimum tenant rent of $50.00 per month. If the family can demonstrate a long-term hardship (over ninety (90) days) in paying the minimum rent that would result in the family being evicted from the unit for its inability to pay the minimum rent, the MDPHA shall temporarily exempt the family from payment and will review the tenant's circumstances at the next scheduled recertification.

17.2 Rent Increases

An owner may request an adjustment to the contract rent sixty (60) days prior of the anniversary date of the HAP contract. Requests by the owner shall be in writing to the MDPHA rent increases are subject to market rent comparability surveys that prohibit paying more for a Housing Choice Voucher unit than a comparable unit on the unassisted market.

The rent to owner will only be increased for housing assistance payments covering months commencing on the latter of: the first day of the first month commencing on or after the contract anniversary date or a minimum of sixty (60) days after the request is received. The MDPHA shall not grant a rent increase unless the owner has complied with obligations under the HAP contract, including compliance with the HQS for all contract units. Because increased rent may cause the tenant's rent to increase in the Housing Choice Voucher program, any requests for a rent increase by the owner must be signed by the tenant. The requested rent must still be reasonable as relates to comparable rents in the market and shall be determined by a rent survey.

The MDPHA reserves the right to suspend consideration of the rent increase requests, dependent on available funding provided for the Housing Choice Voucher Program by USHUD.

17.3 Change in responsibility for Utilities

The approved contract rent to the owner and amount of HAP payment includes consideration of utilities. Should the owner and tenant agree to change the responsibilities for utilities, MDPHA must be notified.

MDPHA will recalculate the contract rent and HAP payment. The owner will be required to enter into a new HAP and the owner and tenant will be required to execute a new lease.

Chapter 18. Portability

18.1 Moving out of the MDPHA's Jurisdiction

A newly certified family may move to a unit outside of the MDPHA's jurisdiction after being certified for the Housing Choice Voucher Program so long as they are a resident of Miami-Dade County at the time of certification or for humanitarian reasons if they are not a resident at the time of certification. The MDPHA operates within all of the jurisdictions located within Miami-Dade County.

If the participant family is not a resident of Miami-Dade County at time of certification, the following applies to the family during the first twelve (12) months after admission to the program:

1. The family may lease a unit within the MDPHA's jurisdiction
2. The family does not have any right to portability
3. The MDPHA may choose to allow the family to port outside the MDPHA's jurisdiction
4. Both the MDPHA and the receiving housing authority must agree to allow the family to lease a unit outside of the MDPHA's jurisdiction

It is the MDPHA's policy not to allow a family to port out to any other housing agency in Miami-Dade County where MDPHA has jurisdiction to administer housing assistance. Exceptions to this policy may be granted at the discretion of MDPHA.

18.2 Absorption of Incoming Portables

Absorption of incoming portable vouchers will be based on the following criteria:

1. The MDPHA must determine the family's unit size for the portable family according to MDPHA's subsidy standards
2. The MDPHA may make the determination to deny or terminate assistance to a portable family in accordance with Chapter 2.7, Denial of Assistance, and Chapter 27, Termination of Assistance
3. The MDPHA shall attempt to obtain criminal history checks, including sex offender, in the state(s) where the household members have moved from, in addition to local criminal and State of Florida (www.fdle.state.fl.us) sex offender checks.
4. The same conditions apply for incoming portable families participating in the Family Self-Sufficiency (FSS) program in the PHA initiating the portability process
5. Availability of assistance and funding
6. Number of incoming Portables from a specific jurisdiction
7. Possibility of swapping vouchers within a given jurisdiction

Chapter 19. Family Self-Sufficiency Program

19.1 Overview

The purpose of the Family Self-Sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and housing assistance under the Section 8 voucher programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency. The MDPHA FSS is an employment and savings incentive program for low-income families receiving assistance under the Housing Choice Voucher Program. It was designed to encourage program participants' economic self-sufficiency and possibly homeownership via gainful employment, thereby decreasing and ultimately eliminating their dependency on welfare assistance. FSS consists of case management services, which are partnered with social service agencies, schools, businesses, and other organizations, to help families pursue job search training, employment, educational opportunities and supportive services; escrow accounts into which MDPHA deposits the increased rental charges that a family pays as its earnings rise.

19.2 Selection and Screening

Family participation is voluntary and encouraged. Interested families can request information and an application. Housing Choice Voucher program staff reaches out to participants of the Family Unification, and Homeownership programs, as well as others. Applicants must be in compliance with HCV program requirements and family obligations in order to enroll in FSS. Applicants may be screened for interest and motivation to attend FSS orientation sessions or pre-selection interviews and may be assigned certain tasks that indicate their willingness to meet the obligations imposed by the *FSS Contract of Participation (COP).* Any tasks assigned must be readily achievable by the family, based on its educational level and disabilities, if any. However, they cannot be screened for education, job history or performance, credit rating, marital status, or number of children, and any other factors that could result in discriminatory practices toward individuals with disabilities or those from minority or non-minority groups. Applications to the FSS Program are time dated and considered on a first come/first serve basis, as slots become available.

19.3 Contract of Participation: Term and Conditions

If the last annual or interim reexamination is older than 120 days, an annual or interim reexamination must be conducted before the Contract of Participation (COP) is executed. Family members must fulfill all requirements to obtain full benefits. The FSS contract requires that the family comply with lease stipulations, that all family members become independent of welfare assistance, and that the head of the family seek and maintain suitable employment that pays a living wage.

The family and case manager will work together to establish goals. The COP must be executed no more than one hundred and twenty (120) days after the household's most recent annual or interim re-examination. It lists the family's current annual income, the amount of earned income included, and the family's Total Tenant Payment (TTP).

During the term of the COP, increases in earned income and TTP are compared to the amounts listed in calculating escrow credits. The initial term of the COP is five (5) years; however, MDPHA may grant an extension of up to two (2) years in response to a written request from the family describing "good cause." Good cause includes circumstances beyond the family's control (e.g., serious illness or involuntary loss of employment) that thwarted the family's ability to remain off of welfare assistance for twelve (12) consecutive months. The COP is considered complete and the family's FSS participation concluded when:

1. The family has fulfilled all of its obligations under the COP on or before the contract expiration date; or

2. Thirty percent (30%) of the monthly adjusted income equals or exceeds the published FMR for the family unit size under MDPHA's subsidy standards. To claim its escrow, no family member can be receiving welfare as defined by the FSS regulations, but the twelve (12) consecutive months requirement does not apply. Although successful completion of the contract requires that no family member be receiving welfare assistance, the family may still receive rental assistance at the time of and after their successful completion of the FSS program.

19.4 Individual Training and Services Plan

The Individual Training and Services Plan (ITSP) identifies appropriate service needs for the head of household and each participant adult family member. Before the COP can be executed, the MDPHA must determine if employment goals proposed in the ITSP are appropriate, considering the participant's skills, interests, education, and jobs available in the local market. Based on these employment and personal goals, FSS Program staff refers participants to the appropriate resources and services that are needed for them to achieve their self-sufficiency goals. The ITSP establishes interim and final goals to be achieved within specific deadlines so the family's progress toward self-sufficiency can be measured.

19.5 Services Provided under FSS

Case management services may include, but not be limited to:

1. Child care
2. Transportation
3. Education
4. Job readiness, training, and employment counseling
5. Substance/alcohol abuse treatment or counseling
6. Household skills training
7. Life skills training
8. Homeownership counseling

19.6 The Escrow Account

A single, interest-bearing FSS escrow account is established for each participating family. An escrow credit, based on increases in the family's earned income, is credited to the account by the MDPHA during the term of the COP. A portion of this escrow amount can be made available to the family to complete an interim goal (e.g., education). If the family completes the terms of the COP and no member is receiving welfare assistance, the amount of the escrow account is paid to the head of the family. If the FSS contract is terminated, or if the family fails to complete it before the expiration date, the escrow funds are forfeited.

Chapter 20. Expanding Housing Opportunities

20.1 Overview

The MDPHA encourages families to search for housing in areas of low poverty and minority concentrations. The MDPHA also actively recruits landlords of suitable rental units that are located inside and outside of poverty or minority concentrated areas (as defined by the Miami-Dade County Planning Department, HUD census tract data, and the most recent U.S. Census data) for their participation in the

Housing Choice Voucher Program. Likewise, it provides voucher holders with a list of landlords who are participants in the program, information concerning the availability and benefits of mobility opportunities, as well as encouragement, support, and guidance on leasing rental units inside and outside of poverty or minority concentration areas. Moreover, voucher holders are briefed on the effective implementation of portability and other cooperative mobility strategies within and outside of Miami-Dade's jurisdiction. The overall objective is to encourage the availability of affordable housing and maximum geographic diversity; and the movement of voucher families into a broader range of neighborhoods including those of low poverty and minority concentration. It has been shown that when families with children move from high poverty to low poverty communities, school performance and college attendance increases, and the families benefit from reduced crime and greater employment opportunities.

20.2 Outreach to Owners and Owner Referral Lists

The MDPHA employs a variety of strategies to recruit owners of units inside, and especially outside areas of high poverty and minority concentration. For the latter group, landlords will be contacted through groups including the Miami-Dade County Realtors Association and Builders Association of South Florida. Additional strategies may include:

1. Newsletters and semi-annual seminars that provide up-to-date information, including program changes, to current and prospective owners

2. Surveys of owners are conducted to identify issues and based on the results, to improve program operation

3. Periodically, the MDPHA engages in direct advertising in *The Miami Herald, The Miami Times*, *Diario Las Americas* periodicals, the *Haiti en March*, and *The Voice*. It also makes public service radio and television announcements

4. Informational letters and flyers are posted at community organizations, neighborhood centers, churches and other places of worship; word-of-mouth leads and referrals are encouraged

5. This Administrative Plan and other information on the Housing Choice Voucher program are provided on the internet at the MDPHA's website so interested landlords or property owners can readily access information

6. Success stories involving the program and its participating families are disseminated via various media

7. Membership in associations of owners/managers of rental properties

8. Direct personal contact with owners

The MDPHA will maintain a listing by bedroom size of available rental units, including accessible units for persons with disabilities. Upon request, this list shall be made available to Housing Choice Voucher participants and shall be placed in public reception areas of the Housing Choice Voucher Program office.

20.3 Information Assistance for Voucher Families

The MDPHA will provide all new Housing Choice Voucher holders an information packet, typically distributed at the initial briefing, home visit or via mail. Maps will be provided showing areas of housing opportunities outside areas of poverty or minority concentration within its and neighboring jurisdictions, and assemble information on the characteristics of these areas (e.g., population demographics, types of housing offered, rent levels, schools, transportation, shopping, and employment options). The information is intended to introduce the family to a full range of neighborhoods where they may lease units and the

advantages each offers. The maps and related information are used to brief voucher holders of the full range of areas where they may lease units. The packet requirements are as follows:

1. A list of owner-landlords who are willing to lease units within and outside of poverty or minority concentrated areas, or organizations that are willing to help families find units within and outside of poverty or minority concentration areas

2. A written description of how portability works and a list of contact persons for neighboring housing agencies outside Miami-Dade County (including name, address, and phone numbers) for families who move under portability

3. Information about the existence and availability of units that can accommodate a family member with disabilities.

4. The participants' fair housing rights and what to do if discrimination is encountered will be discussed. In cases where discrimination is suspected, the MDPHA will advise the family to file a discrimination complaint with the Department of Housing and Urban Development, the Florida Commission on Human Relations, the Miami-Dade Commission of Human Rights or any other enforcement agency.

MDPHA periodically analyzes whether rental voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration; if so, it also analyzes whether it is appropriate to seek approval of exception payment standard amounts within its jurisdiction and seeks HUD approval when necessary.

Chapter 21. Providing Information and Complaints

21.1 Florida Public Records Act

Pursuant to the State of Florida's Public Records Act, Chapter 119 of Florida Statutes, all records generated by public entities during the normal course of business are considered public records and are open to review upon reasonable notice, unless exempted by State of Florida law or as stipulated below. A copy of this Administrative Plan shall be made available to the public at the Housing Choice Voucher Program office, and posted on the MDPHA's website.

Requests to view a file must be made in writing or by submitting a Public Information Request to the MDPHA during normal business hours. Upon requesting a file the person making the request shall be notified of the location at which the file may be accessed. Files may not be available at the time requested. If a file is not available, the MDPHA shall provide the requestor with the date or date/time the file will be available for viewing. The MDPHA shall obtain the requestor's name and telephone number to contact the requestor of any change in date or time the file is available for reviewing.

Copies of file documents may be requested. There will be a charge for copies in accordance with the Public Records law and Miami-Dade County Administrative Order No.4-48. Requests that require extensive staff time, or information checking resources, may access a charge that reflects the lowest salary (plus fringes) among all clerical workers, and if applicable, among all supervisory/management personnel who might perform such work, or the actual salary and fringes of the specific person or persons performing the work. Files may not be removed from the Housing Choice Voucher office.

Notwithstanding the requirement to comply with Chapter 119 of the Florida Statutes, the MDPHA reserves the right to claim any applicable exemption from the general requirements of the statute In instances of families in witness protection, victims of domestic violence, families with restraining orders or other documented circumstances where the file identifies information that places the family at liability,

requests for reviewing such files, which include addresses and other identifying information, shall be considered based on a review of the appropriateness of the requestor and individual circumstances.

21.2 Information to Owner

A potential owner will be provided the following information about the program participant on the Owner/Agent Certification form upon request:

1. The participant's current and prior address as shown in MDPHA records;

2. The address of the participant's current and prior landlord; and

3. A statement to the effect that the Agency has not screened the family's background or suitability for tenancy with the exception of a criminal and sex offender background check in accordance with MDPHA's policies.

The landlord is responsible for any other screening to be completed in a non-discriminatory manner. Landlords are responsible for determining whether to conduct their own criminal background checks to decide if the family is suitable for tenancy. If the current or potential owner requests criminal background information on an applicant/tenant, the MDPHA may not release details of the criminal background check but may notify the owner verbally over the telephone or in writing whether the family is eligible for assistance.

21.3 Complaints

MDPHA shall promptly notify the owner of any complaints by or about the family concerning its tenancy or housing as it relates to their tenancy or the Housing Choice Voucher program. Such notification shall be in conformance with Miami-Dade County Resolution No. R-1543-97. MDPHA has the right to request action by the owner or a response as to the resolution or outcome of the issue. In responding to a complaint, the MDPHA may require the family to come to the Housing Choice Voucher Office for an interview to address its concerns regarding participation in the Housing Choice Voucher program. Members of the public may file complaints against owners, tenants, and employees of the MDPHA by submitting a letter describing the specific problems to:

Director, Miami-Dade Public Housing Agency
701 NW 1st Court, 16th Floor
Miami, Florida 33136-3914

MDPHA investigates allegations of fraud or illegal activity committed by housing program applicants and tenants. Incidents of fraud or illegal activity may be reported by calling the MDPHA fraud hotline number. All calls are confidential and callers remain anonymous at all times.

Additional information on the MDPHA's Fraud Program can be found on MDPHA's website. Except as described in Chapter 30, Fair Housing and Equal Opportunity and Grievance Procedures, all non-fair housing and ADA complaints shall be reviewed by an appropriate staff member and answered in no more than thirty (30) calendar days. Persons filing complaints shall be informed on a regular basis as to the progress of their complaint and any decisions made by the MDPHA. Persons wishing to report welfare fraud may do so by calling or writing:

Florida Social Services Department
1317 Winewood Boulevard
Tallahassee, Florida 37399
800342-9274

Chapter 22. Transfer of Ownership

Section 14 of the existing HAP contract requires the owner to obtain the prior written consent of the MDPHA before any assignment of the HAP contract. In the event prior written consent was not requested nor granted, the HAP contract may be terminated. See Chapter 23 for change of ownerships resulting from foreclosures.

The new owner must submit all necessary paperwork and documents to Housing Choice Voucher Program staff and be qualified as an owner as indicated in Chapter 24. At the time of notification, MDPHA, shall stop payment to the former owner. If there is an overlap between the transfer of ownership date and the date the payments are stopped, the MDPHA shall not be responsible for funds already disbursed to the former owner and Housing Assistance Payment disbursements shall be settled between the new and the previous owners.

Chapter 23. Foreclosure

Any notification of foreclosure of a unit received by the housing agency shall be placed in the tenant file. A change of dwelling shall be given to the family at the discretion of the MDPHA . Preliminary notice of foreclosure action does not necessitate that the family move. The MDPHA may contact the owner or the foreclosing party (mortgage holder) for information. Failure of the MDPHA or its authorized contractor to make housing assistance payments when payment is owed and due shall not be the responsibility of the family. In such cases, the Agency shall expedite payment, including remittance of emergency check to assure continued tenancy for the Housing Choice Voucher family. MDPHA will comply with 2010-49.
If a property is foreclosed during the term of the lease, the new owner cannot require the tenant to vacate the property prior to the effective date of transfer of ownership. However, the tenancy can be terminated as of the effective date of transfer if the owner:

1. Will occupy the unit as a primary resident; and

2. Has provided the tenant 90 days notice to vacate.

Otherwise, the new owner shall assume the same lease and HAP contract that was effective between the prior owner, tenant, and MDPHA.

Chapter 24. Disapproval of Owners: Conditions

The MDPHA shall limit, deny or terminate participation of owners in any of the following circumstances:

1. When the owner is debarred, suspended, or subject to a limited denial of participation by USHUD;

2. When directed by USHUD as a result of an administrative or judicial action in violation of the Fair Housing Act;

3. When an owner has a history of uncorrected HQS;

4. When an owner has a history of fair housing violations or complaints;

5. When an owner has been convicted of fraud, bribery or any corrupt or criminal act in connection with any federal housing program;

6. When an owner has violated a HAP contract pursuant to the federal regulation at 24 CFR part 982;

7. When an owner has engaged in any drug-related or violent criminal activity;

8. When an owner has not paid local property real estate taxes, fines or assessments;

9. When an owner has claimed homestead exemption on the assisted unit;

10. When the owner is any member of the participant family, unless the MDPHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;

11. When the owner or a member of the owner's family, as defined by Miami-Dade County ordinance, is a County employee and has not obtained a waiver from the Ethics Commission;

12. When the owner has not paid in full all utility bills related to the tenancy of a Housing Choice Voucher family that are owner responsibility;

13. When an owner has a history of failing to terminate the tenancy of Housing Choice Voucher tenants for activity engaged by the tenant, any member of the household, guest or other person that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants, for drug- related criminal activity; or violent criminal activity;

14. When the owner fails to execute the Housing Choice Voucher Landlord Certification of Responsibility form.

15. When an owner has a history of being abusive towards the MDPHA staff or program participants.

Nothing in this Administrative Plan is intended to give or confer any rights upon any owner any right to participate in the MDPHA's Housing Choice Voucher Program. There are no appeal rights for the Agency's decision to disapprove owner participation.

Chapter 25. Project-based Voucher Program

25.1 Overview

1. Overall Approach

   MDPHA may designate a maximum of twenty percent (20%) of its non-targeted housing choice voucher allocation for project-based vouchers in order to administer project-based Voucher assistance. The MDPHA will project-base the vouchers for newly constructed, rehabilitated or existing housing units. MDPHA will enter into a Housing Assistance Payments (HAP) contract with qualified owners to provide project-based voucher assistance in compliance with MDPHA's PHA plan and consistent with the goals of deconcentrating poverty and expanding housing and economic opportunities.

2. Program Objectives

   The project-based voucher program is intended to provide housing assistance to individuals and families, so that specific objectives can be accomplished in accordance with USHUD's regulations as follows:

   A. To encourage developers or property owners, including non-profit housing development corporations, to construct standard, or to upgrade substandard, rental stock throughout the Miami-Dade County;

B. To make existing, newly constructed or rehabilitated dwelling units available to very-low and low-income persons at rents within the MDPHA's applicable payment standard.

Preference will be given to proposals that intend to attach project-based assistance to larger units, i.e., units with three (3) bedrooms or more.

3. Program Requirements

At its discretion, MDPHA will solicit proposals from developers, property owners and nonprofit housing corporations to participate in the project-based voucher program. Project based assistance may be attached to existing units, units to be rehabilitated and newly constructed units. In addition, a maximum of twenty-five percent (25%) percent of the units in any one building may receive project-based voucher assistance. However, single-family properties and properties designated for elderly families, disabled families, or families receiving supportive services are exempt from the twenty-five percent (25%) limit.

For the purposes of the project-based voucher program, existing units require a maximum expenditure of less than $1,000 per assisted unit, including a prorated share of work on common areas or systems to comply with federal housing quality standards (HQS) at the time the MDPHA notifies the applicant of selection. Rehabilitated units, for the purpose of the project-based voucher program, are units that require a minimum expenditure of $1,000 per assisted unit, including a prorated share of work on common areas or systems to comply with HQS.

All units in the building receiving project-based assistance shall be inspected for HQS, as stipulated in Chapter 10 of this Administrative Plan. The MDPHA shall inspect each unit on an annual basis. Only units that comply with HQS shall be included in the HAP contract.

For units undergoing rehabilitation or new construction concerning site and neighborhood standards apply. The site shall be accessible to social, recreational, educational, commercial, health facilities, and other appropriate municipal facilities and services.

Properties to be assisted under the project-based voucher program will be subject to the Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA) and the requirements of 49 CFR, Part 24, subpart B.

4. Location of Project-based Vouchers

The MDPHA may administer the program on a county-wide basis. In compliance with the federal regulations and the MDPHA's Equal Housing Opportunity Plan, suitable dwelling units must be made available under the project-based voucher program in structures that are located in areas outside of low income and minority concentrations, unless a waiver is requested from and granted by USHUD.

The MDPHA may request exceptions of the requirement that project-based assistance be located in census tracts with a poverty rate of less than twenty percent (20%) percent, based upon the review of the proposals submitted to the MDPHA.

5. Administrative Approach

The MDPHA shall perform traditional Housing Choice Voucher program administrative responsibilities associated with the implementation of the project-based voucher program. These functions include, but are not limited to, outreach, review and selection of proposals, inspections, tenant selection from the waiting list, determination of tenant eligibility, and annual recertifications, in accordance with this Administrative Plan, for applications that involve new construction or

rehabilitation of units. The MDPHA staff will also perform work write-ups, cost estimates, and feasibility analyses.

The MDPHA reserves the right to solicit proposals from private concerns to perform selected administrative responsibilities in the implementation of the project-based voucher program or may contract with the property owner or developer of the project-based property for any administrative functions that are the responsibility of the housing agency.

25.2 Administration of Project-based Program

1. Solicitation of Owner Proposals

   The MDPHA will solicit owner participation by advertising in three newspapers of general circulation, such as *The Miami Herald, Diario Las Americas* and *The Miami Times*, stating proposals to attach rental assistance for specific properties will be accepted.

   The advertisement may be published at least three times over a period of not less than thirty (30) days, and will include a statement that applications will not be accepted beyond the specified 30-day deadline. The advertisement will also specify the number of dwelling units the MDPHA estimates that it will be able to assist under the funding that the MDPHA is making available for this purpose and that only applications submitted in response to the advertisement will be considered. The advertisement will also state the MDPHA's selection policies.

   For proposals requiring new construction or rehabilitation of assisted units, the MDPHA will establish competitive procedures for the submission of proposals, which will be submitted to USHUD for approval.

   An application packet will be prepared for distribution to interested parties, and will also be made available at the MDPHA administrative offices. The packet will contain a description of the project-based voucher program, an outline of the rules and regulations governing the project-based voucher program, the required contents of owner proposals, and the criteria that MDPHA will use in the selection of eligible proposals.

   At MDPHA's discretion, additional information may be provided at pre-proposal conferences or workshops.

2. Requirements for the Submission of Proposals

   The owner's submission of the application to the MDPHA must contain:

   A. Description of housing to be assisted, including the number of units by size (square footage); bedroom count; bathroom count; sketches of proposed new construction or rehabilitation, if applicable; unit plans; listing of amenities and services and estimated date of completion for units to be rehabilitated or constructed. For rehabilitation, the description must describe the property "as-is" and must also describe the proposed rehabilitation.

   B. Evidence of site control, and for new construction, identification and description of the proposed site, site plan and neighborhood.

   C. Evidence that the proposed new construction or rehabilitation is permitted by current zoning ordinances or regulations or evidence to indicate that the needed rezoning is likely and will not delay the project.

   D. The proposed contract rent per unit, including an indication of which utilities, services and equipment are included in the rent and which are not included.

E. Information concerning the occupancy status of the units to be assisted under the project-based voucher program, including applicability of permanent and temporary relocation of site occupants.

F. A certification from the owner that there will be no displacement of residential tenants from units to be assisted under the project-based voucher program.

G. The identity of the owner, developer, builder, architect, management agent (and other participants) and the names of officers and principal members, shareholders, investors, and other parties have a financial interest; a disclosure of any possible conflict of interest by any of these parties; and information on the qualifications and experience of the principal participants, including previous participation in any USHUD programs.

H. The owner's marketing plan.

I. The owner's plan for managing and maintaining the units.

J. Evidence of financing or lender interest and the proposed terms of financing.

K. The proposed term of the HAP Contract.

3. Initial Inspection

Prior to the ranking and rating of proposals, an initial inspection will be performed by the MDPHA staff for properties included in proposals accepted for consideration of rating and ranking. The MDPHA will not inspect properties included in the proposals that do not meet threshold requirements for further consideration.

A. The inspection will determine if the property is eligible as defined at 24 CFR § 983.101, meets federal HQS, and the occupancy status of the units to be assisted.

B. For proposals which will involve rehabilitation, the inspection will also determine if the property can be rehabilitated without causing displacement of residential tenants from units to be assisted, will identify the rehabilitation work meets the minimum $1,000 per unit requirement, and if the specific work items will bring the units in compliance with HQS.

C. For proposals in which there will be new construction, the inspection will determine that construction work has not begun.

D. Should the MDPHA discover as a result of the initial inspection that the proposal does not meet program requirements, the owner will be informed in writing of the reasons for the rejection.

4. Rating and Ranking of Proposals

The rating and ranking of proposals will be performed by MDPHA staff. With regard to the initial screening of proposals, the criteria that will be utilized to determine whether a proposal should be rejected without further review or accepted for further consideration of rating and ranking will include:

A. Receipt of the proposal by the date and time as specified in the advertisement

B. Receipt of the proposal in the proper format, including submission of all specified forms with all of the entries completed as required

C. Proposals that indicate gross rents will exceed one-hundred and ten percent (110%) of the MDPHA payment standards, or which clearly indicate that the proposed project is infeasible, will be rejected

D. Proposals involving ineligible properties or housing types identified in 24 CFR 983.53will be rejected.

Proposals will be evaluated based on the factors determined by the MDPHA to rate and rank proposals. Among the factors to be considered in the ranking and rating of proposals include: suitability of the site to accommodate the number and type of units proposed for assistance, including environmental and health and safety concerns; design elements, with preference to proposals that offer larger units to be assisted; experience of the owner and other participants in providing affordable housing; plan for the relocation of current tenants, if applicable; and financial feasibility of the project.

For proposals that involve new construction or rehabilitation of units, additional factors will be considered: the estimated cost per unit of construction or rehabilitation, and the experience of the owner and other participants in construction or rehabilitation of rental properties in accordance with USHUD regulations.

5. Notification to Owners

Proposals that have been received in response to MDPHA's advertisement which comply with all of the prescribed selection criteria and procedures and are deemed feasible will be rated and ranked in accordance with the MDPHA's written policies. The Owners who submitted the highest ranked feasible proposals will be sent a written Notice of Acceptance stating the tentative number of units to be assisted.

25.3 Agreement to Enter into Housing Assistance Payments Contract

1. Pre-Agreement Process

For proposals in which there will be rehabilitation or new construction, owners shall have sixty (60) days in which to complete required actions before an Agreement to Enter into a Housing Assistance Payments (AHAP) Contract can be signed.

Prior to the AHAP execution for rehabilitation projects, the actions required are: preparation of detailed work write-ups, cost estimated, specifications and plans, as appropriate, depending upon the nature of the nature of the identified rehabilitation. Davis-Bacon wage rates are applicable for those buildings containing nine (9) or more units. The work write-ups must address the specific work items identified to meet the $1000 per assisted unit rehabilitation requirement as well as the work items that are needed to bring each unit to be assisted up to the USHUD Housing Quality Standards.

Prior to the AHAP execution for new construction units, the USHUD shall review owner proposals, which are submitted by the MDPHA, for compliance with site and neighborhood requirements set forth in at 24 CFR 983.154. Davis-Bacon wage rates are applicable for those buildings containing nine (9) or more units. In addition, the Owner must submit the design architect's certification that the proposed new construction reflected in the working drawings and specifications comply with HQS, local codes and ordinances, and zoning requirements.

2. Selection of Contractor

Owners are responsible for the selection of a competent contractor to undertake the new construction or rehabilitation work under the AHAP contract. The owner, contractor and his/her subcontractors are subject to Section 3 of the Housing and Urban Development Act, as amended in 1968, and the regulations at 24 CFR part 135, which requires that training, employment and contracting opportunities be provided, where feasible, to low-income Section 3 residents. The MDPHA's Administration Division shall provide oversight and assistance regarding the owner's responsibility under Section 3.

3. Uniform Federal Accessibility Standards: Section 504 and Fair Housing Act

   The owner and his/her contractors and subcontractors are subject to compliance with the Fair Housing Acts, Americans with Disabilities Act and Section 504 of the Rehabilitation Act and are required to comply with Uniform Federal Accessibility Standards requirements for persons with disabilities and the Fair Housing Amendments Act. The MDPHA's construction unit will coordinate Section 504/ADA requirements through the MDPHA's ADA Coordinator's office.

4. Execution of the Agreement

   When all required pre-Agreement procedures have been satisfactorily completed, the AHAP contract shall be executed. The AHAP must be executed before the start of any new construction or rehabilitation to be performed under the AHAP. Under the AHAP, the owner agrees to construct the units in accordance with the MDPHA approved working drawings and specifications or to rehabilitate the units in accordance with the MDPHA approved work write-ups.

25.4 New Construction or Rehabilitation Phase

1. Timely Performance of Work

   Immediately following the execution of the AHAP contract, the owner shall promptly proceed with the construction or rehabilitation work as provided in the agreement. In the event the work is not so commenced, diligently continued, or completed, the MDPHA may terminate the Agreement or take other appropriate action.

2. Inspections

   MDPHA shall conduct periodic inspections during the new construction or rehabilitation phase to ensure that work is proceeding on schedule and is being accomplished in accordance with the terms of the AHAP. Inspections shall be performed at such intervals so as to ensure that the work meets the levels of materials specified in the work write-ups or working drawings and specifications, and meets typical levels of workmanship in the area.

3. Changes to Work

   Owners must obtain prior approval from MDPHA for any changes from the work specified in the AHAP contract that would alter the design or quality of the required new construction or rehabilitation. If the owner makes any changes without the prior approval of the MDPHA,MDPHA may request USHUD to lower the initial contract rents in the amount determined by USHUD, and may require the Owner to remedy any deficiencies, prior to, and as a condition for, acceptance of the units. The MDPHA shall have the right to disapprove any changes requested by the owner.

4. Completion of New Construction or Rehabilitation

   The owner must notify the MDPHA in writing when the work is completed and submit evidence of completion. Among the documents the owner must submit is a Certificate of Occupancy, or other

official approvals required by the locality, and a certification that the work has been completed in accordance with the requirements of the AHAP.

The MDPHA will conduct a final inspection to verify the completion of all the work items required by the AHAP and a determination regarding compliance with Section 504/ADA/ Fair Housing Act, and other applicable laws, regulations and executive orders, HQS and the South Florida Building Code. If the MDPHA determines from the review and inspection that the unit(s) has been completed in accordance with the AHAP contract, the MDPHA shall accept the units(s).

If there are any items of delayed completion that are minor items or that are incomplete because of weather conditions, and in any case that do not preclude or affect occupancy, and all other requirements of the AHAP contract have been met, the MDPHA shall accept the unit(s); however, the MDPHA shall require the owner to deposit in escrow with the MDPHA's funds in an amount the MDPHA determines to be sufficient to ensure completion of the delayed items. In addition, the owner and the MDPHA shall execute a written agreement, specifying the schedule for completion of these items. If the items are not completed within the agreed time period, the MDPHA may terminate the AHAP contract or exercise other rights under the AHAP contract.

25.5 Housing Assistance Payments (HAP) Contract

1. Time of Execution

   The MDPHA and the owner shall execute the Housing Assistance Payments (HAP) contract if the MDPHA determines from review and inspection that the unit(s) has been completed in accordance with the AHAP contract and the owner has submitted the required evidence of completion as set forth herein. The effective date of the contract may not be earlier than the date of the MDPHA's inspection and acceptance of the unit(s).

2. Term of Contract

   The HAP contract shall have a term no greater than ten (10) years, subject to available funding. At the discretion of the MDPHA and for a term determined by the MDPHA, extension to the contract may be granted beyond the original term, contingent upon continued funding to achieve long-term availability of affordable housing for eligible households or to expand housing opportunities.

3. Initial Contract Rents

   The HAP contract shall establish contract rents that will not exceed one-hundred and ten percent (110%) of the Fair Market Rent (FMR) and will be the lowest of the reasonable rent or the rent requested by the owner. The initial contract rent must be reasonable in relation to rents currently being charged for units in the private unassisted market, taking into account the location, size, structure type, quality, amenities, facilities, and management and maintenance service of the unit.

   If the property has been allocated low-income tax credits, but it is not located in a "qualified census tract", the rent to owner must not exceed the lowest of: the tax credit rent minus any utility allowance, the reasonable rent or the rent requested by the owner.

4. Contract Rent Adjustments

   The HAP contract allows for adjustments in contract rent during the contract term and such adjusted rents shall be reasonable.

5. Vacancy Payments

Vacancy Payments will be made only if MDPHA has elected to include the vacancy payments in the HAP contract. If a unit becomes vacant as a result of a tenant moving out, the MDPHA shall continue to provide assistance for the unit for up to a maximum of sixty (60) days. Such payment will be made only if the vacancy is not a result of the owner's failure to take reasonable action to minimize such vacancies.

6. Reduction of Contract Units after Vacancy

If no eligible family rents a vacant unit with one hundred and twenty (120) days of the vacancy, the MDPHA may terminate its commitment to make additional assistance payments for the unit for the balance of the HAP contract.

25.6 Management Phase

1. Family Selection and Participation

The selection of tenants for the project-based voucher program will be consistent with the procedures detailed in Chapter 2 of this Administrative Plan. An applicant who rejects an offer of a projected-based unit or who is rejected by the owner of the housing unit will remain in the same position on the tenant-based assistance list, as if the offer had not been made. If a dwelling unit to which assistance is to be attached under the project-based voucher program is occupied, the MDPHA must determine whether the unit's occupants are eligible for assistance. If a unit is occupied by an eligible family and the unit is selected by the MDPHA, the family must be placed in an appropriately size project-based assisted unit in the project without requiring the family to be placed on the MDPHA's waiting list.

In the event that there are an insufficient number of eligible persons on the waiting list, the MDPHA shall place applicants referred by the owner on the waiting list. Eligibility for selection in the Project-based voucher program shall be consistent with the MDPHA's tenant-based and project-based assistance programs.

Should a family elect to move from a unit assisted under the project-based voucher program after the initial year, the MDPHA must provide the family with a Housing Choice Voucher. If no vouchers are available to the family, the MDPHA must give the family priority to receive the next available tenant-based voucher.

2. Briefing of Families

When a family is selected to occupy a unit under the program, the MDPHA shall provide the family with written information concerning the tenant rent and any applicable utility allowance. The information conveyed at the briefing will include, but not be limited to:

A. Family and owner responsibilities,

B. That the subsidy is tied to the unit and the family must occupy an approved unit under the program,

C. The likelihood of the family receiving a Housing Choice Voucher after the HAP contract expires,

D. The family's options under the project-based voucher, program, if the family is required to move because of a change in family size or composition, and

E. Hearing procedures, including a description of the circumstances in which the MDPHA is required to provide the opportunity for an informal hearing and of the procedures for requesting a hearing.

3. Lease Requirements and Termination of Tenancy

The lease between the family and the owner shall be for one (1) year, or the remaining term of the HAP contract, if the contract will expire within one (1) year. The lease may contain a provision permitting the family to terminate the lease on not more than sixty (60) days advance written notice to the owner. In the case of a lease term for more than one (1) year, the lease must contain a provision permitting the family to terminate the lease on not more than sixty (60) days advance written notice to the owner after the first year of the term.

4. Informal Hearing and Review

The regulations at 24 CFR §§ 982.554 and 982.555 regarding informal reviews for applicants and informal hearings for participants, apply to this program. See Chapter 29 for the MDPHA's informal review and hearing procedures.

5. Overcrowded and Under Occupied and Accessible Units

If the MDPHA determines that a family is occupying an overcrowded or under-crowded unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the MDPHA must notify the family and the owner of this determination and of the MDPHA's offer of continued assistance. The continued assistance offer may be:

A. Project-based voucher assistance in an appropriate size-unit (in the same building or another building);

B. Other project-based housing assistance;

C. Tenant-based rental assistance under the voucher program;

D. Other comparable public or private tenant-based assistance (e.g. under the HOME program.)

The determination of the offer of continued assistance will be at the discretion of the MDPHA. However, if the MDPHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the MDPHA must terminate assistance payments for the project-based unit at the expiration of the term of the voucher.

If the MDPHA offers the family the opportunity for another form of continued housing assistance, except for tenant-based voucher assistance, and the family does not accept the offer, does not move out of the Project-based Voucher unit within a reasonable time, or both, the MDPHA must terminate the housing assistance payments for the project-based unit.

Chapter 26. Homeownership under Housing Choice Voucher

26.1 Overview

The MDPHA shall administer and offer a homeownership program as allowed under 24 CFR §§ 982.625 through 982.641 to permit eligible Housing Choice Voucher recipients to purchase a home using the voucher subsidy. With the competitive rental market and increasing need for affordable housing in Miami-

Dade County, the establishment of a Housing Choice Voucher Homeownership program will create a larger selection of housing choice which eligible Housing Choice Voucher families can use.

The MDPHA shall oversee the Housing Choice Voucher Homeownership program, hereafter referred to as the Homeownership program. The MDPHA shall determine eligibility of families and enforce the federal regulations regarding homeownership and its Administrative Plan rules.

The goal of the program is to provide homeownership opportunities, along with counseling, self sufficiency, training and support, thereby facilitating economic opportunity within communities while providing parameters to ensure the success of the homebuyer. This program is designed to minimize default of the homeowner, which would have a negative impact on the family and the neighborhood where the unit is located and would enhance economic opportunity for families eligible for such a program.

The MDPHA shall be responsible for the overall management of the Homeownership program. They shall perform outreach activities to identify and facilitate the participation of Housing Choice Voucher families in homeownership. Families initially screened and certified eligible will be referred to the Miami-Dade Housing and Community Development (HCD), for mandated homebuyer counseling and home mortgage assistance. HCD, which administers MDPHA's home mortgage programs, shall be responsible for providing second mortgage financing, if needed, qualification determination, and counseling and training. Together these operations will ensure the successful implementation and administration of the Homeownership program.

The MDPHA implements a wide range of housing programs designed to enhance housing opportunities for low and moderate-income families, including homeownership for first time homebuyers. The MDPHA's experience in homebuyer opportunity programs dates back to 1984. A maximum of ten percent (10%) of the voucher allocation inventory may be targeted for homeownership. The percentage may be amended based on the success of the program and need of Housing Choice Voucher families. Upon authorization by USHUD, the MDPHA may opt to administer other types of homeownership programs using the housing subsidy, including but not limited to an alternative down payment assistance program.

26.2 Eligibility of Family

Family eligibility shall be:

1. A family assisted under the homeownership option may be a newly admitted or existing participant in the program;

2. The family must be currently in good standing with the housing agency, including no outstanding debt to the MDPHA for previous housing quality standard damages or unpaid rent;

3. The family must be in compliance with the current lease;

4. The family shall not have tenant responsible housing quality standards violations existing in the unit which have not been corrected within the time provided by the Inspections Department;

5. The family shall not have a history of late rent payments;

6. The family must be a first time homebuyer and not have any member of the immediate family owning a home for a minimum of three (3) years prior to receiving the homeownership assistance. A displaced homemaker or single parent who owned a home with a former spouse is exempt from this requirement;

7. The family must not have any financial interest in any other home while receiving Housing Choice Voucher assistance;

8. The family must not have any outstanding debts which would deem them unqualified for home financing;

9. Any family member must not have been previously assisted under the MDPHA's Homeownership program while an adult and defaulted on a mortgage obtained through a MDPHA Homeownership program;

10. The family must be income eligible and have at least one adult family member who is employed full time year round for a minimum of one year. Families with an adult family member who is disabled or elderly shall be exempt from the employment requirement; and

11. The family must not be within the initial one-year (1-year) term of the HAP contract in order to be considered eligible.

Families currently enrolled in the Family Self-Sufficiency Program shall be encouraged to participate in the Homeownership program.

26.3 Income Requirements

Homeownership opportunities will be offered to Housing Choice Voucher households having acceptable credit to the private lenders participating in the Homeownership Program. Those families without acceptable credit shall be allowed ample time to clear credit while completing other requirements as defined herein, in order to participate.

Exceptions may be made on a case-by-case basis by the MDPHA regarding time limits or other policies to help facilitate usage of the Voucher for homeownership as a realistic goal. Eligible families must demonstrate that the monthly income for the head of household or spouse/partner is sufficient to meet homeownership guidelines and other family expenses for initial qualification for the program. At least one (1) adult member of the household must be currently employed on a full-time basis, or not less than thirty (30) hours per week, and must have been continuously employed full-time for the year before receiving homeownership assistance, with the exception of elderly or disabled families.

Except for disabled families, a family must have a minimum annual income of not less than the federal minimum hourly wage multiplied by 2,000 hours The current amount may change when the minimum wage changes as defined by 24 CFR § 982.627 (c)(1)(i).

Except in the case of an elderly or disabled family, the MDPHA shall not count any welfare assistance received by the family in determining the annual income (24 CFR § 982.627 (c)). For an elderly or disabled family, welfare assistance for the adult family members who will own the home will be included for determining if the family meets the minimum income requirement. For disabled families, the minimum annual income is the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve (12). Full time employment records must be submitted and reviewed as part of the qualification process. Families interested in the program will have their income eligibility determined by Housing Choice Voucher staff once determined initially eligible, the family shall be referred to the MDPHA's Homeownership program administrator for an initial briefing regarding the program.

26.4 Income and Credit Verification

The Homeownership program shall use the Housing Choice Voucher definition for income, which is based on annual income. Annual income is the gross amount of income anticipated to be received by all adults in a family (excluding full-time students and authorized live-in aides) during the twelve (12) months following the effective date of the determination. The MDPHA's non-federal funding may be utilized for

second mortgage financing which allows for income averaging for the prior two (2) years for candidates that are self-employed, earn commission, tips or overtime.

When the homeownership case is sent to MDPHA's HCD, designated Homeownership staff will conduct an Enterprise Income Verification (EIV) as described under Chapter 7.5. Applicants' income will be verified using the following one or more documents:

1. Last two (2) pay stubs from employer and past two (2) years tax returns
2. If self-employed, past two years tax returns will be required and a profit and loss statement as of the date of application
3. Verification of employment
4. Any other source of income that can be readily verified, i.e., Social Security, SSI (SSI income may be subject to federal restrictions, which may limit their use), pension retirement, and child support
5. Any other form of verification as required by funding.

In addition to federal income tax returns, the number of household occupants shall be verified using any one or more of the following items:

1. Birth certificates on which the parent/applicant's name is listed
2. School records which give the parent's name and address
3. Court-ordered letters of guardianship/adoption
4. Copy of recorded divorce decree and property settlement

A credit report will be generated and at the option of the MDPHA, staff will complete a home visit.

26.5 Homebuyer Education and Counseling

As a requirement of the program, the family must attend and complete homeownership education and counseling. Once the MDPHA determines eligibility, the Housing Choice Voucher participant is required to participate in the counseling regarding purchasing and financing a home. The MDPHA contracts with several homebuyer counseling agencies to provide homeownership training to all low income population groups in Miami-Dade County in English, Spanish, and Creole. The normal homebuyer training curriculum requires a minimum of an eight (8) hours course and an original certificate of completion or certified copy must be part of the loan application.

The counseling shall include such issues as types of financing, how to find appropriate financing, fair housing practices, credit counseling, budget and money management, how to locate a home, selecting a neighborhood including consideration of schools, employment and transportation, how to negotiate a purchase price, and home maintenance. Through counseling, the family will also be encouraged to consider the advantage of purchasing a home in deconcentrated areas.

Post purchase counseling shall be ongoing and will be afforded to assure the success of the family once they assume homeownership.

26.6 Eligible Housing

Eligible voucher families, as defined in Chapter 26.2, participating in the Homeownership program may purchase a home using federal housing assistance. Section 8assistance may be used to purchase an existing home or a new home under construction, defined as a home where the foundation has been completed with footings in place. The following housing is eligible:

1. A newly constructed single family or town home (never lived in),
2. An existing single family home or town home,
3. A single family home or town home under construction,
4. A condominium,
5. A cooperative,
6. Twin home (one-side only),
7. Manufactured home meeting the Florida Building Code minimum requirements for construction must have a permanent foundation and a 40-year lease.

Eligible properties to be acquired may be owner-occupied or vacant. Under no conditions will the property be sold to an applicant if the acquisition triggers the relocation requirement. The maximum purchase price of eligible properties shall be reviewed annually. Various funding sources may have requirements regarding maximum purchase price.

26.7 Loan Qualification and Application Process

Homeownership loans to applicants allow for the following ratios:

1. Funding Source First mortgage lender
2. Monthly housing expense-to-income 33 percent
3. Monthly total obligations-to-income 45 percent

Exceptions to the total obligations-to-income ratio may only be made by the MDPHA on a case-by-case basis, when compensating factors exist. Participating lenders should bring the ratios as close to the maximum as possible.

Housing Choice Voucher families interested in purchasing a house may do so by purchasing a newly constructed house from a developer in the County's affordable loan program, or purchase an existing house, as defined in Chapter 26.6 in the open market utilizing a participating lender.

The MDPHA provides each Housing Choice Voucher family with a pre-qualification letter and HCD provides the family with an affordability study indicating the maximum dollar value of the home to be purchased using the voucher. Once a home is selected, all homebuyers must be approved by a qualified lender. Once the lender takes an application and provides a loan commitment, the lender will forward a copy of the loan file to the MDPHA on behalf of the Housing Choice Voucher family in order to reserve the required secondary mortgage financing, if needed.

Upon completion and processing of the loan by the lender and the MDPHA, the loan is scheduled for closing by the lender. The MDPHA may provide first mortgage financing in limited instances upon the recommendation of the HCD staff.

26.8 Housing Search

After pre-qualification, the family will be advised they have a period of one hundred and twenty (120) days to locate a home for purchase. Upon initial selection of a unit, the family will be allowed an additional one hundred and twenty (120) days to secure financing and close on the chosen property. During this time, the family shall be allowed to continue to use their Housing Choice Voucher for rental assistance. At the option of the MDPHA, due to reasonable documented circumstances, time limitations may be extended or revised on a case-by-case basis.

Should the family be unable or unwilling to complete the purchase of a home through the Homeownership program, the family may continue to use their voucher for rental assistance, so long as they continue to be eligible and comply with MDPHA policies, as contained in this Administrative Plan, and federal housing regulations.

26.9 Down Payment Requirement

The required down payment is three percent (3%) of the purchase price. One percent (1%) must come from the applicant's own funding. The family may be eligible and seek additional funding for down payment and closing costs as assistance to low-income families.

26.10 Program Requirements

Once a family purchases the unit, the family must use the property as their primary residence which will be reflected in the mortgage documents. The family must comply with all mortgage requirements. At the option of the housing agency, the homebuyer may be requested to attend and complete additional homeownership counseling and training.

Ownership must be in fee simple title, a 99-year leasehold interest, or ownership or membership in a cooperative. In cases of a 99-year leasehold interest, the remaining lease term must equal the term of the loan.

Annual recertification by the family is required, for as long as homeownership assistance is being provided. Limitation of homeownership assistance will be a maximum of fifteen (15) years for a home purchased with twenty (20) or more years financing from the date of the first homeownership housing assistance payment and a maximum of ten (10) years in all other cases. If the family qualifies as elderly or disabled upon commencement of the homeownership assistance, there is no time limit by which the family may receive such assistance.

HCD may provide second mortgage financing to Homeownership Program participants. HCD requires that applicants obtain thirty (30) year first mortgage financing from a first mortgage lender in order to obtain the secondary financing. For families who sell the original house and seek to purchase another house under the Homeownership program with continued homeownership assistance, the maximum term commences upon the date of purchase of the first house.

The MDPHA shall encourage participants to establish and maintain a savings, credit union, or other type of investment account at the time of the loan closing. The purpose of this account will be to generate a reserve fund for necessary maintenance, replacement or repair needs. Funds would then be withdrawn as needed for the home. The MDPHA reserves the right to establish such accounts on behalf of the homebuyer.

26.11 Housing Assistance Payments

The family's monthly Housing Assistance Payment will be the lesser of the Housing Choice Voucher payment standard minus the Total Tenant Payment (TTP) or the monthly homeowner expenses minus

the TTP. The MDPHA will annually re-examine the family's income and family composition and make appropriate adjustments to the amount of the monthly Housing Assistance Payment.

Homeownership expenses include, but may not be limited to principal, interest, applicable taxes and insurance on mortgage debt, refinancing charges of mortgage debt, and the MDPHA determined utility and maintenance allowances. Other housing expenses that may be incurred by the family include but are not limited to condominium maintenance fees.

Families who have lost their employment will be considered for adjustments, as will families with changes in their family composition. If a family's income increases to a point that they are not eligible to receive a Housing Assistance Payment, eligibility for such payments will continue for one hundred and eighty (180) calendar days. At the end of a continuous period of one hundred and eighty (180) days, eligibility for Housing Choice Voucher assistance will automatically terminate.

To assure the timely mortgage payment, the MDPHA's loan servicing unit will issue the monthly mortgage payment to the first lender. The family shall be responsible for remitting the TTP of the payment to the loan servicing unit by the first of each month along with the payment due on the second mortgage loan, if applicable. If the Housing Assistance Payment is greater than the mortgage payment and taxes and insurance escrow payments, the difference will be paid to the family.

26.12 Financing and Payments

First mortgage financing must meet current lending standards, including Federal National Mortgage Corporation "Fannie Mae" and Federal Home Loan Mortgage Corporation "Freddie Mac." First mortgages shall be offered by a participating lender at prevailing market rates.

The MDPHA shall reserve the right to determine whether the Housing Choice Voucher family can afford the proposed financing. In order to protect the family and to meet the parameters of the financial arrangement by the family, the Homeownership program will prohibit any financing which includes balloon payments, variable interest rates, or private seller financing.

For those homebuyers who are FSS participants, the MDPHA shall encourage these families to utilize their escrow balance to assist with the down payment and closing costs of the home purchase as well as the capitalization of the escrow reserve. Escrow withdrawals will be permitted for the purchase of required home appliances and for necessary home improvements and repairs only if the family has fulfilled established interim goals and requires a portion of the FSS escrow for purposes consistent with the contract of participation. Such releases from the FSS escrow reserves will be at the discretion of the Agency.

The amount of the monthly homeownership assistance payment shall include all principal, interest, taxes and insurance and, if applicable, homeownership association fees and maintenance allowance, the allowance for cost of major repairs and replacements and the applicable utility allowance. This payment will be the lower of the payment standard, less the total tenant payment or the family's monthly homeownership expenses, minus the total tenant payment. The total tenant payment will not exceed thirty percent (30%) of the family's gross monthly income, taking into consideration allowances and deductions permitted by regulation.

Second mortgage loan payments may be interest deferred, principal only. Deferred loans may be given to Housing Choice Voucher families on an as-needed basis.

26.13 Inspections Requirements

In accordance with the federal housing regulations and MDPHA loan policies, inspections of the property will be conducted prior to the approval for purchase of the home. An inspection by the Housing Choice Voucher Inspections Department will be conducted for compliance with federal housing quality standards.

A second inspection must be an independent professional home inspection conducted by an independent inspector. The cost of this inspection must be borne by the Housing Choice Voucher family. If the homebuyer is a participant in the FSS program, this inspection may be paid from funds in their FSS escrow account. The inspector shall be certified by the American Society of Home Inspections. Such inspection shall require the inspector to develop a written list of items that are likely to need replacement or repair within the next one to three years. Such an inspection shall include, but not be limited to, cover the major building systems and components, including the foundation and structure, the house's exterior and interior, roofing, plumbing, electrical and air conditioning/heating systems. These inspections shall be performed before closing of all units with the Homeownership program. The MDPHA retains the right to disqualify the unit for inclusion in the Homeownership program, based on the inspections.

In addition, on newly constructed properties funded through Miami-Dade County, the County will provide random inspections during the construction of the home and detailed final inspections prior to the placement of the first or second mortgage. Environmental clearances will be required when using federal funds.

26.14 Insurance Requirements

Title insurance will be required. In the case of the Housing Choice Voucher family, the costs for title insurance shall be included in the closing costs. The family shall obtain and maintain hazard, flood and windstorm (if required) insurance, at minimum, in the amount of all financing (first, and if necessary second and subsequent mortgages). The family should be responsible for obtaining such insurance. The cost for the insurance may be included in the loan amount. If the MDPHA has financed any portion of the loan, the MDPHA must be listed as a loss payee. The lender has the responsibility to determine and document whether the unit is in a flood hazard zone. It is the responsibility of the family to insure units in flood zones for flood damage.

26.15 Sales Contract

Housing Choice Voucher families purchasing a home through the Homeownership program must complete a contract of sale with the owner of the property to be purchased. The unit must be substantially built before the contract is executed. The contract must include the price of the unit, terms of sale, the purchaser's inspection requirements, and notice that the sale is condition on the purchaser's acceptance of the inspection reports, and include an agreement that the purchaser is not obligated to pay for necessary repairs.

The contract must also provide a certification from the seller stating the seller has not been debarred, suspended or subject to a limited denial of participation by USHUD.

26.16 Family Obligations

Before closing, the family must execute a statement of homeowner obligation in a form prescribed by the housing agency. To receive homeownership assistance, a family must comply with the following obligations:

1. The family must comply with the terms of the mortgage securing debt incurred to purchase the home;

2. For as long as the family is receiving homeownership assistance, the family may not sell, convey, encumber or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home, without the MDPHA's knowledge and approval;

3. The family must supply required information regarding income and family composition in order to correctly calculate total tenant payment and homeownership assistance;

4. The family must provide information on any mortgage or other debt incurred to purchase the home and any refinancing of such debt and any sale or other transfer of any interest in the home;

5. The family must notify the MDPHA if the family defaults on a mortgage securing any debt incurred to purchase the home;

6. The family must notify the MDPHA before the family moves out of the home;

7. The family must, at annual recertification, document that he or she is current on all housing related payment include mortgage, insurance and utility payments;

8. The family cannot refinance without the authorization of the MDPHA.

26.17 Portability

Families that are determined eligible for homeownership assistance may exercise the homeownership option outside of MDPHA's jurisdiction if the receiving housing agency is administering a Homeownership program and is accepting new families into the receiving housing agency's homeownership program.

26.18 Default and Termination of Assistance

If the family fails to comply with its family obligations as set forth in federal regulations or in this Administrative Plan, the family may be terminated from homeownership assistance. Federal regulations further require the housing agency to terminate homeownership assistance for any family that is dispossessed from the home pursuant to judgment or foreclosure. If the family defaults on the mortgage, the family will have their housing voucher withdrawn and no new voucher will be issued for either homeownership or rental assistance. Exceptions to this policy shall be reviewed on a case-by-case basis, particularly as it relates to income loss of the family. Termination from the homeownership program will be in compliance with Chapter 27.

26.19 Continuation of Assistance

A homeownership family may purchase another home with assistance provided there is no mortgage loan default and the family is in compliance with the statement of homeowner obligations.

26.20 Down Payment Assistance and Other Program Issues

The MDPHA shall consider and implement other homeownership program rules as promulgated by USHUD, including but not limited to use of housing assistance payment funding for down payment assistance.

Chapter 27. Termination of Assistance

27.1 Grounds for Termination of Assistance

1. Housing Choice Voucher housing is a scarce resource and the MDPHA holds the position that Housing Choice Voucher families must be held accountable for their actions as it relates to their tenancy under the Housing Choice Voucher program.

   The MDPHA shall terminate assistance for a participant family, including Moderate Rehabilitation tenants (where applicable), on any of the following grounds:

A. If the family violates any family obligation stipulated in federal housing regulation under the program or the Statement of Family Obligations;

B. If the family fails to sign and submit consent forms or other documentation required to determine continued eligibility in the program;

C. Failure by the participant to report to any recertification interview or provide verification of any information required by MDPHA. Participants who fail to comply are provided an Intent to Terminate letter and an opportunity to cure. See Section 15.1.

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

E. If there is any drug-related criminal activity, violent criminal activity, or non-violent criminal activity, whether on or off the premises, committed by the participant, any member of his/her household, a guest or a person under the control of the participant, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. Any such criminal activity, even in the absence of an arrest or a conviction, shall be cause for termination (See Chapter 2, Section 2.7, (4) – Criminal Activity for additional details):

   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 other residents, employees of MDPHA or any other Miami-Dade County personnel or official.

   d. An 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 participant is found not guilty or acquitted, may not result in denied assistance except for the cases specified in Paragraph G below, or when there is a history or pattern of repeated arrests, or when such activity threatens health, safety, or right to peaceful enjoyment by other residents, employees of MDPHA or any other Miami-Dade County personnel or official.

   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 participants or employees of MDPHA.

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

G.
Open cases shall be held pending final disposition. Upon a disposition from the court, the MDPHA shall either recommend termination or take no action based on the outcome as defined above. In circumstances where the family member admits to the crime, whether or not an arrest, charge, or conviction takes place, the family shall be recommended for termination based on the admission.

H. If the family currently owes rent or other amounts to the MDPHA or to another housing authority in connection with Housing Choice Voucher or public housing assistance under the 1937 Act;

I. If the family has not reimbursed any housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease;

J. If the family breaches an agreement with the MDPHA to pay amounts owed to the MDPHA or amounts paid to an owner by the MDPHA;

K. If the family has engaged in or threatened abusive or violent behavior toward the MDPHA personnel;

L. If the family has made threatening behaviors to others or has failed to maintain the property or caused severe damage to the unit;

M. The denial of service, disconnection or shutting off of utilities that the participant is responsible for paying will result in termination; MDPHA will not terminate assistance if the participant restores utility service legally within 30 days of the issuance of the Intent to Terminate notice.

N. Discovery that a participant is tampering with utilities to illegally obtain service;

O. If the participant, any member of his/her household, a guest or a person under the participant's control threatens, obstructs or interferes with an MDPHA employee conducting official business.

P. If the family repeatedly breaks obligations under the lease or for serious violations of the lease, including, but not limited to:
   i. failure of HQS inspection due to tenant caused violations, serious or repeated damage to dwelling unit,
   ii. repeated activities which interfere with the peaceful enjoyment of the premises by other residents documented by police reports, neighborhood complaints or other third party information.
   iii. If the owner terminates tenancy through court action for serious or repeated violation(s) of the lease, including but not limited non payment and damage to the unit
   iv. Non-payment of rent does not include any portion of HAP payment being withheld by MDPHA for owner's failure to comply with the HAP contract;

Q. If the MDPHA determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants.

R. Full-time or part-time students who do not meet student eligibility requirements.

S. Any other grounds for termination permitted by USHUD.

2. Mitigating Circumstances
Prior to MDPHA's decision to send a notice terminating assistance, 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. See Chapter 2, Section 2.8 – "Applicants and Tenants Claiming Mitigating Circumstances" for additional details.

27.2 Notice

If the MDPHA recommends termination of a family's participation in the program, the family will be notified in writing stating the grounds for proposed termination of assistance and the effective date of termination. The notice will also state whether the participant has a right to a hearing in accordance with the regulations, the procedure for requesting a hearing, and that the participant may be represented at the hearing at their own expense. The owner will receive notice of the recommendation of termination of a family's participation. The same provision stipulated above shall apply to the Family Unification Program. However, the MDPHA shall notify the Department of Children and Families if a family is at-risk of termination in order to allow timely intervention.

Chapter 28. Policies Concerning Repayment of Amounts Owed to the MDPHA

Except as otherwise required under Chapter 7.5, Enterprise Income Verification, Third Party Verification, and Factors Affecting Eligibility and Family Rent, the MDPHA has the discretion to enter into repayment agreements with program participants for amounts owed to the MDPHA, if it is in the best interest of the MDPHA, the debt has not been expunged by operation of law, and the participant has not intentionally committed any act that led to the amount owed. Currently, the debt will be considered expunged by operation of law if the time period has exceeded five (5) years and the MDPHA has not attempted to collect the debt within the five-year period.

28.1 Standards for Repayment

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

1. Down payment of at least twenty percent (20%) to be paid at time of signing the repayment agreement by money order or cashier's check.

2. The balance is to be paid within twelve (12) consecutive monthly payments starting thirty (30) days from the date of down payment.

28.2 Exceptions

Any terms allowing more time for repayment or for a lower down payment must be approved by Housing Choice Voucher Program director or his/her designee. A hearing officer shall also have the discretion to set the amounts and length of time for repayment, if a repayment agreement is a stipulation of participation determined at an informal hearing. Strict adherence to the terms of the repayment agreement by the participant is necessary otherwise benefits may be terminated in accordance with this plan, as indicated in Chapter 27.

Chapter 29. Informal Hearing and Review Procedures

29.1 Participant Hearings

Informal hearings will be allowed regarding the application of MDPHA policies in this Administrative Plan to a particular participant. Such hearings will not be a means to challenge a policy as a whole. Thus if a

program participant considers an MDPHA action, such as being terminated from the Housing Choice Voucher program, detrimental to their interest, the participant may request an informal hearing to contest the action, not the policy which resulted in the action.

Hearings are afforded to Housing Choice Voucher participants in accordance with the Code of Federal Regulations 24 CFR § 982.555 and as included in this Administrative Plan. (The process described in the MDPHA's Reasonable Accommodation Policies and Procedures document included under Attachment C will be followed for participants denied reasonable accommodation requests. Further, this document describes the process that must be followed if the hearing officer becomes aware that the reason for the termination of assistance or other adverse action occurred because of the participant's disability.

Hearings are not afforded to families appealing decisions on:

1. HQS violations; except when the family is terminated due to breach of HQS as caused by the family
2. Determination of family unit size under MDPHA's subsidy standards;
3. The MDPHA determination not to approve an extension or suspension of a voucher term;
4. The MDPHA determination not to approve a unit for lease under Housing Choice Voucher;
5. Discretionary administrative determinations by the MDPHA;
6. General policy issues or class grievances;
7. Establishment of MDPHA's utility allowance schedule.
8. The MDPHA's determination to exercise or not to exercise any right or remedy against an owner under a HAP Contract.

If the MDPHA proposes to terminate assistance on the basis of a criminal record, the MDPHA will advise the head of household in the recommendation of denial letter with the (1) name of the affected family member and description of the charge; that (2) the family member with the criminal record and the head of household may request a copy of the criminal record either before or at the informal review and (3) he/she will be provided an opportunity to dispute the accuracy and relevance of that record.

1. Requesting a hearing and pre-hearing procedures

   A hearing may be requested by written request to the Hearing Office at the address indicated on the adverse action notice. The hearing must be requested within fifteen (15) calendar days of the notice date. Failure of the participant to respond within the required time waives the right to a hearing.

   When feasible, the MDPHA will schedule the hearing within thirty (30) calendar days of the participant's request. The hearing will be scheduled at the first available hearing date. The participant and any other interested parties will be notified of the date and time for the hearing by mail from the MDPHA.

   A program participant shall not be adversely affected by the scheduling of a hearing beyond the thirty (30) calendar days. Payment shall continue to the owner so long as the family remains in the unit and a hearing has been scheduled.

   Before the hearing, the tenant has the right to review any MDPHA documents, including but not limited to the tenant's file, that are directly related to the informal hearing. If the tenant requests to

review or make copies of documents, he/she must do so no later than three (3) days prior to the informal hearing. In the event the MDPHA fails to make the documents available for examination upon request of the tenant or the tenant's representative, the MDPHA is prohibited from relying on the document(s) at the hearing. Participants may be charged for copying costs.

2. Hearing Procedures

The hearing must be presided over by a hearing officer unassociated with the day-to-day operations of the program.

The hearing officer's decision will be based solely on the testimony of witnesses, written documentation in the tenant's file, and any other evidence presented at the hearing. The hearing officer must verify any document provided by the participant, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance.

The tenant must attend the hearing at the time scheduled as notified by the Hearing Office. The owner may attend. The tenant may be represented by legal counsel or another person chosen as a representative.

The party that fails to appear for a hearing will relinquish all further hearings or appeals of the adverse action.

A hearing may be held via telephone conference call in situations where a health condition or portability to another housing agency's jurisdiction prevents either party (tenant or owner) from attending the hearing in person. Hearings held by telephone conferences are not allowed simply for the convenience of the tenant or owner. Any other reasons shall be at the discretion of the hearing office supervisor.

The decision of the hearing officer shall be forwarded in writing to the participant and other interested parties within thirty (30) calendar days of the hearing. The decision of the hearing officer shall be final, except on the occasion when the MDPHA Director or his/her designee may review, overturn or modify the decision of a hearing officer upon showing of the following:

A. The hearing decision concerns a matter for which MDPHA is not required to provide an opportunity for an informal hearing under 24 C.F.R. § 982 or that otherwise exceeds the authority of the person conducting the hearing under MDPHA's hearing procedures.

B. The hearing decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, state of the Code of Miami-Dade County or other local laws.

If MDPHA determines that it is not bound by a hearing decision, MDPHA shall promptly notify the family of the determination, and of the reasons for the determination. The hearing officer's decision shall not abridge any other rights the participants have under law.

29.2 Applicant reviews

Applicants denied program participation or removed from the waiting list shall be entitled to a review conducted by the MDPHA in accordance with 24 CFR § 982.554. Applicants will be notified of such determination in writing, generally at the time of their initial certification appointment. Applicants who have not completed application forms as instructed in the Housing Application Instructions will not be processed and their name will not be placed on the waiting list. Applicants in this situation will not be offered an informal review.

The process described in the MDPHA's Reasonable Accommodation Policies and Procedures included under Attachment C will be followed for applicants denied reasonable accommodation requests. Further this document describes the process that must be followed by the hearing officer 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 inform the MDPHA staff when there is a change in address.

1. Processing Removals

   An applicant or who is determined ineligible for program benefits 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 the MDPHA within thirty (30) days of the notice. The applicant whose mail is returned by the post office will be automatically withdrawn from the waiting list.

   Applicants who have been removed from the waiting list for failing to respond to notices calling him/her for processing may, within one year of being removed from the waiting list, request an informal review seeking reinstatement to his/her original place on the waiting list.

   If the MDPHA proposes to deny admission on the basis of a criminal record, the MDPHA will advise the head of household in the recommendation of denial letter with the (1) name of the affected family member and description of the charge; that (2) the family member with the criminal record and the head of household may request a copy of the criminal record either before or at the informal review and (3) he/she will be provided an opportunity to dispute the accuracy and relevance of that record.

   Before the review, the applicant has the right to review any the MDPHA documents, including but not limited to the applicant's file, that are directly related to the informal review. If the applicant requests to review or make copies of documents, he/she must do so no later than three (3) days prior to the informal review. Applicants may be charged for copying costs.

2. Requesting a review

   Applicants may request a review in writing to the address or fax number indicated on the adverse action letter. The request shall be made within thirty (30) days from the date of the notice. The MDPHA, at its discretion, may schedule an informal review at the applicant's request, beyond the thirty (30) days, on a case-by-case basis. The MDPHA will schedule the review for the next available hearing date and forward written notification to the applicant.

3. Review Procedures

   The review will be conducted by a designated MDPHA supervisor. When feasible, the reviewer's decision will be made in writing within thirty (30) calendar days of the review. The hearing officer must verify any document provided by the applicant, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance. The decision of the reviewer shall be final. The reviewer's decision, however, shall not abridge any other rights the applicants have under law.

29.3 End of Participation Reviews

Participants who have been terminated, within the past ninety (90) days, from the program may request a final review of their case, if they failed to request a hearing within the time period allowed by this plan. MDPHA will review the case and determine whether reinstatement is appropriate due to agency error or mitigating circumstances as delineated in Section 27.1. To be reinstated, the participant must be in

compliance with the program. If the participant is reinstated, HAP will be paid to the landlord retroactive to the date of the effective End of Participation so long as the participant continues to reside in the previously assisted unit.

Chapter 30. Fair Housing and Equal Opportunity and Grievance Procedures

30.1 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. The Miami-Dade Public Housing Agency (MDPHA) will ensure that persons with disabilities have full access to the MDPHA's Housing Choice Voucher (HCV) program and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the HCV program.

3. No person shall, 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.

4. 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.

5. MDPHA 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.
6. The MDPHA will ask all applicants and participants if they require any type of accommodation, in writing, on the intake application and reexamination documents

7. The MDPHA will inform disabled applicants who believe that they have been subject to unlawful discrimination on how to file a fair housing complaint. The MDPHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO). These applicants will also be provided with the Fair Housing complaint Hotline number: 1-800-669-9777. Persons with hearing or speech impairments may access this number via TTY by calling the Federal Information Relay Service at 1-800-887-8339.

30.2 Processing 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).

The MDPHA's Reasonable Accommodation Policies and Procedures are included under Attachment C.

Chapter 31. Special Rules for Moderate Rehabilitation

The foregoing policies and procedures apply in general to the Moderate Rehabilitation Program except as provided below:

31.1 Transfer and Waiting List Referrals

1. Vacancy Notices

   Every unit vacancy, which occurs in the Moderate Rehabilitation Program administered by the MDPHA, must be reported to the MDPHA. Owners or managers must immediately forward the vacancy notice either by hand delivery, facsimile, or mail to the following address:
   Miami-Dade Public Housing Agency
   Attention: Moderate Rehabilitation Program Unit
   701 NW 1st Court, 8th Floor
   Miami, Florida 33136-3914
   Fax: (786) 469-4222

2. MDPHA Transfer Referrals

   The MDPHA approved transferees will be offered available units before applicants from MDPHA's waiting list. Chapter 31.5 details the MDPHA's transfer policy for the Moderate Rehabilitation Program.

   If there are families on the transfer list, the MDPHA's first mail-out will consist of the MDPHA's transfer referrals for a period of eight (8) days to applicants for whom the unit is suited. If applicable, MDPHA will conduct a second mail-out for a period of eight (8) days if: (a) none of the MDPHA's referrals accept the offer; (b) the referrals are rejected by the owner based on a valid, non-discriminatory reason within the ten (10) day period; or (c) there is no response from the applicant. For each unit, the MDPHA will offer up to twenty (20) interested applicants for whom the unit is suited. The MDPHA will assist victims of domestic violence, sexual assault, dating violence and stalking, as detailed under Chapter 2, Section 2.15.

3. MDPHA Waiting List Referrals

   If there are no families on the transfer list, MDPHA will refer interested applicants to the owner/manager from MDPHA's waiting list.

   In order to deter discrimination by a Moderate Rehabilitation owner/manager (hereafter referred to as owner), the MDPHA shall utilize the following procedure for the screening and selection process. After proper receipt of the vacancy notice from the owner/manager, MDPHA's offer letters (often referred to as "mail-outs") will be made no later than five (5) working days from the

date the unit passes Housing Quality Standard (HQS) Inspection. Applicants will have a minimum of eight (8) calendar days to respond to the MDPHA and the owner/manager of the offered unit concerning their interest.

Owner/managers must make themselves available to accept the referred applicants' and to show the unit. The unit must have passed HQS inspection prior to showing. The MDPHA shall also forward to the owner a log of all applicants referred to the available unit. The owner shall provide to the MDPHA his/her written policy on selection procedures to include the policy regarding the collection of application fees, if applicable.

Owners may only reject applicants for valid, nondiscriminatory reasons and must report the reason for any rejected applicants in writing to the MDPHA.

In the event that the owner/manager request a release of the available unit, MDPHA shall assign a staff person to contact each applicant within the mail out(s), three days after the close of the final mail out to assure that all applicants referred the unit are being treated fairly under the law. The assigned staff shall also confirm that the owner's selection process was expeditious and unbiased. Assigned staff will maintain a log to document all communications with the applicants and owners. The unit will not be released if there are sufficient applicants to refer off the waiting list or if the owner/manager fails to comply with submittal of their written policy on selection procedures and/or written notification of the rejection of applicants.

After the owner selects a prospective tenant for the unit, the owner shall submit to the MDPHA a selection package. This package will include a log of all MDPHA referred applicants, a written letter stating the results of the owner's screening, and justification with supporting documentation for the applicant selected or rejected for tenancy. MDPHA will review the owner package to confirm that the selection process was without bias.

4. Assignment of Accessible Units

Accessible units will be offered in the following order:

A. Current tenant in the development who requires the accessibility features of the vacant unit;

B. Current tenant(s) in other developments who require the accessibility features of the vacant, accessible unit;

C. Interested applicant(s) on the waiting list for the tenant based program who requires the accessibility feature(s) of the vacant, accessible unit;

D. Interested applicant(s) on the waiting list for the tenant-based program who do not require the accessibility features of the vacant, accessible unit.

E. Interested applicants referred by the owner who require the accessibility features of the vacant, accessible unit; then

F. Interested applicants referred by the owner who do not require the accessibility features of the vacant, accessible unit.

Transfer requests related to reasonable accommodation for a person with disabilities will be processed in accordance with the MDPHA's Reasonable Accommodation Policies and Procedures included under Attachment C. Transfer requests related to reasonable accommodation must be approved by the MDPHA's ADA coordinator.

Further, transfers of tenants with disabilities and placement of applicants with disabilities in units with accessible features will be centrally coordinated through the MDPHA with the assistance of the MDPHA's Applicant Leasing Center. The owner will be encouraged to incorporate language in their lease that requires the tenant to transfer to a non-accessible unit when one becomes available, in situations where an applicant is housed in an accessible unit but does not require the accessibility features.

31.2 Condition of Units

Owners must make units ready for occupancy and HQS inspection by the time applicants are referred to the unit. MDPHA reserves the right to not make referrals for units that are not ready for occupancy.

Units with a history of repeated or habitual violations will be inspected every six (6) months. Inspections shall be performed at the discretion of the MDPHA and shall not require prior notification to the owner as to when an inspection will occur.

31.3 Valid Rejections of Offered Units

An applicant will be made one offer of a housing unit under the Moderate Rehabilitation program. However, the offer is not considered a suitable offer under the following circumstances:

The applicant rejects the offer for "good cause," that is, the applicant can demonstrate through objective evidence that a move into the offered unit located more than five (5) square miles in distance 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, job training, or retain particular day care, or educational programs for children with disabilities or medical services uniquely suited to the affected individual's needs.

1. The offered unit is not suitable or accessible due to a disability of the applicant or a member of the applicant's family.

2. If the applicant accepts a unit but is rejected by the owner/manager.

3. If the unit is not ready for occupancy and has not passed an initial HQS Inspection.

4. 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.

5. 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.

When an offer is not counted against the applicant, the applicant's name will remain in active status on the waiting list in order to receive another offer. 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.

31.4 Changes to Family Composition

Family members will be added to the family composition if they are born to the family during tenancy under the Moderate Rehabilitation program, if the family is awarded custody, guardianship, by any other operation of law, or as otherwise provided under Chapter 5.2 of this plan.

MDPHA will consider the request for approval and 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 the head of household has authorization to include a minor. Changes to the family composition may also be allowed for families in which one or more children less than eighteen (18) years of age live with the designee of the parent or legal custodian, with the parent's or legal custodian's consent.

Documentation can include, but is not limited to, court documents, pre-need guardian, school records, other state and federal public assistance documentation, power of attorney, etc.

The owner of the family's unit must consent to the addition of any additional family members.

31.5 Transfer Policy

Transfers in the Moderate Rehabilitation Program will be granted if there are available units in the circumstances described below. In all instances, families on the transfer waiting list will be given one (1) offer. If the offer is refused, except for good cause, including reasonable accommodation for a family member with disabilities, the family's name will be removed from the transfer waiting list.

1. Overcrowded or Under-Occupied Units

   If a family has a change in family composition that causes the number of occupants of the unit to be more than the occupancy standards allowed for the bedroom size, or less than the minimum occupancy for the bedroom size, then the family will be required to move. The family shall move into the appropriate size unit or be terminated from participation in the program. If there is an available appropriate vacancy in the same development, the family will be offered such vacancy in the same development. This offer may not be refused, except for good cause, including reasonable accommodation for a family member with disabilities.

2. Medical Necessity

   Transfers based on medical or disability need shall be documented and shall relate to either proximity (define as at lease five (5) squares miles in distance) to medical facilities that a family member must attend on a frequent basis (at least once per week) or other verifiable reason, as determined by MDPHA's ADA Coordinator, or be related to a condition/s of the unit or complex that must be changed or avoided due to physical health concerns. If a transfer is necessary due to a condition in the unit, the owner of the project has the option to make an accommodation in lieu of the transfer.

   Transfers based on medical necessity shall be given the next available suitable unit based on the date of the requested transfer.

3. Special Circumstances

   Special circumstances that may be considered for transfer include, but are not limited to, the following:

   A. Hate crimes or overt discrimination against a family member;

   B. Habitual violence or victimization against a family member;

   C. Cooperation for a witness protection program; or

D. Domestic violence.

Transfers for special circumstances shall be documented and shall be required for the immediate safety and welfare of the family. A special circumstance transfer shall be given the next available vacancy that is not in the same project.

31.6 HQS

HQS inspections shall be performed in conformance with the Moderate Rehabilitation standards attached hereto and previously approved by USHUD and the Miami-Dade County Board of County Commissioners by Resolution #1275-92.

Passed Initial HQS inspections are valid for 90 days.

31.7 Occupancy Standards

The general occupancy policies described in Chapter 5 will apply to Moderate Rehabilitation applicants and tenants.

31.8 Single Room Occupancy (SRO) and Shelter Plus Care Programs

All Moderate Rehabilitation Single Room Occupancy Administrative Plans for homeless individuals are developed and submitted to USHUD on a project basis for approval.

All Single Room Occupancy Moderate Rehabilitation Administrative and Shelter Plus Care Plans have been approved.

SRO and Shelter Plus Care Moderate Rehabilitation developments are subject to Section 3 of the Housing and Urban Development Act of 1968, as amended, and Section 504 Uniform Federal Accessibility Standards pertaining to accessible units for persons with disabilities.

ATTACHMENTS

ATTACHMENT A DEFINITIONS

ATTACHMENT B EFFECTIVE COMMUNICATION POLICY:
MDPHA has an Effective Communication Policy to ensure effective communication with applicants, program participants, employees and persons with disabled. Such policy is Attachment B of this Plan.

ATTACHMENT C REASONABLE ACCOMMODATION POLICY AND PROCEDURES:
MDPHA's Reasonable Accommodation Policies and Procedures as referenced throughout this Plan is Attachment C of this Plan.

ATTACHMENT A. 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.

Bifurcate
As defined by 24 CFR 5.2003:
To divide a lease as such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

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

Criminal Records
All criminal arrest records for persons 18 years of age or older, including but not limited to, sex offender records and registration records, and any court dispositions, including but not limited to, *nolo contender, nolle prosequi*, withholds of adjudication and adjudications of guilt. The term "criminal records" does not include records unavailable to the MDPHA by operation of law, including juvenile records, sealed or expunged records, exempt records under Florida's Public Records Act, or other records unavailable to the MDPHA under state and federal laws. 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.

Dating Violence
As defined by 24 CFR 5.2003: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
(i) the length of the relationship;
(ii) the type of relationship, and
(iii) the frequency of interaction between the persons involved in the relationship.
As defined by the State of Florida:
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.

Desegregative Housing Offer
An offer of a unit that is vacant, appropriate for the household size and type, and meets applicable housing quality standards in a development where not more than 65 percent of the population is the same race as the household.

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
Includes persons who can document that they 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.

Domestic violence
As defined by 24 CFR 5.2003:
Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
As defined by the State of Florida:
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 pursuant to Florida State law.

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.

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;
- 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.

Fraud
Deceit or trickery deliberately practiced to gain some advantage dishonestly. Fraud is an intentional deception and is not committed accidentally.

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.

Geographic zones
The areas of Miami-Dade County which may be divided with USHUD approval for purposes of making offers of, and referrals for, project-based assistance.

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 is outside the 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.

Group Moves
Moves of multiple families arranged by the Housing Center and the MDPHA in promoting desegregative housing.

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 on the lease.

Income Limits
Income limits are those published by USHUD that determine a family's eligibility for the Housing Choice Voucher and Moderate Rehabilitation Programs.

Immediate Family Members
As defined by 24 CFR 5.2003:
A spouse, child, brothers, sisters, parents, or any other person living in the household and related by blood or marriage.

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 financial 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.

Lower Income Family
A family who's 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.

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.

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.

Persons 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.

Reexamination/Recertification Date
The date on which the annual re-examination of eligibility for continued occupancy is due and which may or may not result in a rent change.

Single Person
A person living alone and who does not qualify as an elderly family, disabled family, displaced person, or as the remaining member of a tenant family.

Stalking
As defined by 24 CFR 5.2003:
To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.
As defined by the State of Florida:
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 by inaction breaches a lease, regulation or other program requirement because of a misunderstanding of rules. Tenant errors are considered unintentional program violations, as compared to fraud (see definition).

Uniform Federal Accessibility Standards
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 assist persons with disabilities.

Unrestricted Tenant-Based Benefits
Tenant-based subsidies that have been designated by USHUD or Congress for use only for certain programs, such as:

- Veterans Assisted Supportive Housing (VASH);
- HOPE for Elderly Independence;
- HOPE VI;
- Family Unification Program (FUP);
- Continued assistance for previously assisted families;
- Any other award that USHUD sets aside for particular uses.

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 reasonably likely to cause, serious bodily injury or property damage pursuant to Florida State law.

Waiting List
The list of applicants who are waiting to be verified eligible for admittance to housing programs administered by the MDPHA and offered the benefit as it becomes available.

MIAMI-DADE PUBLIC HOUSING AGENCY

EFFECTIVE COMMUNICATION POLICY

SECTION 8 ADMINISTRATIVE PLAN

ATTACHMENT B

MIAMI-DADE PUBLIC HOUSING AGENCY
EFFECTIVE COMMUNICATION POLICY

It is the policy of the Miami-Dade 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, Brailled 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, including final disposition, for the duration of this Agreement.

Individual requests for Effective Communication will be directed to the following MDPHA officials:

Tenant Requests:

MDPHA tenant requests for auxiliary aids or services should be made to the MDHCV Office at 305-403-3222.

Applicant Requests:

Applicants for MDPHA housing should make requests for auxiliary aids and services to MDPHA's Applicant and Leasing Center 305-638-6464 phone, 305-638-6014 TDD or the ADA Coordinator 305-403-3222.

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.

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

REASONABLE ACCOMMODATION POLICIES AND PROCEDURES

ATTACHMENT C OF THE

SECTION 8 ADMINISTRATIVE PLAN

Effective _____

TABLE OF CONTENTS

INTRODUCTION.....1

Policy Statement.....1

Legal Authority.....1

Monitoring and Enforcement.....2

General Reasonable Accommodation Policy Information.....2

DEFINITIONS.....4

AUXILIARY AIDS AND EXAMPLES OF REASONABLE ACCOMMODATIONS.....5

FUNDAMENTAL ALTERATIONS TO THE PROGRAM OR UNDUE FINANCIAL AND ADMINISTRATIVE BURDEN.....7

ESSENTIAL OBLIGATIONS OF TENANCY.....8

TYPES OF ACTIONS CONSIDERED TO BE A FUNDAMENTAL ALTERATION.....9

REASONABLE ACCOMMODATION PROCEDURES.....10

Initial Reasonable Accommodation Procedures.....10

Notification to Applicants/Residents/Program Participants Regarding Reasonable Accommodation Requests.....10

Making a Reasonable Accommodation Request.....11

Determining Whether to Provide the Accommodation.....15

Guidelines for Determining Reasonableness.....16

Reasonable Accommodation Grievances and Appeals.....16

Discontinuation of Reasonable Accommodation.....17

Application and Waiting List.....17

Mitigating Circumstances.....18

Disability-Related Activities and Reasonable Accommodations Unique Unique To the Section 8 Program.....19

MDPHA PUBLIC HOUSING ASSISTIVE ANIMAL POLICY.....21

SECTION 8 ASSISTIVE ANIMAL POLICY.....22

LIVE-IN AIDES.....23

TRANSFERS.....25

FORMER USERS OF ILLEGAL DRUGS.....26

ALCOHOLISM.....28

EMERGENCY EVACUATION.....29

OTHER MIAMI-DADE PUBLIC HOUSING AGENCY PROGRAMS AND SERVICES 30

MIAMI-DADE COUNTY ADA GRIEVANCE PROCESS.....31

ACKNOWLEDGEMENTS.....32

FORMS.....33

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.

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

[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.

(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.

SECTION 8 HOUSING CHOICE VOUCHER PROGRAM (HCV)

Effective April 1, 2009 the Miami Dade County Housing Choice Voucher Program (HCV) is being administered by a private contractor, Florida Quadel. This private contractor has an ADA Coordinator on-site to serve HCV participants.

All requests for reasonable accommodations by Section 8 HCV applicants or participants must be made to:

Attention: HCV Program ADA Coordinator
Miami-Dade Housing Choice Voucher Program
7400 N.W. 19 Street, Bay E
Miami, FL 33126
(305) 305-403-3222

The HCV Program ADA Coordinator shall follow the guidance delineated in this plan for the MDPHA ADA Coordinator with respect to processing request. Specifically, as delineated "Reasonable Accommodations Procedures" beginning on page 10, the HCV Program ADA Coordinator will perform the duties assigned to the MDPHA ADA Coordinator. These duties include providing information regarding reasonable accommodations, receiving requests, obtaining verification and making a recommendation to approve or deny the request. Denials of reasonable accommodation requests will be forwarded to the MDPHA ADA Coordinator for further review. The HCV Program's Reasonable Accommodations forms have been modified to included the contact information for the HCV Program ADA Coordinator.

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 BEING 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) r*eceived 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

---

[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

---

[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

---

[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.

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

---

[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.

---

[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;

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 an 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 not be used to divulge the person's diagnosis or any other information that is not directly relevant 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

COMMUNITY POLICIES

Effective
3/25/11

MIAMI-DADE PUBLIC HOUSING AGENCY
COMMUNITY POLICIES

TABLE OF CONTENTS

TOPIC	PAGE
Absences	27
Agreement and Acknowledgement	28
Alterations Policy	25
Appliances	15
Childcare (Babysitting)	9
Children	8
Cleaning and Damage Charges	18
Common Area and Grounds	16
Community Appearance	9
Conduct	13
Fire Arms, Weapons, Dangerous Objects and/or Materials	16
Graffiti	27
Housekeeping Standards	10
Key(s) and Lock(s)	7
Littering	12
Lockouts	8
Management Office	18
Miscellaneous	17
Move-In/ Move-Out	1
Pet Ownership and Assistive Animal Policies	1
Resident Grievance and Appeal Procedure	18
Resident Orientation	1
Return (Bounced) Check Charges	27
Safety	14
Schedule of Fines	32
Schedule of Maintenance Charges (Exhibit #1)	29
Small-Scale, In-Home Businesses	27
Speed Limits	7
Utilities	15
Vehicles	5
Visitor Policy	18
Waste Removal – Waste Containers/Enclosures	12

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 is 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). See also section XV, item (A).

451

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).

452

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.

453

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.

454

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. SAFETY

A. MDPHA strives to ensure the safety of its premises and residents by installing gates, fences, locks, or security cameras, as applicable. However, MDPHA makes no representation or guarantee that its premises are safe from the threat of theft, injury or damage to Residents or Resident's property.

B. 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.

C. Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or adjacent to the building exterior is strictly prohibited.

D. 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.

E. 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.

F. 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. Where the utility allowance exceeds the total tenant payment of the family, the MDPHA will provide a utility reimbursement payment through a Utility Reimbursement Card. Deposits to the Utility Reimbursement Card will be made monthly. If the family owes any sums to the MDPHA or any other housing authority, the MDPHA may use any utility reimbursement amount owed to the family as payment.

C. 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.

D. 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.

E. 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.

F. 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. Distribution of any type of materials (including but not limited to leaflets, fliers, gifts, surveys, brochures, posters, coupons, etc.), or solicitation of any type of goods and/or services to MDPHA residents door to door is strictly prohibited. Furthermore, the passing of petitions, distribution of written information, and picketing are not allowed. Commercial solicitation, including but not limited to promotion or sale of products, merchandise or services for the benefit or profit of employees, is prohibited unless written consent is obtained from MDPHA's Director. Soliciting or interfering with MDPHA residents is prohibited and violators will be required to leave. Not withstanding the foregoing prohibition against solicitations, this policy does not apply to recognized organizations including political and religious organizations canvassing conducted by political candidates for public office, their workers or representatives from political parties, solicitation of donations by mail, either the solicitation of money or canvassing, as otherwise defined herein, from personal acquaintances of the person engaging in the activity, persons who solicit for or on behalf of religious organizations, or in pursuit of religious beliefs and activities. 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 Resident Representation. If a nominee is not provided, 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 for the next available date within 30 days from the receipt of the request. 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.

   In the event that the Resident Council Representative or the resident representative who lives at the development fail to appear, the resident may sign the "*Waiver of Panel Member for Public Housing Informal Hearing*" form in order to conduct the hearing.

   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. The hearing officer or Grievance Panel must verify any document provided by the resident, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance.

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