

Chapter I

HOPWA Program

Introduction

The HOPWA program provides states and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome (AIDS) or related diseases and their families. This program authorizes entitlement grants and competitively awarded grants for housing assistance and services. 24 C.F.R. 574.1 *Final Rule for Housing Opportunities for Persons With AIDS*

I. A. OVERVIEW

The Housing Opportunities for Persons with AIDS (HOPWA) Program was established by the AIDS Housing Opportunity Act of 1990, and revised under the Housing and Community Development Act of 1992. Pursuant to the final rule, the City of Miami (City), as the municipality with the largest population, serves as the grantee for HOPWA funds, on behalf of the Miami-Dade EMD*. The HOPWA Program administered by the City of Miami serves all residents of Miami-Dade County.

* Miami-Dade EMD means the Miami-Miami Beach-Kendall, FL Metropolitan Division, covering Miami-Dade County, of the Miami-Fort Lauderdale-Miami Beach, FL Metropolitan Statistical Area (EMSA).

1. *Local Use of HOPWA Funds*

Local HOPWA funds are directed towards long-term rental assistance, project-based rental assistance, operating assistance for project-based housing and community residences; and, when funds allow, capital funding for rehabilitation or new construction (new construction limited to single-room occupancy units and community residences). Consistent with shifts in U.S. HUD policy and local policy recommended by the Housing Committee of the Miami-Dade HIV/AIDS Partnership and adopted by the City of Miami, HOPWA funds are directed only at housing and housing-related services due to the limited resources available to meet the housing needs of persons living with HIV/AIDS in the Miami-Dade EMD. To ensure that recipients receive necessary supportive services to maintain housing stability, all recipients of HOPWA assistance must receive case management services through coordination with Ryan White-funded programs or other programs directed at persons living with HIV/AIDS.

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2. *Funding Awards*

HOPWA funds awarded to serve the Miami-Dade County Metropolitan Division, to date, are summarized below.

Fiscal Year	Amount of Award
1992*	\$ 2,308,000
1993	\$ 4,697,000
1994	\$ 5,155,000
1995	\$ 7,268,000
1996	\$ 8,359,000**
1997	\$ 8,832,000**
1998	\$ 7,732,000
1999	\$ 8,400,000
2000	\$ 10,139,000
2001	\$ 10,269,000
2002	\$ 12,482,000**
2003	\$ 10,617,000
2004	\$ 10,715,000
2005	\$ 10,351,000
2006	\$ 11,189,000

Notes: * Miami-Dade County was the grantee for 1992 HOPWA funds. Also, prior to June 6, 2003, the Metropolitan Division was its own Metropolitan Statistical Area.

** Increase due to shift in annual portion of HOPWA formula allocation directed toward communities which experience a higher than average per capita incidences of AIDS cases as of March 31 of the fiscal year immediately preceding the fiscal year for which formula funds are allocated.

- a) Under federal regulations governing HOPWA, administrative costs for the grantee and project sponsors, are not to exceed:
 - i) three percent (3%) of the annual HOPWA allocation to administer the program locally, including the cost of general management, oversight, coordination, program evaluation, and reporting on all HOPWA funded services; and
 - ii) seven percent (7%) for administrative costs incurred as part of the delivery of HOPWA services.

I. B. ROLE OF THE CITY OF MIAMI AS HOPWA GRANTEE

As the HOPWA grantee for the Miami-Dade EMD, the City embraces principles identified by U.S. Department of Housing and Urban Development's (HUD) Office of Community Planning and Development to guide local planning for the use of HOPWA funds in the Miami-Dade EMD. The principles guiding this planning process are the promotion of citizen participation, the development of outcomes-based action plans, and partnership between jurisdictions to identify shared needs and solutions. The HOPWA program is committed to collaboration among all levels of government and the private sector, including non-profit and for-profit organizations. HOPWA Program goals are to assist program participants in achieving and maintaining housing stability so as to avoid homelessness and improve their access to, and engagement in, HIV treatment and care.

1. Grant Administration

The City is responsible for assuring that the HOPWA grant is administered in accordance with the intent of federal legislation, and that HOPWA providers are in compliance with the federal requirements. In order to assure effective grant administration, the City performs, or arranges for outside contractors to perform, the following functions:

- a)* development of the annual application for HOPWA funds, submitted to HUD, as part of the City's Consolidated Plan (Plan), based on an analysis of the housing needs of persons living with HIV/AIDS in the Miami-Dade EMD and gaps in the local continuum of housing and care for persons living with HIV/AIDS;
- b)* facilitation of the Housing Committee of the Miami-Dade HIV/AIDS Partnership, through technical assistance, including identification of policy issues and concerns for Committee and Partnership consideration; policy research at the request of the Committee; preparation of Agenda and meeting materials; and other activities as may be requested from time to time;
- c)* awarding HOPWA funds to local not-for-profit providers and housing developers as sub-recipients of the HOPWA Grant under a competitive Request for Proposals (RFP) process, consistent with local priorities identified in the City's Consolidated Plan and Annual Action Plan submissions to U.S. HUD;
- d)* Direct payment of the Program's portion of rents to landlords participating in the Long-Term Rental Assistance Program;
- e)* Issuance of program terminations, if warranted, and facilitation of the HOPWA grievance process, including receipt of client grievances, convening of grievance hearings, and documentation of decisions;

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- f)* day-to-day program operations, including monitoring of all sub-recipients for contractual and fiscal compliance, including on-site visitation at HOPWA providers' facilities, and certain HQS inspections of units supported with HOPWA funds;
- g)* coordination of the HOPWA application process with other government jurisdictions and the private sector, including non-profit and for-profit organizations.

2. *City of Miami, Department of Community Development, Consolidated Plan*

The City submits a single grant application to HUD for four (4) federal housing programs: Housing Opportunities for Persons With AIDS (HOPWA), Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Shelter Grant (ESG). The Plan is due to HUD by August 15th, for a fiscal year beginning October 1st. The goals of the Plan are to provide decent, safe, and sanitary housing, develop a suitable living environment, and expand economic opportunities. The Plan assesses the full spectrum of local housing needs, including public housing, housing for special need populations, including persons with HIV/AIDS, strategies to address homelessness, barriers to affordable housing and community development, identifying necessary resources and an implementation plan. Extensive citizen participation involves local governments, and the public and private sectors throughout Miami-Dade County (Miami-Dade), in developing the funding recommendations. The City of Miami looks to the Miami-Dade HIV/AIDS Partnership, and its Housing Committee, for guidance in developing funding recommendations for the HOPWA grant.

3. *Public Access to HOPWA Program Information*

The City provides full public access to HOPWA program information and pursues affirmative efforts to make information available, especially to PWAs. The City also takes appropriate action to facilitate citizen participation from non-English speaking persons, persons with disabilities, and other minorities. HOPWA program records are available for citizen review, upon request, consistent with federal, state, and local laws.

Program information includes, but is not limited to:

- a)** the annual application for HOPWA funds, including all documentation regarding citizen input and HIV/AIDS housing need assessment;
- b)** annual HOPWA allocations and proposed activities for use of HOPWA funds;
- c)** applications for HOPWA funding submitted in response to RFPs;
- d)** direct allocations of HOPWA funding.

I. C.

PLANNING COORDINATION WITH THE MIAMI-DADE HIV/AIDS PARTNERSHIP

1. In General

As the jurisdictional entity responsible for the HOPWA program on a county-wide basis, the City of Miami works with the Miami-Dade HIV/AIDS Partnership (Partnership) in an effort to better serve the HIV/AIDS community. The Partnership was established to encourage effective citizen participation by persons with HIV/AIDS and their families and to provide a mechanism on a county-wide basis to devise comprehensive strategies and coordination by local governments and local AIDS service providers in meeting the housing, health care and supportive service needs required by persons with HIV/AIDS and their families. The Partnership serves as the federally mandated local planning consortium for Title I of the Ryan White Care Act program and coordinates local planning for both Title I and II of the Care Act as well as state funds directed towards PWAs.

The Partnership serves in an advisory capacity to the City Commission with regard to HOPWA formula grant funds awarded to the City on behalf of the Miami-Dade EMD. Specifically, the City of Miami looks to the Partnership's Housing Committee for community input and advice concerning resource allocation, HOPWA program policies, and coordination of efforts to address housing needs with care and treatment services and activities directed at persons living with HIV/AIDS. The City of Miami is formally represented on the Partnership and its Housing Committee.

2. Monthly HOPWA Agency Meetings and Partnership Housing Committee Meetings:

HOPWA contracted agencies are required to attend monthly HOPWA Program meetings and any other HOPWA meeting that may be scheduled from time to time by the City of Miami staff.

The Partnership's Housing Committee meets on a monthly basis, which is staffed by the City of Miami's HOPWA technical assistance provider, as its contribution to the support of the Partnership, with the exception of public notices and preparation of minutes, which are the responsibility of Miami-Dade County. Pursuant to the requirements of the Florida Government in the Sunshine Law, all meetings of the Housing Committee are open to the public at all times. Attendance by contracted HOPWA provider agencies is mandatory at all Miami-Dade HIV/AIDS Housing Committee meetings. Failure to comply with said requirement will result in disciplinary action not limited to possible cancellation of contract or reduction in approved client case load. **Providers must attend at least 9 of the 12 Miami Dade HIV/AIDS Housing Committee meetings.** In order to ensure Provider compliance, attendance to both meetings will be reported on a monthly basis and assessed on a quarterly basis by the Contract Officer. Failure to comply with the attendance requirement can lead to cancellation of the contract for non-compliance.

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Chapter II

Home-Delivered Meal Service for LTRA Clients

II.A. DESCRIPTION OF HOME-DELIVERED MEAL SERVICE

The HOPWA Home-Delivered Meal Service provides nutritionally balanced home-delivered meals to homebound participants in the HOPWA Long-Term Rental Assistance Program. Once service starts, clients will receive up to two meals daily as long as the client continues to meet the eligibility criteria for meal service, contingent upon the availability of program funding.

This service includes provision of both frozen and hot meals, as some participants' impairment(s) may prevent them from heating their own meals. The meal service provider is required to apply City-approved criteria and procedures to determine and document the participant's eligibility for receiving hot (rather than frozen) meals.

A meal (frozen or hot) must meet Recommended Dietary Allowances (RDA) published by the National Academy of Science, appropriate for the dietary needs of the program participants. Nutritional needs may vary from participant to participant. Meals are required to be easy to open, appealing and tasty. Frozen meals must be capable of being cooked/heated in both the microwave and oven. Meal preparation facilities must be commercial kitchens meeting state and local licensing requirements.

II.B. CLIENT ELIGIBILITY

To be eligible for Home-Delivered Meal Service, the applicant must be:

1. a current participant in the HOPWA Long-Term Rental Assistance Program; and
2. certified by their Housing Specialist as:
 - a) homebound, defined as a client who is confined to his or her home for any period of time and is unable to leave the residence and unable to prepare his or her own meals without assistance from another person. The homebound person has no other means of obtaining meals. No other person in the client's household is able to prepare meals, or the person who usually prepares meals is temporarily absent or unable to manage meal preparation; and

- b) neither receiving, nor eligible to receive, home-delivered meal service funded by Ryan White, PAC Waiver funds or any other funding source (requires independent verification from the client’s case manager).

II.C.

APPLICATION AND WAITLIST PROCESS

1. *In General:*

If resources permit, LTRA clients meeting the meal program’s eligibility criteria may request assistance at any time, if the program is available. At the City’s discretion, it may establish a waitlist if demand for services so requires and the City may use a random lottery process, rather than date and time stamped method. If a random lottery process is employed, all eligible clients seeking this service, for whom a completed Request for Service is received by the City of Miami by the application deadline, will be assigned a waitlist number generated through a random number assignment process.

2. *Housing Specialist Responsibility*

- a) Housing Specialists are required to process and submit the Request for Home Delivered Meal Service form on behalf of those clients and by the application deadline that may be set by the City of Miami, if any. (See application instructions below).
- b) In addition, if a waitlist is to be established via random lottery, current LTRA clients must be sent notice of the open application period, which will describe the eligibility criteria, the dates in which the requests for service will be accepted for placement on the waitlist, and that their Housing Specialist is responsible for processing and submitting a Request for Home-Delivered Meal Service on their behalf.

II.D.

STEP-BY-STEP PROCEDURES FOR CLIENT REQUEST FOR HOME-DELIVERED MEALS

Housing Specialists are required to process and submit the Request for Home Delivered Meal Service on behalf of their clients by the application deadline.

STEP ONE – APPLICATION MEETING WITH CLIENT

- 1. The Request for Service Form requires the client’s: (a) certification that he or she meets the eligibility criteria; (b) documentation that the client is not receiving nor eligible for homebound meal service funded by Ryan White or PAC Waiver funds; (c) physician’s certification that the client meets the definition of “home-bound”; and

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- (d) consent to the release of information and AIDS status to the meal service provider.
2. On Form H-78, the client must: (a) certify that he or she meets the meal service eligibility criteria; (b) consent to the release of his or her personal information contained in the meal service request and his or her AIDS status to the meal service provider; and (c) consent to his or her physician making a certification of their home-bound status. Such certification and consents must be evidenced by the client's signature on Form H-78.
 3. A Consent to Release Information (HOPWA Manual Form H-43) signed by the client and permitting the client's Ryan White or PAC Waiver case manager to share service information with the Housing Specialist must be on file with the client's case manager so that the Housing Specialist may verify that the client is neither receiving, or eligible to receive, home-delivered meal service funded by Ryan White, PAC Waiver funds or any other funding source.

STEP TWO – HOUSING SPECIALIST CERTIFICATIONS – THIRD PARTY VERIFICATION

1. The Housing Specialist shall contact the client's Ryan White or PAC Waiver case manager to verify that the client is neither receiving nor eligible to receive home-delivered meal service funded by Ryan White, PAC Waiver fund or any other funding source. Upon securing such verification in writing, the Housing Specialist shall make a certification of such verification by signing the Request form where indicated and attaching documentation that the client is neither receiving or eligible for such services under Ryan White or PAC Waiver programs.
2. The Housing Specialist will assist the client in securing their physician's certification that the client meets the definition of "home-bound" on the request form itself (Form H-78).

STEP THREE – SUBMITTING THE COMPLETED REQUEST FOR SERVICE

1. The Housing Specialist must forward the request for meal service and supporting documentation to the City of Miami and, if set by the City of Miami, by the closing date of the application period. The Housing Specialist is to maintain a copy of the request and the supporting documentation in the client's file.
2. If a waitlist is implemented, both the client and Housing Specialist will receive notice of the client's assigned waitlist number. As clients can be accommodated by the program, the client and their Housing Specialist will be notified of the start date of service.

Chapter III

Long-Term Tenant-Based Rental Subsidy (LTRA) Program: Description of Assistance, Eligibility, Application and Waitlist Process

Tenant-based rental assistance, including shared housing arrangements, is an eligible activity under federal regulations governing HOPWA grant funds. 24 C.F.R. 574.300(b)(5). Such rental assistance is subject to federal HOPWA regulations that establish a client rent contribution requirement, program rent subsidy limitations, occupancy and housing quality standards. See 24 C.F.R. 574.310(b) and (d) and 574.320. Such rental assistance shall be provided to the extent practicable in the manner provided for under section 1437f of Title 42 of the US Code (governing the Section 8 tenant-based rental assistance program). See 42 U.S.C. 12908(a)(1).

III. A. PROGRAM DESCRIPTION

1. *Program Goal*

The tenant-based long-term rental subsidy program under HOPWA serves low income persons with an AIDS diagnosis who require assistance with rental payments for an extended period of time (the program is hereafter referred to as the Long-Term Rental Assistance Program or “LTRA”). The goal of the program is to assist program participants in achieving and maintaining housing stability so as to avoid homelessness and improve their access to, and engagement in, HIV treatment and care.

2. *Form of Assistance*

The housing assistance program provides eligible households with ongoing rental assistance, subject to continued eligibility and the availability of HOPWA funds. The

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maximum amount of monthly assistance under this Program is the HOPWA rent standard established by the City of Miami, based on U.S. HUD published fair market rents (FMR) for unit size in the Miami-Dade EMSA, less the amount of the participant's required share of the rent payment, thirty percent (30%) of the individual or family's adjusted monthly income. Clients must be recertified at least annually to verify continued eligibility. Subsidized housing units must be inspected annually as well.

3. *Housing Specialist Support and Other Resources*

Clients participating in the LTRA Program receive the support of Housing Specialists whose primary responsibilities are to perform initial eligibility verification, enroll clients into the program and conduct annual recertification, provide assistance to clients in understanding and completing leases, and serves as a liaison between the client and landlord in lease negotiation or in case of disputes. The Housing Specialist also serves as a liaison between the client and Ryan White, PAC Waiver or other social service case manager to ensure that the client receives the necessary services to maintain independent living and that the client remains engaged in case management, health care and other support services. The Housing Specialist also shall assist an eligible person to locate affordable, suitable housing when the need arises. (See *Chapter IV* for Housing Specialist responsibilities).

Clients who encounter, or believe that they have encountered, discrimination on the basis of race, color, religion, gender, sexual orientation, age, national origin, familial status, or disability shall be referred to fair housing and/or legal counseling offered by local organizations such as H.O.P.E., Inc., H.E.L.P., Inc. and Legal Services of Greater Miami, Inc.

4. *Provisions and Limitations*

- a) A household receiving rental subsidy assistance under any federal, state or local program is ineligible for assistance under the LTRA Program.
- b) Asking rents, the client's portion of rent and program rent subsidies are subject to rent standard policies set forth herein. (See *Chapter VII*).
- c) HOPWA rental assistance may only be applied towards an eligible household's full-time permanent residence and such residence must be located in Miami-Dade County.
- d) All housing units assisted with HOPWA funds must meet local, state, and federal occupancy and housing quality standards. Housing units must pass inspection prior to the issuance of any HOPWA assistance payments. Assistance payments may not begin until written move-in authorization has been issued by the City of Miami. (See *Chapters VIII and XIII*).
- e) Once participating in the program, clients must secure prior program authorization to move to a new housing unit. Failure to secure such move-in authorization will result in termination of program assistance.

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- f) Rent and payments against security deposit guaranties on behalf of the client shall be made directly to the landlord. Payments directly to clients are prohibited.
 - g) Because federal HOPWA funding is awarded annually, continuation of LTRA requires that the client be recertified by the HOPWA provider agency every twelve (12) months. Clients shall be advised that there is no guarantee of continued assistance (recertification policies and procedures are discussed in *Chapter IX* below).
 - h) Housing Specialist support services are provided by community-based organizations under contract with the City of Miami. Geographic location of housing units assisted under the Long Term Housing Assistance Program is driven by client choice. Therefore, assignment of HOPWA LTRA clients to these community-based agencies will be based on Program need, as determined by the City of Miami in its sole discretion. Such need may be based upon, but not limited to, geographic location and accessibility, other client needs, and agency capacity and performance history. The City of Miami utilizes a zone method, based on zip codes, to manage assignments. From time to time, clients will be re-assigned by the City of Miami based on the above factors. Whenever possible, such re-assignment will take into consideration the client's agency preference.
5. *Support Service Requirements.*
- a) Within thirty (30) days of commencement of rental assistance, clients shall be registered with a Ryan White, PAC Waiver or other social service case manager and shall be required to maintain engagement in such services thereafter.
 - b) LTRA clients and their Housing Specialists shall maintain monthly contact and shall conduct home visits every three (3) months.
 - c) Upon commencement of assistance, the Housing Specialist shall perform a housing stability assessment and assist the client in developing a housing stability plan based on the assessment and the client's case management plan. The client, with the assistance of the Housing Specialist, shall review and update his or her housing stability and assessment plan on a quarterly basis during the home visit.
 - d) HOPWA Housing Specialists shall facilitate the continued habitability of the unit, by monitoring the condition of the unit during quarterly home visits and requesting follow-up inspections where there are complaints of defects within a unit after the client moves in during the twelve-month period falling between annual inspections.
 - e) To ensure that qualified service providers in the area make available appropriate supportive services to the individuals assisted under the LTRA Program, as required under federal HOPWA regulations, the City of Miami HOPWA Program looks to the provider network under Ryan White Title I and II for the provision of such services as, but not limited to, health, mental health,

assessment, drug and alcohol treatment and counseling, day care, personal assistance, nutritional services intensive care when required, and assistance in gaining access to local, State and Federal government benefits.

- f) For any LTRA client who requires more intensive care than can be provided in independent, subsidized housing, the Housing Specialist will coordinate efforts with the client's case manager to identify, and make referral to, a care provider who can appropriately care for the client.

III. B. ELIGIBILITY CRITERIA

1. *Local Eligibility Policy*

Federal regulations for the HOPWA program specify that persons with acquired immunodeficiency syndrome or related diseases, who are low income as defined by HUD, are eligible for HOPWA assistance. HOPWA formula grantees are authorized, with prior federal approval, to establish local eligibility criteria which are more restrictive, consistent with the scope of need and the demand for services in their own communities. Following recommendation of the Miami-Dade HIV/AIDS Partnership's Housing Committee, the City of Miami, as the HOPWA formula grantee, limits HOPWA assistance under this program to persons living with AIDS in light of limited resources and great need in Miami-Dade County.

2. *Eligibility Criteria*

Only housing units located within Miami-Dade County may be assisted under the HOPWA Program. An applicant must meet four criteria to be deemed eligible for LTRA assistance, as follows:

a) *Medical Criteria*

The applicant must have received a medical diagnosis of AIDS, as defined by the Centers for Disease Control (CDC). In the case of a family unit applying for HOPWA assistance, one (1) or more of the family members (regardless of age) must have AIDS.

b) *Financial Criteria*

His or her income, or in the case of a family, the family unit's income, may not exceed 80 percent of the medium income, based on family size, for the Miami-Dade EMSA, as determined by the Secretary of HUD and distributed by the City of Miami by directive on an annual basis. In calculating income, the HOPWA Program counts the income of **all** family members, with the exception of income earned from the employment of dependent children under age 18.

c) *Citizenship Status*

The applicant must meet the documentation requirements of citizenship or immigration status.

d) *Miami-Dade Residency*

An applicant for LTRA assistance need not be a Miami-Dade County resident at the time of application, however, only housing units located within Miami-Dade County may be assisted under the HOPWA Program. Furthermore, the housing unit must be the household's full-time permanent residence in order to be assisted under HOPWA.

e) *Criminal History*

The City of Miami shall prohibit admission to an applicant or a specific member of the applicant's household if it is determined, based on criminal conviction record(s), that the applicant or the household member is currently engaging in, or has engaged in, the following activities within the last three years:

- i)** violent criminal activity; or
- ii)** other criminal activity that threatened the health, safety, and right to peaceful enjoyment of property by other tenants or the health and safety of a property owner, employees, contractors, subcontractors or agents of the owner.

f) *Prior Termination from HOPWA Program or Other Federal Housing Program*

Clients terminated from the program on the following grounds are ineligible to re-apply, or be re-admitted for, HOPWA program assistance:

- i)** A client terminated from the program or any other Federally assisted housing program on the basis of fraud or misrepresentation in connection with a Federally assisted housing program.
- ii)** The client owes monies to the City of Miami under a repayment agreement between the City of Miami and the client.
- iii)** Based on criminal conviction records, the client or any member of the client's household (unless such person is no longer a member of the household) engaged in the following activities within the last three years:
 - a)** violent criminal activity; or

2. *Eligible Person Living in a Family Unit*

Under federal HOPWA regulations, the definition for family is: “a household composed of two (2) or more related persons. Persons in a family may be related by ties of blood, marriage, or other legal sanctions. The term family also includes one (1) or more eligible persons living with another person(s), determined to be important to their care or well-being.” 24 C.F.R. 574.3.

A person who is not a relative by blood or marriage may be considered a family member if they are important to the care and well-being of the eligible person with AIDS and the eligible person would be considered to be assisted under the LTRA Program as a family unit. The relationship may also be a dependent relationship (i.e. legal guardianship of a member of the household). If the applicant is a family unit, the total income of all members is counted in determining financial eligibility (with certain exceptions referenced below); and the total rent is counted in determining the amount of allowable assistance.

a) Eligible persons may not rent from family members

HOPWA LTRA funds may not be used for mortgage assistance, therefore the client cannot be an owner of the housing unit. Furthermore, a client may not rent a room from a relative or family member and then request HOPWA assistance as an individual. Rental assistance cannot be approved for a “unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, **unless** [the City of Miami as Grantee] determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.” 24 CFR 982.306(d).

i) Requesting Reasonable Accommodation:

Requests for such reasonable accommodation must first be approved by the City of Miami and then submitted to the local HUD Field Office in the form of a request for waiver. In the event that such waiver request is granted, a written rental agreement from the family must be obtained and maintained in the client file for documentation purposes.

b) Surviving Family Members – Survivorship Assistance:

The term family also includes surviving member(s) of the client’s family who do not have an AIDS diagnosis, but were living with the client in a housing unit assisted under the HOPWA Program at the time of his or her death. However, such household may not receive continued assistance beyond the twelve months from the date of the client’s death, the grace period for assistance established by the City of Miami HOPWA Program. The assistance can only be provided for the surviving family members identified

on the HOPWA application (or re-certification application) for assistance and listed in the Lease Addendum in effect at the time of the client's death. Family members who join the household in the unit thereafter must pay their pro-rated share of the housing costs. The household may continue to receive assistance during the grace period as long as it remains income eligible under the program rules. The family must be re-certificated within thirty (30) days of notice of their survivorship assistance to capture changes to the household composition as a result of the death and to ensure continued household income eligibility. If the family's household composition or income changes during the grace period, they must notify the Housing Specialist assigned to the family within fifteen (15) days to determine continued eligibility.

i) Lease Considerations

If the deceased client was the sole Lessee on the lease on file (although it may list other household members), the lease expired upon the death of the client. The Landlord must enter into a new Lease and Lease Addendum with the surviving head of household, which covers the term of the survivorship assistance. If the lease on file included a surviving household member as a Lessee, the lease remains in effect for the remainder of the term of the lease. If there will be a gap of time between the end of the lease term and the remaining months of survivorship assistance, the Housing Specialist must secure an amendment to the lease and lease addendum, signed by both the surviving lessee and landlord, which extends the lease for the additional months necessary to cover the full survivorship assistance period.

c) Surviving Family Member with AIDS Diagnosis

In the event that surviving family members include a person with an AIDS diagnosis who was living in the unit at the time of the client's death, named in the application (or re-certification application) and lease addendum, such person shall be deemed the eligible person of the household and, therefore, client of the program, permitting LTRA assistance to continue for such person and their household members. Such household must be re-certified within thirty (30) days of the death in the family.

3. *Eligible Person Living in a Roommate Relationship – Shared Housing*

A roommate relationship -- as distinct from a family relationship -- is established for the purposes of sharing rent and utility bills in exchange for a share of the space available in the living unit. When the applicant is an individual with a roommate(s), this is classified as shared housing. Only the eligible person's income is counted when assessing income eligibility; however, rent and utilities must be prorated among roommates.

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- a) For example, if a client has two (2) roommates and is residing in a three (3) bedroom unit, the rental portion subject to assistance under HOPWA would be one-third (1/3) of the (a) actual asking rent and utilities or (b) HOPWA Program's rent standard for a three-bedroom apartment, whichever is the lesser amount.
- b) If one (1) or more persons in a roommate relationship are eligible for HOPWA assistance, each must apply separately based on individual income, medical eligibility, and prorated housing costs.
- c) In the case where two (2) or more unrelated persons live together as roommates, the individual(s) not eligible for HOPWA assistance shall not be unduly compensated as a result of the HOPWA assistance awarded to the eligible person.
- d) In the event that a roommate vacates the unit, the client is responsible for the former roommate's share of the rent until a new roommate moves into the unit with the approval of the landlord.

4. *Household with a Live-in Aide*

A live-in aide compensated for providing care to the eligible person with AIDS, or another disabled or elderly member of the eligible person's family, shall not be considered a family member or roommate.

a) *Definition of a Live-in Aide*

A live-in aide is defined by 24 CFR 5.403 as a person who resides with an disabled or elderly person who:

- i) is determined to be essential to the care and well-being of the person(s);
- ii) is not obligated to support the person(s); and
- iii) would not be living in the unit except to provide necessary supportive services.

b) *A Family Member Cannot Be Considered a Live-in Aide*

A family member cannot be considered a live-in aide, even if that person is the sole care giver to the other. If both persons receive social security or other income, the income must be counted together as a family unit.

c) *Proof of Live-in Aide Status*

Program recognition of a live-in aide's status must be approved by the City of Miami. In order to declare a person as a live-in aide, not subject to income verification as a member of the family unit or treatment as a

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roommate, the applicant must certify that such person's services are being provided through an "arms length transaction" (i.e. under a service contract), supported with documentation, as follows:

- i) The live-in aide is qualified to provide the needed care (documented by copy of state licensing or occupancy certification or, in absence of such documentation, certification by aide's employer that the aide is qualified to provide needed care);
- ii) The live-in aide was not part of the household prior to the need for such care arising (documented by the aide);
- iii) There is no other reason for the aide to reside in the unit than to provide such care (documented by a copy of the contract for services through a third party); and
- iv) The aide and the client maintain separate finances (documented by the aide and client through bank statements – bank account numbers may be partially redacted to protect parties' confidentiality).

Such certification, and supporting documentation, must be submitted to the City of Miami for review and formal approval of the live-in aide's status.

5. *Declaration of Household Status*

A household consisting of an eligible person living in a housing unit with other persons must declare the nature of the relationship as either a family unit, roommates sharing housing or live-in-aide household at the time of initial income certification and recertification. The status of household members shall also be reflected in the Lease Addendum. Any change in household status thereafter must be reported to the client's Housing Specialist within fifteen (15) business days of such change.

6. *Guests*

The program recognizes that friends and family may occasionally visit. A family member or friend whose stay in an assisted unit exceeds thirty (30) days will be considered a member of a household, either a family member or roommate, and will trigger recertification. The client must report this change in the household. Failure to report a change in household will be deemed an act of fraud and a Class I Violation, resulting in immediate termination.

III. D. APPLICATION AND WAITLIST PROCESS

1. *Grantee Discretion to Offer Application and Waitlisting Opportunity*

Based upon available HOPWA Program resources, the City of Miami, in its sole discretion, will provide opportunity to those eligible to apply for long-term tenant-based rental assistance and be placed on a waitlist for assistance.

2. *Method of Creating Waitlist*

The methods by which the City of Miami (a) provides opportunity to apply for assistance and (b) creates and manages the waitlist shall be established by public notice and/or directive. However, such methods shall at all times comply with the federal Fair Housing Act. Historically, the HOPWA Program has successfully employed a random lottery system with random waitlist number assignment, consistent with HUD's Guidance for the Section 8 Housing Choice Voucher Program (See *Forms H15 and 16*; see also HUD Guidebook 7420.10G). At time of application, prospective participants must submit a Client Medical Eligibility Form (*Form H40*), completed and signed by their physician, certifying that the applicant has received an AIDS diagnosis. Said form shall be included in the application packet.

3. *Initial Medical Status Verification and Income Eligibility Determination Appointment*

- a) Upon an applicant's number coming to the top of the waitlist, the City of Miami will assign the applicant to one of the community-based agencies providing Housing Specialist support to the LTRA Program. The agency must immediately assign the applicant to one of its Housing Specialists.

Note: The applicant will maintain his or her waitlist number as the case identification number until Move-In Authorization/Commencement of Rental Assistance is issued by the City of Miami, at which time a permanent client number will be assigned. LTRA agencies must use only these numbers and may not assign their own numbering system to HOPWA cases assigned to them.

- b) The Housing Specialist must immediately verify the legitimacy of the HOPWA Client Medical Eligibility Form (*Form H40*) on file by verifying the physician's medical license number on-line (<http://ww2.doh.state.fl.us/irm00praes/praslist.asp>) and by contacting the physician's office to verify his or her signature. Eligibility for assistance is contingent upon the physician certifying that the applicant has received an AIDS diagnosis.

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- c) The Housing Specialist must schedule the applicant for an income and legal status eligibility determination appointment to take place within fifteen days of agency assignment by sending the applicant a Notice of Intake Appointment (*Form H58*). The Notice will ask the applicant to bring documentation related to the income and legal status of all household members and documentation necessary to verify status of a live-in aide, if any.
- d) Upon receipt of the Notice, the applicant may request that the appointment be rescheduled. However, the new appointment date must be set within the next fifteen days and may not be rescheduled a third time except for extenuating circumstances.
- e) In the event that a person who is listed on the LTRA Waitlist fails to appear at the scheduled intake appointment, a certified letter is to be sent to the applicant on the day of the missed appointment, noting: (a) the applicant's failure to attend or reschedule the appointment; (b) setting a new appointment for 15 days from the date of the letter; (c) and providing notice that failure to attend the re-scheduled appointment will result in the applicant being deemed ineligible for assistance and removal from the waitlist. In addition, the Housing Specialist shall make the following effort to contact the client: (a) at least two phone contact attempts to reach the applicant at the number(s) provided by the applicant; (b) one phone contact to a Case Manager or Agency serving the applicant (if known); (c) a phone call to both "Emergency Contacts" listed in the LTRA Application, until applicant contact is accomplished or above methods of contact are exhausted, whichever occurs first. The purpose of this contact is to inform the applicant of the requirement to attend the rescheduled appointment and that failure to attend will result in an ineligibility determination and removal from the waitlist.
- f) In the event an applicant fails to keep a second appointment or reschedule the appointment due to extenuating circumstances, the HOPWA Provider will forward to the City of Miami a recommendation to deem the applicant ineligible and remove the applicant from the waitlist, along with a complete copy of the applicant's file. Upon making a determination to terminate, at its sole discretion, the City of Miami will send the applicant a certified Termination Notice (for "Failure to Appear") informing applicant that (a) he or she failed to respond to two written notices of an intake appointment and all other attempts to contact the applicant; (b) determination of ineligibility and removal from the waitlist will take place effective on the tenth (10th) business day following the notice; (c) he or she may appeal the termination decision within ten business days of the date of the notice; and (d) other information as required under *Chapter XVI*.

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- g)* If the applicant files an appeal, the termination process is placed on hold until the grievance process is completed. If the applicant does not file a timely appeal, he or she will not be eligible for assistance.
- h)* Income and legal status verification shall be conducted in accordance with provisions set forth in *Chapter VI and Appendix B*.
- i)* In all cases, the eligibility determination process must be completed within the first forty-five days of the applicant's assignment to the agency.

Chapter IV

LTRA Client, Landlord and Housing Specialist Responsibilities

IV. A. CLIENT RESPONSIBILITIES

Clients have general responsibilities, which accrue from their right to fair treatment under federal assistance programs, and specific responsibilities associated with the HOPWA Program (hereafter also referred to as “Program”). A client’s failure to comply with Program responsibilities can lead to termination from the Program. Clients receiving HOPWA assistance shall comply with all Program policies and procedures as set forth in the HOPWA Manual, as well as any subsequent Program directives issued by the City. The City’s HOPWA Program specifically requires the following client responsibilities both as a Program participant and as a tenant in market housing:

1. *Provision of Information*

- a)* Disclose and document all household members and their income, including consent to third parties’ disclosure of financial information to the HOPWA Program for all household members 18 years or older..
- b)* Provide information, documentation and completed HOPWA program forms within fifteen (15) business days from the date that such information or material is requested.
- c)* Provide accurate, comprehensive, and timely information.
- d)* Notify the HOPWA Program of any changes in income or financial eligibility and household composition within fifteen (15) business days of the event and, if possible, in writing. Such changes are:
 - i)* A family member moves out of the assisted unit;
 - ii)* The client proposes to move a family member into the unit;
 - iii)* An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment; or

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- iv) The family's income cumulatively increases by \$200 or more per month.
 - e) The program recognizes that friends and family may occasionally visit. A family member or friend whose stay in an assisted unit exceeds thirty (30) days will be considered a member of a household, either a family member or roommate, and will trigger recertification. The client must report this change in the household. ***Failure to report a change in household will be deemed an act of fraud and a Class I Violation, resulting in immediate termination.***
 - f) Maintain a current mailing address and phone number with the HOPWA Program at all times.
 - g) Maintain current contact information for two persons selected by the client for notification in case of emergency or for receipt of program notices and communications in the event that the program experiences difficulty in locating the client.
2. ***Client's Responsibilities to Find and Secure Housing***

- a) Locate a housing unit that passes a housing quality inspection within sixty (60) days of being enrolled in the LTRA Program. ***Failure to locate such housing within the sixty (60) days allotted will result in immediate issuance of a program termination notice unless the City of Miami approves an extension of time due to extenuating circumstances.*** Such extension must be requested in writing no later than fifteen (15) days before the sixty (60) day search period ends (that is, no later than 45 days into the housing search). A second extension due to extenuating circumstances may be granted, but the written request for this additional time prior to the expiration of the first extension. If the client does not locate housing within the City-approved extension period, a notice of program termination will be immediately issued to the client.

This sixty-day period in which to locate suitable housing also applies in the event that the client chooses to re-locate at the expiration of a lease term. The client shall locate a new housing unit that passes a housing quality inspection within sixty days of submitting a request to move to his or her Housing Specialist.

- b) Move into a City-approved housing unit within seven (7) calendar days of the City's Move-In Authorization. Failure to do so will result in immediate issuance of a program termination notice.
- c) Program rules prohibit approval of a housing unit if the owner of the unit is the client, the client's parent, child, grandparent, grandchild, sister, or

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brother, or any member of the client's household. Clients are obligated to disclose any familial relationship between themselves, or any member of their household, and the owner of the housing unit.

- d)* Provide written acknowledgment that (a) no rent payments will be made by the City of Miami towards a unit unless and until the City of Miami approves the unit and authorizes the commencement of assistance in writing (known as the "Move-In Authorization Notice"); (b) if the client gives money to a landlord to hold an apartment, pending a successful HQS inspection and issuance of Move-In Authorization by the City of Miami, the client may lose that money if the unit fails inspection or is not approved by the City of Miami; and (c) the Program will not be responsible for any rent (or deposits) incurred or accrued as a result of occupancy prior to the date of the Move-in Authorization Notice.
- e)* Comply with the Program's Move-In Procedures set forth in the Manual, as may be amended from time to time by directive. The client must secure: (i) an executed Landlord Participation Agreement from the potential landlord; (ii) an IRS Form W-9; (iii) a Lead Paint Disclosure Form; and (iv) the lease, all signed only by the landlord.
- f)* Only after the unit passes inspection and the unit size and rent amount are approved by the City of Miami, provide the Housing Specialist with a copy of the written lease and lease addendum previously approved by the Housing Specialist and signed by both the client and the landlord.
- g)* Clients may not move to a new unit while subject to a current lease. Further, clients must request in writing permission to move to a new unit ninety (90) days in advance of a desired move date. Move-in authorization will not be granted until the new unit passes inspection and all the required documents are on file with the client's Housing Specialist. ***Moving into a new apartment without program authorization, unless the client is able to provide sufficient justification for the unauthorized move to the satisfaction of the City of Miami, will result in a Class I Violation and the immediate issuance of a termination notice and the client will be fully responsible for any and all rents or deposits incurred or owed towards the rental of the new unit.***
- h)* Maintain continuous residence in the assisted rental unit through the lease term. ***Abandonment of an assisted unit, defined as a failure to reside on the assisted premises for a period exceeding thirty (30) consecutive days, except in cases where the client is hospitalized or placed into residential substance abuse or mental health treatment, will result in a Class I Violation and the immediate issuance of a termination notice*** (see ***Chapter XV*** regarding extended absence from assisted unit as a reasonable accommodation).

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- i)* Clients' rental units must be re-inspected once a year. In order to complete the inspection, the client or any adult aged 18 or older must be present at the time of the inspection. If the client cannot keep the inspection appointment, the client is responsible for re-scheduling the inspection in advance. If the client fails to provide access to the unit at the scheduled time, this will be deemed a Class II Program Violation for failure to keep a Program appointment. If the client fails to keep a second inspection appointment, Program assistance will be terminated. If a client intends to move when their lease ends, the client must notify the Housing Inspector within the time period set forth in the Inspection Appointment Notice.
- j)* Clients' eligibility to participate in the Program must be re-certified annually. Clients must attend re-certification appointments and provide information and documents requested by their Housing Specialists. If a client intends to move when their lease ends, the client must inform his or her Housing Specialist at the time of re-certification and follow the HOPWA Program's Move-In Procedures.

3. *Client as Tenant:*

- a)* Pay the required client portion of the rent and utilities, as set forth in the Lease, Lease Addendum and Move-In Authorization Notice, directly to the landlord and utility companies by the due date set forth in the client's lease and utility bill(s); assume responsibility for paying the client portion of the rent and utilities directly to the landlord and utility companies in the event that a third party who had agreed to pay the client's portion, stops making such payment on the client's behalf. Secure written receipts for all rents payments made to the landlord.
- b)* Pay any late fees which result from late payments of the client's portion of the rent and utilities.
- c)* If sharing housing with a roommate and the roommate moves out, you must assume responsibility for it and pay the former roommate's portion of the monthly rent until another roommate moves in with the approval of the landlord.
- d)* Maintain the housing unit in good condition as set forth in the lease and housing quality standards (except for normal wear and tear which remains the responsibility of the landlord) and assume financial responsibility for the repair of any damage to the premises, other than normal wear and tear, caused by the client or member or guest of his or her household.

Effective April 5, 2006, clients who move into new units are responsible for a portion of the security deposit, not to exceed 30% of the household's adjusted monthly income. The first time that a client, or member of his or her household, causes damage to the HOPWA-assisted unit (i.e. not ordinary

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normal wear and tear) that results in the landlord retaining more than the tenant's share of the deposit for repairs will be treated as a Class II violation, which will remain on record for the duration of the client's participation in the LTRA Program. . *The second time damage is caused by a client or member of his or her household, which results in repair costs in excess of the tenant's share of the deposit, it will be treated as a Class I violation resulting in immediate program termination.*

- e) If the client is responsible for basic utility service(s) (defined as water, electricity and gas services) under the terms of the Lease and Lease Addendum, the client must maintain the basic utility service(s) for which they are responsible. Failure to maintain basic utility services will result in non-compliance with housing quality standards and program rules set forth herein.
- f) Promptly notify the client's Housing Specialist of any problems with the landlord, including failure to repair physical condition(s) in the unit which may be in violation of HQS.
- g) Promptly notify the client's Housing Specialist of any eviction threats or notices.
- b) Promptly notify the Housing Specialist of any problems related to inability to make rent payment obligations or any other financial issues.
- i) Report any change in household composition. Guests who remain in the unit for more than thirty (30) days are deemed to be a household member, a change in household composition which must be reported. Failure to report a change in household will be deemed an act of fraud and a Class I Violation, resulting in immediate termination.
- j) Give the landlord at least thirty day (30) notice in writing of the client's intentions to move at the expiration of the lease term, unless the lease requires more advance notice.
- k) Comply with all other terms of the lease.
- l) Respect the rights, property, and privacy and/or confidentiality of others and their right to peaceful enjoyment of their rental premises. This means avoiding behavior (the client's or that of a household member or guest) that would disturb neighbors' peaceful enjoyment of their own home (i.e. yelling, loud music or noise, harassment, violence, drug use, other illegal activity, damage to, or theft of, others' property, blocking or cluttering common areas or right-of-ways).

4. *Compliance with Support Services*

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- a)* Keep scheduled appointments with the Housing Specialist or any other HOPWA staff person. Calling in advance to re-schedule appointments, if necessary, although repeated cancellation and/or re-scheduling can lead to Class II violations. Clients may request reasonable accommodation and assistance, when needed; including at-home appointments if homebound.
- b)* Complete and execute a Case Management Verification Form, providing the Housing Specialist with the name of the client's case manager and the Ryan White agency (or other case management provider) where the case manager is located and consent to the exchange of information between the City of Miami HOPWA Program and the case management agency.
 - i)* In the event that the client is not receiving case management services, enroll with a Ryan White agency or other case management service provider within thirty (30) days of commencement of HOPWA assistance, and provide consent for the exchange of information between the HOPWA Program and the case management agency.
- c)* Remain engaged in case management services and follow the individual case management plan, established with the assistance of the client's case manager.
- d)* Maintain monthly contact with the client's Housing Specialist and cooperate with quarterly home visits by the client's housing specialist.
- e)* Undergo an initial housing stability assessment and quarterly re-assessment conducted by the client's Housing Specialist.
- f)* With the assistance of the client's Housing Specialist, develop, commit to and follow a housing plan based on the housing stability assessment and case management plan, which shall be reviewed and revised by the client and Housing Specialist on a quarterly basis.
- g)* Seek and apply for other types of financial or housing assistance which may be available in order to increase income and reduce or eliminate dependency on HOPWA. Provide documentation to the client's Housing Specialist that this has been done.
- b)* Advise the Housing Specialist of any problems related to HOPWA assistance and cooperate in resolving those problems.
- i)* Treat HOPWA program staff with respect and courtesy at all times.
- j)* Ask questions about any aspect of HOPWA assistance not understood.
- k)* Comply with all HOPWA program regulations, rules and guidelines.
- l)* Assume full responsibility for the consequences of violating program rules.

IV. B. CLIENT RIGHTS

HOPWA clients also enjoy certain rights under the program as follows:

- 1.* Those rights afforded tenants in the State of Florida, as set forth in the Florida Residential Landlord and Tenant Act (Chapter 83 of the Florida Statutes).
- 2.* The right to request, and receive, an inspection of the rental unit if the client believes that there are unsafe conditions that warrant immediate repair (emergency inspection) or that there are non-emergency, physical conditions that the landlord is responsible for repairing (complaint inspection).
- 3.* The right to be treated at all times with respect and courtesy, within a setting which provides the highest degree of privacy possible.
- 4.* The right to freedom from discrimination because of race, color, religion, gender, national origin, age, familial status, disability, sexual orientation, or any other arbitrary criteria.
- 5.* The right to full access to information about the HOPWA program, including policies and procedures and agency-specific rules and regulations.
- 6.* The right to know the names and titles of employees serving the client.
- 7.* The right to be involved in and make decisions concerning options for the client's assistance, consistent with the client's eligibility status.
- 8.* The right to refuse HOPWA assistance, based on the requirements associated with receipt of HOPWA benefits.
- 9.* The right to name an advocate to speak on the client's behalf, after a written authorization is presented to the HOPWA Program.
- 10.* The right to inspect and receive an explanation of income determination calculations and the required contribution toward the rental payment.
- 11.* The right to confidentiality as established under state law. However, the client shall be asked to acknowledge that the City of Miami HOPWA program is funded with federal Housing Opportunities for Persons with AIDS funds and that the client's participation in the program is based, in part, on the client's status and that while all participating agencies will adhere to all legal requirements to protect the client's confidentiality, the client's participation in the program may cause their HIV status to be inferred by others who become aware of the client's participation in the HOPWA Program.
- 12.* The right to inspect and receive a copy of the client's files within a reasonable time.

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13. The right to prompt written notice of any agency or City action that is either adverse or favorable, regarding the client's case.
14. The right to due process through initiating grievances, to suggest changes, and to receive a timely response, without fear of reprisal.

IV. C. LANDLORD RESPONSIBILITIES

The HOPWA Program must have a Landlord's executed Participation Agreement on file prior to commencing rental assistance. The following terms and landlord responsibilities shall be incorporated into this Participation Agreement, which may include additional terms and obligations:

1. The Landlord must represent and warrant that the Landlord owns the rental premises subject to this agreement or that Landlord has full authority to lease and manage such premises. The Landlord must represent and warrant that the Landlord has the authority to enter into this Agreement. The Landlord must represent and warrant that the Landlord is not the Tenant, the parent, child, grandparent, grandchild, sister, or brother of any member of the Tenant's household, including the Tenant.
2. The Landlord must acknowledge that the housing unit must pass a housing quality inspection before rental assistance can commence and that such inspection will take place annually thereafter. The Landlord also must acknowledge that the housing inspection process will include review of the property owner's compliance with zoning/permitting requirements and property tax obligations (regardless of the municipality in which the property is located). The Landlord must further acknowledge that no rent payment will be made by the City of Miami, and nor shall the Housing Assistance Program be obligated for any payment of rent, until it receives written documentation that the housing unit passed inspection, all required documents and forms are on file with the Tenant's Housing Specialist, and the City of Miami has issued a written Notice of Move-in Authorization.
3. Landlord must agree that the housing unit must comply with all local and federal housing standards and the Tenant has the right to request inspection by the Housing Assistance Program at any time and that payment of rent can be withheld in the event that the housing unit fails inspection. Rent abatement in the event that the unit fails to meet the housing standards shall be deemed a breach of the Lease by the Landlord and grounds for immediate termination of the Lease by the Tenant.
4. The Landlord must certify that the lease form used for unassisted units is the same lease form used for the assisted unit. The Landlord must agree to the Housing Assistance Program's prior approval of the lease document prior to execution by the Tenant.

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5. The Landlord must agree to execute an addendum to the lease in a form prescribed by the City of Miami, which sets forth, among other terms, the agreed-upon rent amount and the respective portions of the rent amount to be paid by the Tenant and the Housing Assistance Program, responsibility for utilities and the names of those persons who comprise the Tenant's household (family members and/or live-in-aides) and those who are authorized to reside in the unit in shared housing arrangements. The Landlord must agree to execute a new addendum in the event that there is any adjustment to the Tenant's portion of the rent or change in household composition.
6. The Landlord must provide the Tenant with a written receipt for each rent payment made by the Tenant.
7. While the Housing Assistance Program recognizes the Landlord's right to take appropriate action(s) as the Landlord sees fit within the rights and the limits of the law if the Tenant is not paying his or her portion of the rent or utilities, the Landlord must agree to immediately inform the Tenant's Housing Specialist of any problems concerning Tenant's non-payment of his or her portion prior to taking legal action.
8. The Landlord shall notify the Tenant's Housing Specialist of any concern regarding the Tenant's ability to maintain the leased premises in decent condition prior to taking any action towards eviction on such basis.
9. The Landlord shall cooperate with the Tenant's reasonable efforts to satisfy back rent or make, or pay for the costs of, repairs resulting from damage beyond normal wear and tear to the assisted unit caused by the Tenant or member of his or her household.
10. The Landlord shall ask for the Housing Specialist's assistance with resolving conflict with the Tenant prior to such conflict rising to the level of a breach of lease terms.
11. The Landlord must acknowledge and agree that the Housing Assistance Program is not liable for (a) Tenant's rental or utility payments, (b) any roommate's share of the rent (i.e. roommate means any tenant residing in unit that is not recognized by the Housing Program as a family member of the assisted Tenant); (c) for any injuries or property damage caused by Tenant, members of his or her household; and (d) any breach of the terms of any rental/lease agreement between the Landlord and the Tenant. The Landlord also must release and indemnify, defend and hold harmless the City and its officials, employees and agents, including the Subcontractor (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with negligent actions of the Tenant or members of his or her household.

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12. The Landlord acknowledges and agrees that the Housing Assistance Program is not liable, and will not pay, for late fees relating to the payment of: (a) the program's portion of the rent or (b) the Tenant's portion of the rent or utilities. The Landlord hereby acknowledges and agrees that the Tenant is not liable, and will not pay, for late fees relating to payment of the Housing Assistance Program's portion of the rent.
13. **The Landlord shall inform the Tenant's Housing Specialist if the Tenant moves, is evicted or is deceased within 24 hours. The Landlord must acknowledge and agree that the Landlord is not entitled to any payments from the Housing Assistance Program after the voluntary or involuntary departure of the Tenant, death of the Tenant or termination of the Tenant's participation in the Housing Assistance Program.**
14. The Landlord shall provide immediate access to the rental premises for inspection by the Housing Assistance Program upon departure or death of Tenant to protect the City's interest in the security and/or deposits made on behalf of Tenant.
15. The landlord waives any right to retain security and/or other deposit made by the City and client if repairs are made to the unit prior to complaint or exit inspection by the Program or the landlord fails to be present for the exit inspection. The landlord agrees that any claim against the security deposit for tenant-caused damages shall be subject to and limited by City of Miami Housing Program's: (a) determination whether the unit's physical condition is due to ordinary wear and tear or client misuse, negligence, or carelessness and (b) determination of the estimated cost of repair resulting from the tenant-caused damage.
16. The Landlord shall return all security deposit funds paid by the client directly to the client and shall return all security deposit funds paid by the City of Miami directly to the City within the period prescribed by law. Justified claims against the security deposit for unpaid rent or tenant-caused damages shall be made first against the client's portion of the deposit. Claims may only cover the remaining useful life expectancy of replaceable items damaged due to client's negligence or abuse.
17. In the event that a landlord improperly fails to return the City's portion of the deposit funds:
 - a. the City will list the property owner on the Program's prohibited owner list (meaning that no unit owned by the property owner will be approved for future move-ins); and
 - b. the City will withhold the amount of security deposit owed to the City from rental payments owed to the owner for other assisted units. If the owner does not have other units assisted under a City housing program, the City shall pursue collection through its law department.

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18. The Landlord shall promptly notify the client's Housing Specialist and the Housing Assistance Program of (a) any pending transfer of title in the rental property, which is subject to the lease and (b) the date upon which transfer of title occurred and the name and mailing address of the new property owner.
19. The Landlord shall acknowledge and accept that the payment of the City of Miami's share of rent for the first month of occupancy subject to program assistance may take up to sixty (60) days. However, program rent payments will occur on a regular monthly basis thereafter.
20. The Landlord shall acknowledge and accept that the City of Miami retains the right to offset program rent payments due the landlord on units being assisted under the Program by adjustments resulting from prior overpayments.
21. The Landlord shall acknowledge and accept that all payments are contingent upon funding due to federal program appropriation and/or local reimbursement.
22. The Landlord shall comply with the Florida Residential Landlord and Tenant Law at all times.
23. The Landlord shall not discriminate against the Tenant in the provision of housing and amenities, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, sexual orientation or familial status.
22. The provisions of the Landlord Participation Agreement shall apply to and bind the Landlord's successors, assigns, and heirs.

IV. D. LTRA HOUSING SPECIALIST RESPONSIBILITIES

1. *Duties and Responsibilities:*

The primary responsibilities of Housing Specialists fall into three areas. First, the Housing Specialists assist the City in operating the program by performing initial eligibility verification, enrolling clients into the program, conducting annual re-certifications, and providing assistance to clients in understanding and completing leases and other program documents. The Housing Specialist also assists an eligible person to locate affordable, suitable housing when the need arises. Second, the Housing Specialists serve as a liaison between the client and landlord in lease negotiation or in case of disputes to help the client avoid eviction, deal with a difficult landlord or ensure that repairs are made by the landlord. Finally, the Housing Specialist monitors the housing stability of their HOPWA clients through monthly phone contact and a quarterly home visit. During the home visit, the Housing Specialist conducts a housing stability assessment. The Housing Specialist works with the client's Ryan White or PAC Waiver case manager to ensure that the

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client receives the necessary services to maintain independent living and that the client remains engaged in case management, health care and other support services.

Housing Specialist must comply with all Program policies and procedures as set forth in the HOPWA Manual, as well as any subsequent Program directives issued by the City. The minimum general duties and responsibilities of Housing Specialists are as follows:

- a)** Certifies applicants for participation in the HOPWA long-term rental assistance program. Certification includes making income verifications and eligibility determinations. Thereafter, conducts annual, special and move re-certifications for assigned clients.
- b)** Computes utility allowances, tenant rent and housing assistance payments.
- c)** Explains program rules and expectations, client's obligations and rights under the program, including grievance process.
- d)** Assists clients in identifying suitable housing and negotiating rental agreements, including review of tenant-landlord leases for compliance with federal, state and local laws.
- e)** Once units are selected, be available to meet with owners to review program paperwork and secure owner's written agreement to participate in program.
- f)** Monitors that inspection of properties take place prior to occupancy, during annual re-certification, upon client's request and/or following home visit. Inspections are responsibility of the Housing Inspection Unit. Acts as a liaison between housing inspector and landlord to ensure that landlord understands the maintenance and repairs to be performed and that units are re-inspected after work is completed. Conducts the exit walk-through inspection conducted jointly with the client and landlord and signs the walk-through inspection report.
- g)** Counsels and assists clients and landlords in resolution of housing-related issues as appropriate and serves as a liaison between the landlord and the City of Miami HOPWA Program.
- b)** *Conducts initial housing stability assessment and assists the client in developing housing stability plan based on assessment and Ryan White (or other social service provider) case management plan; updates the assessment and housing plan on a quarterly basis.*
- i)** Makes monthly contact with client to ensure client occupancy in assisted unit and client's housing stability.

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- j)* Makes quarterly home visit to (1) monitor and assess client's housing stability and condition of housing unit and (2) assist the client in reviewing and updating his or her housing plan.
- k)* Acts as liaison between client and case manager to ensure client's continued housing stability and access to necessary services.
- l)* Explains and interprets federal and local HOPWA regulations and rules to interested landlords, realtors and property owners.
- m)* Investigates alleged incidents of program rule violation(s) and/or abuse by client or landlord.
- n)* Prepares chronology and supporting documentation, and presents case in written recommendations for, and grievance hearings to review, continuation or termination of participation in the program in event of program rule violations by either client or landlord.

2. *Participation in Trainings and Meetings*

a) Basic HIV/AIDS Training

All program personnel, whose salaries are paid in whole or in part with HOPWA funds, must complete an HIV/AIDS 104 education course conducted by a Florida Department of Health-approved HIV/AIDS training provider within sixty (60) days of commencement of the contract period or their hire thereafter. Such staff includes management and administrative staff. This four-hour HIV/AIDS training course covers basic immunology, virology, transmission, testing, disease process, prevention measure, infectious control, legal and ethical issues and treatment. All program personnel are expected to continue to take, and receive advanced certification in, courses and trainings offered to those serving and caring for persons living with HIV/AIDS.

b) HOPWA Program Trainings

All Housing Specialists are required to attend trainings coordinated by the City of Miami HOPWA Program, which may, from time to time, be in partnership with the Ryan White Title I and II Programs.

c) Meetings

All Housing Specialists shall attend HOPWA Program meetings scheduled by the City of Miami, customarily held on a monthly basis. Housing Specialists may be required to attend Partnership meetings, at the request of their agencies, to ensure compliance with Partnership meeting attendance requirements set forth in *Chapter I* above.

3. *Case Load*

Each LTRA client shall be specifically assigned a Housing Specialist. Housing Specialists' case loads shall not exceed sixty-five (65) LTRA clients.

4. *Independent Contractors*

Through a competitive procurement process, the City of Miami selects community-based agencies to provide the direct services under the LTRA Program, primarily through Housing Specialists. These community-based agencies are independent contractors with respect to all HOPWA services performed under their agreements with the City of Miami. No employees of these community-based agencies, including those hired as Housing Specialists, are deemed to be an employee of the City of Miami for any purpose whatsoever.

Chapter V

[RESERVED]

Chapter VI

Medical, Citizenship and Income Verification, Exclusions and Adjustment

VI. A. REVIEW OF ELIGIBILITY CRITERIA

An applicant must meet medical and income criteria to be deemed eligible for HOPWA assistance, as follows:

1. Medical Criteria

The applicant must have received a medical diagnosis of AIDS, as defined by the Centers for Disease Control (CDC). In the case of a family unit applying for HOPWA assistance, one (1) or more of the family members (regardless of age) must have AIDS.

2. Financial Criteria

His or her income, or in the case of a family, the family unit's income, may not exceed 80 percent of the medium income, based on family size, for the Miami-Dade EMSA, as determined by the Secretary of HUD on an annual basis. In calculating income, the HOPWA Program counts the income of **all** family members, with the exception of income earned from the employment of dependent children under age 18.

3. Citizenship Status

The applicant household must meet the documentation requirements of citizenship or immigration status.

VI. B. MEDICAL ELIGIBILITY VERIFICATION

1. Proof of AIDS, as defined by the CDC

In order to substantiate medical eligibility for HOPWA LTRA assistance, a physician licensed in the State of Florida must independently certify that the client is his/her patient and that the client has received an AIDS diagnosis (AIDS as defined by the CDC). Applicants are required to submit this physician's certification, the HOPWA

Medical Eligibility Form (*Form H40*), at time of application. Before HOPWA assistance may be approved, the physician's certification must be verified by the Housing Specialist. The Housing Specialist must verify the authenticity of the Medical Eligibility Form by: (1) verifying the physician's medical license number against the state register of medical providers on-line (<http://ww2.doh.state.fl.us/irm00praes/praslist.asp>) and (2) contacting the physician's office to verify his or her signature. There is no need to seek re-certification of the client's AIDS status once a verified HOPWA Medical Eligibility Form is on file with the HOPWA Program.

VI. C. INCOME VERIFICATION AND DEDUCTIONS

1. *In General*

Eligibility for HOPWA assistance and the amount of assistance is dependent upon independent verification of household income. As a condition of participation in the HOPWA program, applicants must supply such certification, release, information or documentation as deemed necessary to independently verify the applicant's income (see below and *Appendix B* for acceptable forms of proof of income through third party verification that must be placed on file).

Along with the guidelines immediately below, Housing Specialists shall follow the income and asset verification, exclusion and adjustment guidelines set forth in the HUD Verification Guidance (March 2004) released under PIH Notice 2004-01 (HA) and the excerpted portions of HUD Housing Choice Voucher Program Desk Guide, HUD 7420.10G, Sections 5.2 through 5.7 (April 2001), both found in *Appendix B*.

2. *HUD Independent Verification Requirement*

Housing Specialist must obtain and document in the client's file **independent third party verification** of:

- a)* social security numbers of each family member age six or older;
- b)* reported family income;
- c)* the value of assets;
- d)* expenses related to deductions from income;
- e)* and other factors affecting adjusted income.

3. *Definition of "Third Party Verification"*

Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verification documents must be supplied directly to the independent source by the Housing Specialist and returned directly to the Housing Specialist from the independent source.

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- **VERY IMPORTANT:** *If third party verification is not available, the file must document all attempts to obtain it and why the third party verification was not available.*

4. **Method of Verification:**

HUD requires that Housing Specialists start with the highest level of verification available to document income (i.e. benefits, employment or third party contributions)*:

Type of Verification	
Written 3rd Party Verification of Income	High Level (Mandatory)
Oral 3rd Party Verification	Medium Level (Mandatory if written 3 rd Party Verification is not available)
Review of Original Documents Supplied by Tenant	Medium-Low Level (Use only on provisional basis)
Certification by Tenant	Low Level (Use as Last Resort)

* See pages 11 through 14 of HUD Verification Guidance (March 2004) released under PIH Notice 2004-01 (HA). HUD identifies upfront income verification through a government computer data matching system has the highest and preferred level of verification. While available to Section 8 tenant-based voucher programs, this system is currently unavailable to HOPWA Programs.

5. **Making 3rd Party Verification Request**

a) **Documentation of Social Security Numbers of Each Household Member**

Each member of the client’s household, age six years or older, must disclose their social security number and present a valid social security card as documentation. A copy of the social security card(s) must be maintained in the client file.

b) **Consent of Each Household Member**

Each member of the client’s household, aged 18 years and older, must consent in writing to the release of income, benefits, assets and other financial information on record with previous or current employers, Social Security Administration, Internal Revenue Service, Department of Children and Families, Florida Department of Labor – Unemployment Compensation,

or and/or other state wage information collection agency, Department of Motor Vehicles and/or available through credit reporting.

c) *Written Request for Verification*

The verification documents must be supplied directly to the independent source by the Housing Specialist and returned directly to the Housing Specialist from the independent source. The client is not to hand carry documents to or from the independent source. To ensure independent verification, the Housing Specialist should mail, fax or e-mail the verification request form to the independent source.

i) *Third Party Contributions*

If a third party such as a friend or relative is providing cash assistance or contributing support such as assuming responsibility for the client's share of the rent or utilities, the third party must complete a Third Party Contribution Form (*Form H51*).

d) *Social Security Benefits Verification*

The Housing Specialist must request a current (meaning dated within the last 60 days) SSA benefit verification letter for each household member receiving social security benefits. If the client or household member is unable to produce this document, the client or household member are to be assisted in securing a SSA benefit verification letter either by calling 1-800-772-1213 or requesting the letter at the SSA Internet Website at www.ssa.gov. The client or household member must provide the Housing Specialist with the original benefit verification letter for photocopying and placement in the client file. The original letter should be returned to the client or household member.

6. *Exceptions to 3rd Party Verification*

Only when 3rd party verification (written or oral) is not available may Housing Specialists rely upon original documents provided by the client. A photocopy of the original document(s) must be maintained in the client file.

In such instances, the file must document all attempts to obtain it and why the third party verification was not available.

Housing Specialists may only rely upon original documents if:

a) *Income Verification:*

- i) Housing Specialist made at least two documented attempts to obtain written or oral third party verification, with no luck; or

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- ii) The income source does not have the capability to provide written or oral 3rd party verification.

b) Assets and Expenses:

- i) Housing Specialist made at least two documented attempts to obtain third party verification, with no luck.
- ii) The asset or expense to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third party verification.

***Important:** The client file must include the dates, times, company name and person the request was sent to, how the verification request was sent and non-receipt of response. For proper file documentation, see exercises on pages 17-21 of PIH Notice 2004-01 (HA).*

7. No Income Clients:

Relying solely on client certifications is the lowest level of verification acceptable to HUD. In the case of an applicant, client or family member without income, the following must occur:

- a)* The applicant/client or household member without income must complete the Affidavit of No Income (**Form H49**) and Affidavit of Non-Employment (**Form H48**) in order to establish proof of income. He or she (the “affiant”) must attest that he or she will apply for benefits for which he or she is eligible within thirty (30) days of program assistance (contained in **Form H49**).
- b)* The Housing Specialist must submit requests for financial information from all agencies listed under **Section 5(b)** above to verify that the client household receives no income.
- c)* Within thirty (30) days of signing the affidavit, the affiant will be required to provide proof of application for disability benefits, unemployment and/or other financial benefits. The client must continue to provide Social Security Administration or other agency documentation relating to the client’s applicant for assistance until such benefits are awarded or appeal exhausted following denial of benefits.

8. Verification of Deductions

Explanation of deductions, calculations under each deduction and required verification of deductions can be found in HUD’s Verification Guidance (PIH Notice 2004-01 (HA)), pages 6 through 34 and Chapter 5 of the Housing Choice Voucher Program Guidebook (April 2001), both of which are incorporated by reference into the HOPWA Manual and can be found under Appendix B.

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Housing Specialists are required to follow and/or apply the above HUD guidance when performing income and asset verification and calculation of deductions.

The following merely points out items of particular importance under each deduction.

a) Dependent Deduction

- Dependents include full-time students. The Housing Specialist, with the consent of the student, must pursue third party verification of full-time student status. The school (or vocation training center) defines full-time status in their program. The Housing Specialist should mail verification requests directly to the school and receive the completed verification directly from the school. Satisfactory documentation from the school includes current enrollment status letter, which lists the school name and address, dates of enrollment and whether the student is engaged in the number attempted credit hours per semester/quarter constituting full-time status.
- Note that foster children are not to be treated as dependents and thus, is excluded from the \$480 per dependent deduction.

b) Disabled Family Deduction

- If a household is classified as both an elderly and disabled family, it may only receive one \$400 deduction.
- A disabled head, spouse or sole family member's eligibility for the disabled family deduction can be independently verified and documented by (1) SSA verification of disability benefits; or (2) if the disabled person is not receiving benefits, the Housing Specialist can request disability verification in writing directly from a qualified person having professional knowledge of the person's disability. A professional or doctor's statement must meet the federal disability definition requirements (42 U.S.C. Chapter 7, Subchapter II, Section 423).

c) Elderly Family Deduction

- If a household is classified as both an elderly and disabled family, it may only receive one \$400 deduction.

d) Child Care Expense Deduction

- Child care expenses anticipated to be paid by the family for the care of children under 13 years old during the period for which annual

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income is being computed can be deducted only if (1) such care is necessary to enable a family member to actively seek employment, be gainfully employed or further his or her education; (2) only to the extent that such expenses are not reimbursed; and (3) the amount deducted from annual income cannot exceed the amount of employment income that is included in annual income.

- The Housing Specialist must independently verify: (1) the family member's employment or that the family member is actively seeking employment (usually through written or oral third party verification from a state or local workforce program); (2) employment income; (3) the age of the child(ren); and (4) the childcare expenses, including those that may be incurred for before or after school care and during summer months.
- ***Very Important:*** The Housing Specialist may not refuse to give a family the childcare expense deduction because there is an adult family member in the household that may be available to provide childcare. A Housing Specialist may not decide who will provide childcare to the household's children, nor decide the type of childcare available for the household's children.
- Child support paid for a child living elsewhere is not a deductible expense.

e) ***Medical Expense Deduction***

- Disabled or elderly families are entitled to a deduction for unreimbursed medical expenses, which exceed three percent of annual income.
- If the household is eligible for the medical expense deduction, the medical expenses of all family members may be counted.
- The Housing Specialist should scrutinize expenses carefully to ensure that expenses are not counted twice (same bill deducted in prior year of certification).
- When a household member's social security benefit is reduced for Medicare Insurance premiums, the Housing Specialist should always use the full gross benefit amount in determining annual income. However, the deducted premium is counted as a medical expense.

f) **Disability Assistance Expense Deduction**

- Families are entitled to a deduction for unreimbursed medical expenses to cover care attendants and/or auxiliary apparatus expenses for each member of the family who is a person with disabilities to the extent necessary to enable any member of the family, including the person with disabilities, to be employed.
- However, this deduction may not exceed the earned income received by family members who are 18 years and older and who are able to work because of such attendant care or auxiliary apparatus.
- Furthermore, the allowable disability assistance expense is that portion which exceeds three percent of annual income.
- When an elderly or disabled family has both medical and disability assistance expenses, the calculation to determine the portion of such expenses that exceed 3% of their annual income is applied only once. Since the allowable disability assistance expense is limited by the amount earned by the person enabled to work, the allowable disability assistance expense must be calculated before the allowable medical expenses are calculated.

VI. D. CITIZENSHIP ELIGIBILITY VERIFICATION

1. *Citizenship/Legal Alien Status Requirement for Assistance*

To be deemed eligible for assistance, the applicant must either have U.S. citizenship or legal immigration status. Furthermore, the HOPWA Program may only provide assistance to persons within the client household with either U.S. citizenship or eligible immigration status. The HOPWA Program must pro-rate assistance in the case of “mixed families” – that is households in which some of the members do not have documented eligible immigration status or citizenship.

2. *Verifying Citizenship/Legal Alien Status*

Housing Specialists must secure documentation from the client that members of the client’s household are either U.S. citizens or have legal alien status. Housing Specialists shall follow the citizenship/legal alien status guidelines set forth in the excerpted portions of the HUD Housing Choice Voucher Program Desk Guide, HUD 7420.10G, Sections 5.2 through 5.7 (April 2001) found in *Appendix B*.

3. *Pro-Rating Assistance*

The family's assistance must be pro-rated as follows:

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Step 1 Determine the amount of the Program's housing assistance payment prior to any pro-ration, utilizing the household's share of the rent based on the income of all family members, including any family member who has not established eligible immigration status.

Step 2 To determine the amount of the prorated housing assistance payment for a mixed family, multiply the amount determined in Step 1 by a fraction for which:

(A) The numerator is the number of family members who have established eligible immigration status; and (B) The denominator is the total number of family members.

For example, two out of five family members have legal status, thus, multiply the housing assistance payment by $\frac{2}{5}$ s to determine the amount of assistance the HOPWA program will pay: $2 \text{ divided by } 5 = 40\%$, then $40\% \times \text{Housing Assistance Payment} = \text{Program share of rent}$.

No effect on rent to owner. Proration of the housing assistance payment does not affect rent to owner. The family must pay the portion of rent to owner not covered by the prorated housing assistance payment.

CHAPTER VII

LTRA Housing Search

Guidelines and Standards

VII. A. HOUSING OPTIONS UNDER LTRA PROGRAM

1. Housing Options Under LTRA Program

The LTRA Program provides rental assistance towards suitable privately-owned market rental housing selected by the client. While the program respects client choice in housing, the units that can be assisted under the LTRA Program are limited by: (1) household unit size determined under the LTRA occupancy standard; (2) the LTRA rent standard for the household unit size; and (3) the monthly income of the eligible person or family, who may not spend more than 30% of their monthly adjusted household income on rent and utility payments.

HOPWA housing assistance may not exceed the difference between the HOPWA rent standard for the housing unit size and the eligible person's share of the rent payment.

2. Eligible persons may not rent from family members

A client may not rent a room from a relative or family member and then request HOPWA assistance as an individual. Rental assistance cannot be approved for a "unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the City of Miami determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities." 24 CFR 982.206(d).

VII. B. HOUSING SEARCH GUIDELINES AND TIME LIMITATIONS

1. Review of Move-in Procedures and Required Documents:

During the formal LTRA eligibility and enrollment appointment, or upon receipt of a client's request to move in advance of expiration of their lease term (during recertification), the client's Housing Specialist must provide the client with the following documents, reviewing each one with the client:

a) ***Move-In Policies and Procedures***

The Housing Specialist must go over the move-in policies and procedures set forth herein and provide the client with ***Form H22***, which summarizes these policies and procedures.

b) ***Rental Unit Search Guidelines***, which shall set forth in writing:

i) ***Permissible Unit Size(s)***

The acceptable unit size(s) under the Occupancy Standard applicable to the client's household composition based on the minimum and maximum number of bedrooms that an acceptable unit may have.

ii) ***Maximum Rent(s) Allowed***

The maximum amounts of rent that a landlord may receive for the unit under the program rules. Such amount is based on the client's monthly income, unit size(s) available to the client under the occupancy standard, the rent standard for such unit size, reasonableness of the asking rent, and whether utilities are included or excluded.

c) ***Certification of Occupancy Readiness (HQS Checklist)***

The Certification of Occupancy Readiness (***Form H72***) sets forth a checklist of basic housing quality standards that a rental unit must meet in order to be subsidized. While this check-off list is not as detailed or exhaustive as the federal Housing Quality Inspection Report form (***Form 52580***) employed by the Program's Housing Inspectors (see **Chapter XIII**), the checklist serves to assist the client and potential landlord in determining whether a unit is ready for a move-in inspection.

If the client would like to submit the unit for the City of Miami's approval, the landlord must complete and sign the Certification in order to allow a Move-In Inspection to proceed. By signing the form, the landlord is certifying that the unit meets all of the conditions set forth on the form and is ready for occupancy.

d) ***Additional Landlord Forms***

In addition to the Certification of Occupancy Readiness to be signed by the landlord and returned by the client, the client also is to secure the following signed by the landlord:

- i) Landlord Participation Agreement (***Form 23***);
- ii) Lease signed only by the landlord (the client must not sign any lease until a written Move-In Authorization is issued by the City of Miami);
- iii) ***IRS Form W-9***, and
- iv) Lead-Based Paint Disclosure (***Form H27***)

2. *Sixty Day Maximum Period of Time to Locate Housing*

The client must find a suitable housing unit that passes a housing quality inspection within sixty (60) days. If the client is already receiving HOPWA rental assistance and would like to move to a new unit, this sixty day search period commences upon approval of their request to move. The sixty day search period for clients entering the program from the waitlist commences on the date that their eligibility determination is completed (i.e. the date that they become enrolled in the program).

a) *Failure to Locate Housing Unit Within Allotted Time:*

Failure to locate such housing within the sixty (60) days allotted will result in immediate issuance of a program termination notice. However, the City of Miami may extend the sixty day period to locate suitable housing by two (2) additional thirty day periods due to extenuating circumstances, which must be noted in the client file. The first request for an extension must be submitted to the City of Miami on **Form H24** fifteen (15) days prior to the expiration of the initial sixty-day search period (that is, 45 days into the 60-day housing search period). A request for an additional thirty-day extension must be submitted to the City of Miami prior to the expiration of the first extension. Extensions are only effective if approved by the City of Miami in writing. Copies of any extensions must be maintained in the client file. Failure to locate such housing within the City-approved extension period also will result in immediate issuance of a program termination notice.

b) *Relocating After Assistance Begins:*

This sixty day period in which to locate suitable housing also applies in the event that a client already receiving LTRA assistance chooses to re-locate at the expiration of a lease term. The client shall locate a new housing unit that passes a housing quality inspection within sixty days of submitting a request to move to his or her Housing Specialist (but see rules governing approval of requests to move in **Chapter VIII**).

i) *Failure to Locate Housing or Renew Lease:*

Failure to locate such housing within the sixty (60) days allotted will result in a requirement that the client renew their lease for the unit currently being assisted and submit a copy of the lease within the sixty (60) day period. Failure either to locate a new unit that passes inspection or submit a copy of the new lease for the current unit within the sixty (60) day period will result in immediate issuance of a program termination notice.

However, the City of Miami may extend the sixty day period to locate suitable housing by one (1) additional thirty day period due to extenuating circumstances, which must be noted in the client file. The request for an extension must be submitted to the City of Miami

on **Form H24** fifteen (15) days prior to the expiration of the initial sixty-day search period (that is, 45 days into the 60-day housing search period). Extensions are only effective if approved by the City of Miami in writing. Copies of any extensions must be maintained in the client file. Failure to locate such housing within the City-approved extension period also will result in immediate issuance of a program termination notice.

3. *Move Within Seven Days of Move-In Authorization*

Clients are required to move into a City-approved housing unit within seven (7) calendar days of the City's Move-In Authorization. ***Failure to do so will result in immediate issuance of a program termination notice.***

VII. C. OCCUPANCY STANDARD

1. *Source of Occupancy Standard:*

The occupancy standard established for the LTRA Program follows the Section 8 Housing Choice standard set forth under 24 CFR 982.401(d) and 982.402(b) (see 42 U.S.C. 12908(a); 24 CFR 574.310(b)(2)(iii)).

2. *Occupancy Standard by Which to Determine the Household Unit Size:*

- a)** Federal policy limits subsidy support to the smallest number of bedrooms needed to house the client and household members without overcrowding;
- b)** However, the rental unit must be consistent with the space requirements under the federal housing quality standards:
 - i)** the rental unit must have a living room, a kitchen area, and a bathroom
 - ii)** the rental unit must have at least one bedroom or living/sleeping room for each two persons. No more than two persons may share a bedroom.
- c)** Children of the same sex regardless of age must share a bedroom. Children of opposite sex under the age of six must also share a bedroom. Children of opposite sex, ages six or older, may not be required to occupy the same bedroom or living/sleeping area.
- d)** A married couple or domestic partners shall be limited to one bedroom when calculating minimum number of bedrooms unless reasonable accommodation requires otherwise.

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- e) A live-in aide, approved by the City of Miami to reside in the unit to care for the client or a household member with a disability or elderly, must be counted in determining the household unit size.
- f) The unit size for a household comprised of a single person is limited to a zero or one-bedroom unit, unless an approved live-in aide resides with the person or reasonable accommodation requires otherwise.
- g) A child who is:
 - (i) in the legal joint custody of a member of the client’s household; or
 - (ii) temporarily away from the home because of placement in foster care is considered a member of the family in determining household unit size. If the family includes a child or children temporarily absent from the home due to placement in foster care or with a temporary guardian, the Housing Specialist must request information from the appropriate child welfare agency to determine when the child/children will be returned to the home. If the time period is to be greater than 180 calendar days from the date of the removal of the child/children, the maximum unit size may be temporarily reduced. If children are removed from the home permanently, the maximum unit size will be permanently reduced in accordance with the Program’s occupancy standards.
- h) A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- i) The occupancy standard must be applied consistently for all families/ households of like size and composition.

3. Minimum and Maximum Household Unit Size Reference Chart

<u>Number in Household</u>	<u>Minimum and Maximum Unit Size</u>
1	0 to 1 Bedroom
2	1 to 2 Bedrooms
3	2 to 3 Bedrooms
4	2 to 4 Bedrooms
5	3 to 5 Bedrooms
6	3 to 6 Bedrooms
7	4 to 6 Bedrooms
8	4 to 6 Bedrooms
9	5 to 6 Bedrooms
10	5 to 6 Bedrooms

VII. D. MAXIMUM HOUSING ASSISTANCE AMOUNTS

1. *Maximum Rent Payment*

HOPWA LTRA housing assistance may not exceed the difference between the rent standard for the Miami-Dade EMSA and the eligible person's share of the rent payment, which is generally 30% of the client's household monthly adjusted income. In the event that the asking rent exceeds the rent standard for the household unit size, the client household may contribute up to, but no more than, 30% of their monthly adjusted income to secure the desired unit. In the event that the asking rent would require the client household to expend more than 30% of their income on rent and utilities, the unit would not be deemed suitable for housing assistance under the LTRA Program.

2. *Maximum Rent Subsidy*

a) *Setting a Maximum Rent Subsidy*

The amount of rent subsidy under the HOPWA LTRA Program may not exceed the difference between:

- 1) The lower of the rent standard or reasonable rent for the unit; and
- 2) The program participant's portion of the rent, which may not exceed thirty percent (30%) of their monthly adjusted household income.

b) *Local Rent Standard*

Effective October 1, 2009, the Miami-Dade HOPWA rent standard is 100% of the Section 8 fair market rent (FMR) for the Miami-Dade EMSA, as published annually by US HUD for effectiveness on October 1 of each year and distributed by the City of Miami by directive.

c) *Rent Reasonableness*

The HOPWA LTRA Program must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable units in the private unassisted market. To make this determination, the Program must consider (1) the location, quality, size, unity type, and age of the unit selected by the program participant; and (2) any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease provided to the Program for review. Such determination of rent reasonableness must be documented in writing by providing a comparison of no less than three unassisted units in the same general location of the selected unit.

Pursuant to **HUD PIH 2003-12 (HA)**, HUD does not require the Program to try to quantifiably document or separately evaluate each of the above factors. To

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the extent possible, rent comparability should be based on rents paid for similar units in the same general location that are also generally similar in terms of the overall quality of housing provided. The procedures or documentation used by the Program to determine rent reasonableness should reflect this approach.

To assist Housing Specialists in making determinations of rent reasonableness, Housing Specialists may utilize an on-line rent comparable tool as long as the rent comparable tool complies with HUD rules as stated above.

d) *FMR Adjustments on Case-by-Case Basis*

On a unit-by-unit basis, the City of Miami HOPWA Program, at its own discretion, may increase the rent standard by up to 10 percent for no more than 20 percent of the units assisted by HOPWA. A Housing Specialist may submit a request for such adjustment in writing to the City of Miami HOPWA Program on behalf of their client. Such request must demonstrate that (i) the client household's monthly share of the rent payment would exceed 30% of their monthly income and thus be forced to move from their existing housing, and (ii) the client household has a need related to disability to remain in the unit. The City of Miami's ability to approve the request is limited by the number of units currently subject to a rent standard adjustment at the time of the request.

3. *Eligible Person's Share of Rent Payment*

Clients must contribute towards the monthly rent payment based on the client, or the family's, monthly income as set forth below. Guidance concerning income verification and calculation of adjusted income can be found in ***Chapter VI*** and ***Appendix B***.

a) *Rent Share:*

Each person must pay as their share of the rent and utilities an amount which is the higher of:

- i)** 30% of family's adjusted monthly income (adjustment factors include the age of the individual, medical expenses, size of the family and child care expenses per U.S. HUD guidelines);
- ii)** 10% of family's monthly gross income; or
- iii)** the portion of welfare assistance specifically designated for family's housing, whichever is greater.

b) *Utility Allowance:*

HUD Fair Market Rents include a utility allowance. If HOPWA recipients pay separately for utilities, a utility allowance (determined during inspection of the unit) must be credited against the client's share of the rent payment. Utility allowances are governed by a utility allowance schedule issued by the City of Miami by directive.

4. *Step-by Step Procedures for Calculating Minimum and Maximum Rents for Housing Search and Final LTRA Program and Client Share of Rent Payment*

Housing Specialists must use the HOPWA Program's Income and Rent Calculation Excel Worksheet (**Appendix A**) to generate the Housing Search Guidelines tailored to the client household and to determine the final LTRA Program and client shares of the rent payment. Instructions on the use of these worksheets are contained within the worksheets.

- a)** To ensure that clients are not asked to pay more than the HOPWA-approved tenant share of the rent, Housing Specialists must (1) provide clients a copy of their Lease Addendum which documents their portion of the rent and (2) remind their clients that they cannot be asked to pay more than that amount by the landlord or property manager.

5. *Client Responsibility to Pay Utilities Excluded from Rent Amount*

Clients must be reminded that failure to timely pay their utilities, if responsible for such payment(s), is a Class II Program Violation. During quarterly housing stability assessment, Housing Specialists must (a) emphasize good budgeting practices so that utility allowances are directed toward payment of utility bill(s) and (b) seek proof that such bill(s) are being paid on time. If such bill(s) are not being paid on time, the client should be assisted in developing and committing to a budget plan that will ensure timely payment of utility bill(s). This budgeting commitment shall be made part of the client's housing plan.

6. *Payment of Utility Credit*

- a)** **Persons with zero or extremely low income may be entitled to a utility credit, which will be issued by the City of Miami directly to the utility company.**
- b)** Housing Specialists must (i) review the client's calculation worksheet for utility reimbursement eligibility, (ii) provide a copy of the utility bill to the City of Miami, and (iii) ensure that a utility credit payment, if owed, is being issued.
- c)** Housing Specialists must request that clients with zero income and unable to work seek SSI benefits. Housing Specialists should (i) work with Ryan White case managers (and Legal Services if necessary) to ensure that clients in fact apply for assistance and keep up their part during the claims (or appeal) process, and (ii) enroll the client in FPL's Budget Billing Program. The client file must document the effort to secure benefits and the outcome.
- d)** Housing Specialists should assist assigned waitlist applicants and clients going through re-certification, who are without any assurance of benefits in the

near future or those denied assistance, in locating and moving into a unit in which all utilities are included in the rent if at all possible.

- e) At any time, clients may request that Housing Specialists review calculations made to determine the client's utility allowance and share of the rent.

VII. E. SHARED HOUSING ARRANGEMENTS

A roommate relationship -- as distinct from a family relationship -- is established for the purposes of sharing the expense of rent and utilities in exchange for a share of the space available in the living unit. When the applicant is an individual (or family unit) with a roommate(s), this is classified as shared housing. Only the income of the eligible person (or the family unit) income is counted when assessing income eligibility; however, rent and utilities must be prorated among roommates. ***In the event that a roommate vacates the unit, the client is responsible for the former roommate's share of the rent until a new roommate moves into the unit with the approval of the landlord.***

The following provides guidance for the treatment of shared housing:

STEP 1. Determine who lives in the dwelling and who can be assisted

A. Does the owner live in dwelling? _____ Yes _____ No

If yes, is this a one-bedroom unit? _____ Yes _____ No

- If **yes to both questions**, the household cannot be assisted under shared housing

If the owner lives in the dwelling, is owner related to the client? ____ Yes ____ No

- If **yes**, the owner is treated as a member of the client's family unit and not as an "arm's length" roommate.

B. Does the client live with person(s) considered roommates, that is, who are not related by blood, marriage, legal guardianship or important to their care and well-being? _____ Yes _____ No

- If **yes**, the client is living in a shared housing arrangement.

Does the client have additional family members living in the dwelling? ____ Yes ____ No

If yes, how many family members, including the client, reside there? _____

C. How many total persons reside in the dwelling? _____

STEP 2. Determine whether the housing is suitable for the family to be assisted

- A. Are there sufficient bedrooms/sleeping areas for the individual/family members, based on the LTRA Occupancy Standard? _____ Yes _____ No
- B. If there are disabled persons residing in the dwelling, do the private and common spaces accommodate the disability? _____ Yes _____ No
- If **no to either question**, the individual/family cannot be supported in this shared housing arrangement.

STEP 3. Calculate the rental portion for the individual/family unit:

- A. Determine the LTRA Rent Standard for the type/size of housing being occupied by the individual/family. The tenant's portion of the rent would be based on this FMR.

Example #1: For an individual who occupies one bedroom of a 3-bedroom dwelling, the rental portion would be pro-rated based on the LTRA Rent Standard for a 3-bedroom unit.

- ◆ Juan rents one room in Anton's 3-bedroom apartment, and shares common areas (living room, kitchen, bath). Anton pays \$1,280 per month rent (non-subsidized) for the apartment.
- The LTRA Rent Standard in Juan's area for a 3-bedroom unit is \$1200 per month.
- Juan's total allowable rent would be 1/3 of \$ 1200, or \$400 per month for his 1-bedroom portion, based on the LTRA Rent Standard.
- Based on HOPWA guidelines Juan would pay the higher of 10% of his gross income or 30% of his adjusted gross income, and HOPWA funds would pay the balance of his \$400 allowable rent portion.

Example #2: For a family who occupies three bedrooms of a 5-bedroom dwelling, the rental portion would be pro-rated based on the area LTRA Rent Standard for a 5-bedroom unit and the number of bedrooms occupied by the family.

- ◆ The Sanders family occupies three bedrooms of a 5-bedroom house. The house rents for \$2,000 (non-subsidized) per month.
- The Fair Market Rent in the Sander's community for a 5-bedroom unit is \$1,500 per month.
- The Sanders' total allowable rent would be 3/5 of \$1,500 - or \$ 900 for their 3-bedroom portion, based on the LTRA RENT STANDARD.

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- Based on HOPWA guidelines the Sanders family would pay the higher of 10% of their gross income or 30% of their adjusted gross income, and HOPWA funds would pay the balance of the total \$900 allowable rent portion.

NOTE: HUD Fair Market Rents include utility allowance. If HOPWA recipients pay separately for utilities, they must be credited the local HUD-approved utility allowance, which in shared housing is based on the total number of bedrooms being assisted by HOPWA.

Chapter VIII

LTRA Requests to Move, Deposit Policies, and Lease Terms

VIII. A. REQUESTS TO MOVE

1. *Requests to Move Must Be Submitted Ninety Days in Advance*

LTRA agencies are assigned responsibility for reviewing and approving requests to move if the client is seeking to move to a new unit at the end of his or her current lease term. The client must submit the Request to Move at least ninety days in advance. In all other cases, only the City of Miami can approve a client's request to move. In such instances, Housing Specialists must submit the Request to Move form, reviewed and completed by the Housing Specialist, to the City of Miami within twenty-four (24) hours of the client's submittal of the request.

2. *Request to Move During Current Lease Term But Prior to Commencement of Annual Recertification*

a) As clients may not move to a new unit while subject to a current lease, the client will not be granted permission by the City of Miami to commence a housing search more than ninety (90) days in advance of an expiring lease term unless well-documented extenuating circumstances beyond the client's control warrant an exception. Such documentation shall include, but not be limited to: case notes; evidence of family composition changes; landlord abatement notices; emergency and/or compliance inspection requests with email confirmation.

b) Upon request of the client, the Housing Specialist shall complete the Request form by adding an appointment date to the form and then submit it to the City of Miami, maintaining a copy for the file. When setting the appointment date, allow for fifteen days advance notice to client and an additional five days for City of Miami processing and mailing. The purpose of the appointment is to review the housing search process with the client and commence re-certification of the client. Upon approval, the City of Miami will mail the authorized Request to Move to the client, with copy to the Housing Specialist.

- c) The authorized Request to Move shall note that the client's sixty-day housing search period commences on the date of the City's approval of the Request to Move. The approved Request shall also incorporate a reminder of the client's obligations under the program rules and the terms of the lease to: (i) not abandon the unit while the lease is in effect; (ii) continue to make monthly rent payments as required under the lease addendum; and (iii) provide the landlord with notice of the client's intent to vacate the unit upon expiration of the lease at least thirty days in advance or earlier as may be required under the lease.

3. *Request to Move in Response to Notice of Abatement*

In the event that a client submits a Request to Move in response to a Program Notice of Abatement, the City of Miami may authorize the client to immediately commence a housing search. If the client chooses, and is able to safely, occupy the unit while searching for a new unit, the client must either continue to pay his or her portion of the rent or follow the procedures set forth in ***Chapter XIII, Section D*** governing tenant abatement notice requirements under Florida Residential Landlord and Tenant Act.. The recertification process must commence immediately.

- a) The-Housing Specialist shall complete a Request to Move and submit it with a copy of the Abatement Notice to the City of Miami for approval, maintaining a copy for the file. The Response shall set forth: (i) that the housing search may commence immediately; (ii) the sixty day period in which the client must identify a new unit that passes inspection commences on the date of the City's approval of the Request to Move and; (iii) the re-certification appointment date.
- b) The form shall also incorporate a reminder of the client's option to either continue to pay his or her portion of the rent while occupying the unit or follow the procedures governing tenant abatement notice requirements. The client must also notify the Landlord that the Notice of Abatement has resulted in a landlord breach of the lease and that the Tenant intends to move from the premises.

4. *Housing Search Period*

The housing search period allowed upon authorization to commence search shall be governed by ***Chapter VII***.

VIII. B. DEPOSIT POLICY

1. Existing Clients

Effective August 14th, 2006, deposits already paid by the City of Miami shall remain in place until the client moves out of the housing unit. Upon vacating the premises, the security deposit funds are to be returned to the City of Miami.

Effective December 1, 2009, to assist the client in his/her move to a new unit, the City of Miami will provide security deposit guaranties equal to one month's rent required by the new landlord minus the HOPWA client's share based on the household income (i.e. 30% of the household's adjusted monthly income). The HOPWA client will be required to cover the balance of the deposit. Landlord claims against the security deposit guaranty are expressly limited to tenant-caused damage. The security deposit guaranty does not cover unpaid client's share of the rent.

2. New Clients from Waiting List

Effective December 1st, 2009, new HOPWA LTRA Program clients moving into a housing unit will receive security deposit assistance in the form of a guaranty. The City of Miami will provide a security deposit guaranty equal to one month's rent required by the new landlord minus the HOPWA client's share based on their household income (i.e. 30% of the household's adjusted monthly income). The HOPWA client will be required to cover the balance of the deposit.

3. Tenant-Caused Damages – Second Violation Is a Class I Program Violation

Generally, three (3) Class II program violations in a period of 12 months constitute grounds for immediate program termination. An exception applies to tenant-caused damages to an assisted unit. The first time that a client, or member of his or her household, causes damage to the HOPWA-assisted unit (i.e. not ordinary normal wear and tear) that results in the landlord retaining any of the City's cash security deposit or resulting in a payment under a security deposit guaranty will be treated as a Class II violation, which will remain on record for the duration of the client's participation in the LTRA Program. The client still retains the privilege of security deposit assistance in the form of a guaranty as described above if moving to a new unit. *The second time damage is caused by a client or member of his or her household, which results in repair costs in excess of the tenant's share of the deposit for repairs, it will be treated as a Class I violation resulting in immediate program termination.*

4. Landlord's Responsibilities Relating to Security Deposit

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- a.* The landlord waives any right to retain security deposit funds made by or behalf of the client or make claims against a City of Miami security deposit guaranty if repairs are made to the unit prior to complaint or exit inspection by the Program or the landlord fails to be present for the exit inspection. The landlord agrees that any claim against a security deposit (whether in the form of cash or guaranty, as the case may be) for tenant-caused damages shall be subject to and limited by City of Miami Housing Program's: (a) determination whether the unit's physical condition is due to ordinary wear and tear or client misuse, negligence, or carelessness and (b) determination of the estimated cost of repair resulting from the tenant-caused damage.
- b.* The Landlord shall return all security deposit funds paid by the client directly to the client and shall return all security deposit funds paid by the City of Miami directly to the City within the period prescribed by law. Similarly, the Landlord must make claims against a City of Miami security deposit guaranty within the period prescribed by law. Justified claims against the security deposit (in the form of cash or guaranty, as the case may be) due to tenant-caused damages shall be made first against the client's cash portion of the deposit prior to claims against the City's security deposit (in the form of cash or guaranty, as the case may be). Claims may only cover the remaining useful life expectancy of replaceable items damaged due to client's negligence or abuse.
- c.* Clients will not be penalized for landlord's failure to return cash deposit funds paid by the City if there is no tenant-caused damage or the cost of repairs does not exceed the tenant's portion of the deposit. Clients may still seek security deposit assistance in the form of a guaranty as set forth above.
- d.* In the event that a landlord improperly fails to return the City's portion of cash deposit funds:

 - i.* the City will list the property owner on the Program's prohibited owner list (meaning that no unit owned by the property owner will be approved for future move-ins); and
 - ii.* the City will withhold the amount of security deposit owed to the City from rental payments owed to the owner for other assisted units. If the owner does not have other units assisted under a City housing program, the City shall pursue collection through its law department.

5. Change in Property Ownership or Property Management – Treatment of Deposits

The Florida Residential Landlord and Tenant Act protects rents and deposits paid by the client and/or the HOPWA Program in the event of a sale of the property to a new owner or change in property management, as follows:

“Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records as stated herein, and upon transmittal of a written receipt therefore, the transferor shall be free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. However, nothing herein shall excuse the landlord or agent for a violation of the provisions of this section while in possession of such deposits.” §83.49(7) Fla. Stat.

VIII. C. LEASE TERMS AND LEASE ADDENDUM

1. *Lease Required*

The client and landlord must enter into and execute a written lease for the rental unit.

a) *Term of Lease*

The lease term must be for twelve months, except that the City of Miami may approve a shorter term under extenuating circumstances to improve housing opportunities for the client. The rent amount may not be raised by the property owner during the lease term.

b) *Client’s Legal Capacity*

The client must have legal capacity to enter into a lease agreement. If there is any doubt to capacity, the Housing Specialist shall consult with the client’s case manager regarding appointment of legal guardianship or advocate.

c) *Single Lease Agreement*

At all times, there shall be only one lease agreement and addendum between the landlord and client, reviewed and approved by the Housing Specialist and the City of Miami. The existence of a second lease document or addendum with terms contrary, or in addition to, the approved lease documents, will be treated as evidence of an effort to violate program rules.

2. *Limited Role in Reviewing Lease*

The Housing Specialist’s role in reviewing the lease document is limited to ensuring that the required information listed below is found in the lease and that the lease complies with state and local law. The Housing Specialist can reject the lease if it fails to conform with either the program requirements or applicable law.

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a. Minimum Requirements

The following information must be contained in the lease:

- i)* Names of the owner and tenant; and if there are “arms length” roommate(s), the name(s) of the roommate(s);
- ii)* Unit address;
- iii)* Term of the lease, including initial term and provisions for renewal;
- iv)* Amount of monthly rent to owner; and
- v)* Specification of what utilities and appliances the owner must supply and what utilities and appliances the tenants must supply.

3. Lease Addendum:

Once the City of Miami approves the rental unit by issuing Move-in Authorization on Form H26, the Housing Specialist shall complete a Lease Addendum (see **Section B of Chapter IX**). The Lease Addendum shall include, but not be limited to, the following:

- a)* Client and HOPWA Program’s portions of the monthly rent payment;
- b)* Amount of deposit paid and the party responsible for the deposit;
- c)* Specification of what utilities and appliances the owner must supply and what utilities and appliances the tenants must supply.
- d)* Names of household members authorized to reside in the assisted unit and the member’s relationship to the client; and
- e)* The following provisos:
 - i)* the client is not responsible for late fees resulting from the City’s failure to make timely payment of the program’s portion of the monthly rent;
 - ii)* the owner is responsible for repair and/or maintenance of the housing unit’s structure, mechanical systems, appliances (if provided by the landlord), flooring, and fixtures resulting from normal wear and tear.
 - iii)* termination of the Landlord Participation Agreement for landlord breach or rent abatement thereunder is deemed a breach of the Lease by the Landlord and grounds for immediate termination of the Lease by the client.

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- iv) as long as the monthly rent is paid in accordance with the lease and lease addendum and the tenant otherwise complies with the terms and provisions thereof, neither the landlord nor its successors, assigns or transferee of title to the real property subject to the lease addendum, shall disturb the tenant in his or her quiet enjoyment of the premises during the term of the lease.

Chapter IX

LTRA Initial and Annual Certifications

Tenant-based rental assistance is limited to low income persons as defined in 24 CFR 574.3 with an AIDS diagnosis. Such rental assistance is subject to federal HOPWA regulations that establish a client rent contribution requirement, program rent subsidy limitations, occupancy and housing quality standards. See 24 CFR 574.310(b) and (d) and 574.320. Such assistance shall be provided to the extent practicable in the manner provided for under section 1437f of Title 42 of the US Code (governing the Section 8 tenant-based rental assistance program). See 42 USC 12908(a)(1). To ensure regulatory compliance, clients must undergo an initial eligibility determination, followed by an annual re-certification. Clients also must follow strict move-in procedures. **Housing Specialists are responsible for conducting these program certifications and move-ins on a timely fashion. Failure to do so will have adverse monetary consequences for the Housing Specialist's agency. See Chapters X and XIX.**

IX. A. CLIENT NOTIFICATION OF CERTIFICATION APPOINTMENT

1. *Waitlisted Applicant – Prospective Client*

a) *Client Assignment*

Upon an applicant's number coming to the top of the waitlist, the City of Miami will assign the applicant to one of the community-based agencies providing Housing Specialist support to the LTRA Program. The agency must immediately assign the applicant to one of its Housing Specialists.

Note: The applicant will maintain his or her waitlist number as the case identification number until Move-In Authorization/Commencement of Rental Assistance is issued by the City of Miami, at which time a permanent client number will be assigned. LTRA agencies must use only these numbers and may not assign their own numbering system to HOPWA cases assigned to them.

b) *Verify Authenticity of Medical Status Certification*

The Housing Specialist must immediately verify the authenticity of the HOPWA Client Medical Eligibility Form (**Form H40**) on file by verifying the physician's medical license number on-line (<http://ww2.doh.state.fl.us/irm00praes/praslist.asp>) and by contacting the physician's office to verify his or her signature. Eligibility for assistance is contingent upon the physician certifying that the applicant has received an AIDS diagnosis.

c) *Client Notice of Scheduled Certification Appointment – 45 Days to Determine Program Eligibility*

Upon verifying the authenticity of the HOPWA Client Medical Eligibility Form, the Housing Specialist must schedule the applicant for certification appointment to take place within fifteen days of agency assignment by sending the applicant a Notice of Intake Appointment (**Form H58**). The Notice will ask the applicant to bring documentation related to the income and legal status of all household members and documentation necessary to verify status of a live-in aide, if any. At such time, program rules, housing search and move-in procedures will be reviewed with the applicant. ***In all cases, the Housing Specialist must determine the waitlisted applicant's eligibility on the basis of AIDS status, income and legal status within the first forty-five days of the applicant's assignment to the agency. Failure to do so will have adverse monetary consequences for the Housing Specialist's agency. See Chapter XIX.***

i) *Client Re-Scheduling*

Upon receipt of the Notice, the applicant may request that the appointment be rescheduled. However, the new appointment date must be set within the next fifteen days and may not be rescheduled a third time except for extenuating circumstances.

d) *Failure to Appear:*

In the event that a person who is listed on the LTRA Waitlist fails to appear at the scheduled intake appointment, a certified letter is to be sent to the applicant on the day of the missed appointment, noting: (a) the applicant's failure to attend or reschedule the appointment; (b) setting a new appointment for 15 days from the date of the letter; (c) and providing notice that failure to attend the re-scheduled appointment will result in the applicant being deemed ineligible for assistance and removal from the waitlist. In addition, the Housing Specialist shall make the following effort to contact the client: (a) at least two phone contact attempts to reach the applicant at the number(s) provided by the applicant; (b) one phone contact to a Case Manager or Agency serving the applicant (if known); (c) a phone call to both

“Emergency Contacts” listed in the LTRA Application, until applicant contact is accomplished or above methods of contact are exhausted, whichever occurs first. The purpose of this contact is to inform the applicant of the requirement to attend the rescheduled appointment and that failure to attend will result in an ineligibility determination and removal from the waitlist.

e) Recommendation to Deem Applicant Ineligible

In the event an applicant fails to keep a second appointment or reschedule the appointment due to extenuating circumstances, the HOPWA Provider will forward to the City of Miami a recommendation to deem the applicant ineligible and remove the applicant from the waitlist, along with a complete copy of the applicant’s file. Upon making a determination to terminate, at its sole discretion, the City of Miami will send the applicant a certified Termination Notice (for “Failure to Appear”) informing applicant that (a) he or she failed to respond to two written notices of an intake appointment and all other attempts to contact the applicant; (b) determination of ineligibility and removal from the waitlist will take place effective on the tenth (10th) business day following the notice; (c) he or she may appeal the termination decision within ten business days of the date of the notice; and (d) other information as required under *Chapter XVI*.

i) If the applicant files an appeal, the termination process is placed on hold until the grievance process is completed. If the applicant does not file a timely appeal, he or she will not be eligible for assistance.

2. Existing Client - Annual Recertification

Under federal regulations governing the HOPWA program, a client must be re-certified for participation in the Long-Term Rental Assistance Program each year *within twelve months* of the last City-approved certification of eligibility. *Late re-certifications will have adverse monetary and performance consequences for the Housing Specialist’s agency. See Chapter XIX.*

Re-certification means: making a determination that the client continues to meet the eligibility criteria for the HOPWA program. Re-calculation of the client’s share of the rent also takes place during re-certification. As the client’s AIDS diagnosis was verified upon entry to the LTRA program, recertification focuses on the client’s income eligibility as changes in income or household composition.

Coordination of re-certification and lease term is required: Federal regulations also require that assisted housing units be inspected on an annual basis to ensure compliance with the program’s housing standards. As a result of the annual inspection process, the client may have to locate and move into a new unit if their current landlord is unable or unwilling to make necessary repairs to the unit. On the other hand, the client may wish to move to a new unit, making re-inspection of their

current unit an unnecessary use of limited resources. Therefore, re-verification of household income and annual housing inspection are coordinated to take place at the same time once a year to minimize disruption to the client and to the program. Accordingly, lease terms also should be timed with this recertification. This also permits re-calculation of the client's share of rent in light of rent increases or moves during the same period that a household's income is re-verified.

a) Timing of Client Notification of Recertification Appointment:

Housing Specialists must commence the re-certification process ninety (90) days before the client's re-certification deadline. The HOPWA Provider shall notify the client of the pending recertification prior to the end of the ninth (9th) month of LTRA using **Form H37**. At that time, the provider shall give the client a recertification appointment, which shall take place fifteen days from the date of the notice. If the client has a conflict with the scheduled appointment time, he/she may notify the provider and reschedule it. The Recertification Notice shall explain that clients under the LTRA program must be recertified at least annually and failure to comply may result in termination of assistance.

b) Client Notification of Annual Inspection:

Housing inspections and paperwork required of third parties (landlords and case managers) can take time. To ensure that clients are re-certified as required under federal HOPWA regulations, the Housing Inspection Unit must commence the inspection process 120 days from the re-certification deadline.

i) Intent to Move During Recertification Period:

In the event that the client intends to look for another unit, the client is required to submit a Request to Move (Form **H34**) to the Housing Inspector within fifteen (15) days of the annual inspection notice. The Housing Inspector will forward the client's Request to Move to the Housing Specialist for approval. The Housing Specialist shall review the housing search and move-in procedures with the client during the Re-Certification appointment.

The authorized Request to Move shall be mailed to the client, with copy for the file, noting that the client's sixty-day housing search period commences on the date of the Request's approval of the Request to Move. The approved Request shall also incorporate a reminder of the client's obligations under the program rules and the terms of the lease to: (i) not abandon the unit while the lease is in effect; (ii) continue to make monthly rent payments as required under the lease addendum; and (iii) provide the landlord with notice of the client's intent to vacate the unit upon expiration of the lease at least thirty days in advance or earlier as may be required under the lease.

c) Diligent Search for the Client

If no response from the client is received within fifteen (15) days of the initial written notice of pending recertification and appointment, the provider shall be required to conduct a diligent search for the client. The steps to take are as follows:

- i)* On the day of the missed appointment, the client shall be sent a certified letter noting the client's failure to attend the appointment or reschedule the appointment; setting a new appointment fifteen (15) days from the date of the letter and providing notice that assistance will be subject to termination if the client fails to meet with the Housing Specialist.
- ii)* Within the next fifteen (15) days, the following documented attempts at contact are to be made until contact is accomplished or methods of attempted contact below are exhausted:
 - a)* Two phone contact attempts;
 - b)* The client's case manager shall be contacted to assist in locating the client;
 - c)* The Housing Specialist shall conduct a home visit.
- iii)* If the client does not contact the provider within fifteen (15) days of the second written notice of pending recertification, termination of LTRA shall be initiated according to the procedures described for "Failure to Appear" in *Chapter XVI*. Any request for assistance made after a case is closed shall be considered a new application.
- iv)* All communications shall be documented in the client's file.

d) Date of Recertification:

The client's recertification completion date shall be the first day of the month in which recertification was completed by the Housing Specialist and approved by the City of Miami. The next recertification must take place within twelve months of that date.

3. Reasonable Accommodation During Certification and Recertification

a) Face-to-face Appointments

The client who is mobile and able to travel shall be requested to meet at the agency in order to conduct the recertification appointment.

b) Homebound Clients

The client who is homebound shall be scheduled for an in-home recertification appointment.

i) Definition of a Homebound Client

The client is defined as homebound if there is a physical and/or mental incapacity which prevents the client from reporting to the agency for an appointment to apply for or maintain assistance. Homebound status may be temporary or permanent. Lack of personal transportation is not cause for in-home recertification. Homebound status shall be confirmed by a medical provider, home care, or homemaking agency, at the professional judgment of the HOPWA provider, which shall be documented in the Housing Specialist's case notes. If the client contacts the HOPWA provider to reschedule the appointment due to an illness, temporary or permanent, medical confirmation is not needed.

IX. B.

STEP-BY-STEP CERTIFICATION PROCESS

During the certification appointment(s), the housing specialist will conduct income verification, update program records regarding composition of the client's household, assist the client in conducting a housing search, if applicable, and securing required paperwork of the landlord. The housing specialist will also review the terms of the new lease (prior to client execution) and determine the client's share of the rent or make adjustment to the client's current share of rent. The Housing Specialist will review the status of the housing inspection process with the client if still underway. The housing specialist will go over the program rules and grievance procedures and secure a newly signed Client Agreement. Finally, the Housing Specialist will secure a newly signed Consent to Release and Exchange Information from the client and ask the client to complete a Case Management Service Verification form.

A. Conduct Income Verification and Secure Client's Commitment to Program

1. Determine whether the client has the ability to read and whether the client requires translation assistance. If translation assistance is provided, ask the client to sign the Client Affidavit: Understanding of Translated Information, *Form H42*).
2. Verify the applicant's current household composition and secure the client's declaration of household status as a family, roommates, and/or residing with a live-in aide. If an applicant from the waitlist, request that the applicant re-verify the household composition and other information provided in the application for assistance (*Form H16*). If any information contained in the application has changed since the time of the open application period, request that the client complete a new

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Form H16 and attach the new form to the original application. If an existing client, request that the client complete a Re-Certification Application to both secure a new declaration of household composition and update emergency contact information on file (**Form H19**).

Note: If the applicant or client is declaring a live-in aide, such aide must be approved by the City of Miami per **Chapter III**.

3. Verify annual income and legal status of the client and all members of the client's household to determine the total annual household income and continuing program eligibility. Income and legal status verification and file documentation must be conducted in accordance with provisions set forth in **Chapter VI and Appendix B**.

If documentation is missing, the housing specialist should give the client fifteen (15) days in which to deliver the documentation. If a follow-up appointment is necessary, it should be scheduled at that time.

4. Complete the household members and income portion of the Income, Assets, Housing Search and Allowable Assistance Worksheet (**Form H21 in excel**).
5. Complete the Agency Certification of Client Eligibility Verification (**Form H41**).
6. Review the client's rights and responsibilities contained in the Client Rights and Responsibilities Handbook (**Form H18**) and ask the client to sign the Client Affidavit of Understanding and Agreement to Comply with the Terms and Conditions of HOPWA Assistance (**last page of Form H18**).
7. Ask the client to sign a Consent to Release and Exchange Information (**Form H43**).
8. Go over client's monthly household budgeting to ensure continuing self-sufficiency.
9. Request that the client secure a Case Management Services Verification form (**Form H44**) signed by his or her case manager.
10. Upon receipt of a signed Case Management Services Verification form, send the client's case manager a thank you letter, which includes a request for cooperation and a copy of the client's latest case management plan and service history (**Form H44**). Enclose a copy of the Consent to Release and Exchange Information and a copy of the latest HOPWA Housing Stability Assessment and Plan, if any.

FORMS AND RECORDS:

- Client Application or Re-certification Application Form (**Form H16 or H19**)
- HOPWA Client Medical Eligibility Form (**Form H40**)
- Client Affidavit of Understanding Translated Information (if applicable) (**Form H42**).

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- Consent to Release Social Security Information/Records (*Form H47*)
- Confidential Employment Inquiry (*Form H50*)
- Income Verification and Rent Calculation Worksheet (*Form H21*)
- Third Party verifications of income, assets and expenses.
- If applicable:
 - Client Affidavit of No Income (*Form H49*);
 - Client Affidavit of Non-Employment (*Form H48*); and/or
 - Third Party Contribution Form (*Form H51*).
- Agency Certification of Client Eligibility Verification (*Form H41*).
- Client Affidavit of Understanding and Agreement to Terms and Conditions of HOPWA Assistance (last page of Client Rights and Responsibilities Handbook and Affidavit - *Form H18*)
- Consent to Release and Exchange Information (*Form H43*)
- Case Management Verification Form (*Form H44*)
- Case Manager Thank You Letter and Request for Cooperation (*Form H80*)
- Budget Section of LTRA Quarterly Housing Stability Assessment and Planning Tool (*Form H32*).
- Record any additional verbal correspondence with the client in the case notes.
- Keep any written correspondence with the client in the client file.

B.1 Secure Landlord Documents - Waitlist Client Intending to Remain in Current Unit
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1. If a new client coming from the waitlist intends to remain where currently housed, review the HOPWA occupancy and rent standards (*Chapter VII*) to determine if the unit would be suitable for LTRA assistance based on the household's current composition and the unit's asking rent.
2. If the applicant's current unit appears suitable on paper and the applicant wishes to remain in the unit, explain the contents of the Landlord Participation Agreement to the client and ask the client to sign a Radon Notice, a copy of which shall be provided to the client and the original maintained in the client's file (*Form H28*).
3. Send the applicant's landlord: (a) Landlord Participation Agreement (*Form H23*); (b) an IRS W-9; (c) Lead Paint Disclosure Notice (*Form H27*); and (d) Certification of Occupancy Readiness (*Form H72*), with a request that the landlord complete the enclosed documents where required, sign the documents and return them to the Housing Specialist, along with a copy of the unexecuted lease.
4. Follow-up with a phone call five (5) days from the date the forms were mailed to the landlord. The Housing Specialist can accept an offer from the client to retrieve the documents from the landlord.
5. If difficulty arises in securing documents required of the landlord, send the landlord a Notice of Missing Documents (*Form H62*).

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6. Upon return of the above landlord-related documents, review the lease terms pursuant to *Chapter VIII* and complete the Housing Assistance portion of the Income Verification and Rent Calculation Worksheet (*Form H21*).
7. The client may not pay more than thirty percent (30%) of his or her monthly adjusted household income towards the monthly rent amount. The Housing Search Guidelines should list the maximum amount of asking rent under this scenario.
8. If rent and lease terms are acceptable, request a Move-In Inspection (*Form H25*).
9. Once the unit passes inspection, prepare a Lease Addendum (*Form H26*) and submit a Certification Package to the City of Miami pursuant to Section C below.

B.2 Secure Landlord Documents - Existing Client Intending to Remain in Current Unit
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1. If an existing client intends to remain in their current unit, review the Landlord Participation Agreement (*Form H23*) with the client and provide the client with a Radon Notice (*Form H28*).
2. Confirm verbally with the landlord that the asking rent will conform with fair market rent limits. Send a Landlord's Program Participation Agreement (*Form H23*), Lease Addendum (*Form H26*) and IRS Form W-9 with a request that the landlord complete the enclosed documents where required, sign the documents and return them to the Housing Specialist, along with a copy of the lease executed by both the landlord and client. Outstanding inspection issues should be noted in the correspondence as well as a reminder of the City's rent abatement policy.
3. Follow-up with a phone call five (5) days from the date the forms were mailed to the landlord. The Housing Specialist can accept an offer from the client to retrieve the documents from the landlord.
4. If difficulty in securing landlord documents arises, send the landlord a notice of missing documents (*Form H62*).
5. Upon return of the above landlord-related documents, complete the Housing Assistance portion of the Income Verification and Rent Calculation Worksheet (*Form H21*).
 - a. The client may not pay more than thirty percent (30%) of his or her monthly adjusted household income towards the monthly rent amount. The Housing Search Guidelines should list the maximum amount of asking rent under this scenario.

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6. Upon receipt of the executed lease, Lease Addendum, Landlord Participation Agreement and IRS Form I-9, prepare and submit a Re-Certification Package to the City of Miami pursuant to Section C below.

B.3 Housing Search – Requests To Move At Time of Initial Program Eligibility Certification or Recertification

1. Specifically remind the client that he or she may not move into a unit nor sign any lease until the client has received written authorization to move in from the City of Miami. Also remind the client that he or she must find a suitable housing unit and receive move-in authorization within sixty days and the limited circumstances in which an extension may be granted.
2. Review the Move-In Procedures as found in *Chapter VII, Section B* and provide the client with the following material, reviewing each one with the client:
 - a) Summary of Move-in Procedures (*Form H22*)
 - b) Certification of Occupancy Readiness (HQS Checklist) (*Form H72*)
 - a) Two sets of the Landlord Participation Agreement (*Form H23*), *IRS W-9* and Lead Paint Disclosure Form (*Form H27*)
3. The Housing Specialist then shall review the Radon Gas Notice (*Form H28*) with the client and ask the client to sign the Notice, a copy of which shall be provided to the client and the original maintained in the client's file.
4. The Housing Specialist shall end the appointment by reminding the client to ask for the Housing Specialist's help at any time during the search.
5. Once the client locates a housing unit and returns the required landlord documents, including an unexecuted lease, review the lease terms pursuant to *Chapter VIII* and complete the Housing Assistance portion of the Income Verification and Rent Calculation Worksheet (*Form H21*).
 - a. The client may not pay more than thirty percent (30%) of his or her monthly adjusted household income towards the monthly rent amount. The Housing Search Guidelines should list the maximum amount of asking rent under this scenario.
6. If the unit size, asking rent and the unexecuted Lease are acceptable, the Housing Specialist shall then submit a request for inspection on behalf of the client (*Form H25*).
 - a) Landlords are afforded thirty days to make repairs if a unit fails the first inspection. If the unit does not pass inspection within the first forty-five (45) days of the housing search period, the Housing Specialist must submit a Request to Extend the Housing Search Period to the City of Miami for

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approval. If the unit fails to pass inspection upon the second inspection, the client must be instructed to look for a new housing unit. Please note that a second Extension Request may have to be submitted to the City of Miami for approval.

7. Once the unit passes inspection, prepare a Lease Addendum (*Form H26*) and submit a Certification Package to the City of Miami pursuant to Section C below.

LANDLORD-RELATED FORMS AND RECORDS

- If Housing Search: Summary of Move-in Procedures (*Form H22*) and Certification of Occupancy Readiness (HQS Checklist) (*Form H72*)
- Landlord Program Participation Agreement (*Form H23*)
- *IRS Form W-9* Note: Prior to submitting this form to the City of Miami, the Housing Specialist must print the client number, the name of the person signing the W-9 as landlord or its authorized representative, along with that person's telephone and fax number.
- Lease Addendum (*Form H26*).
- Passing Inspection Notice.
- Unexecuted Lease.
- Lead Paint Disclosure Notice (*Form H27*).
- Radon Notice (*Form H28*).
- Income Verification and Rent Calculation Worksheet (*Form H21*).
- Waiver and Acknowledgment of Rent in Excess of U.S. HUD Definition of Affordability (*Form H29*).
- Request for Inspection (*Form H25*).
- Notice of missing documents (*Form H62*).
- Record any verbal correspondence with landlord in case notes.
- Copies of all written correspondence with landlord.

C. Submission and Approval of Certification or Re-Certification and Move-In Authorization

1. Preparation of Package

- a) Upon receipt of passing inspection and completion of a client certification or recertification, prepare the (Re)Certification Package utilizing form(s) provided by the City of Miami HOPWA Program's MIS and Finance Divisions and including all documents set forth on the Certification Checklist (*Form H17*) or Re-Certification Checklist (*Form H20*). The applicable checklist must be submitted as the cover sheet to the package.
- b) The package must report the date that the certification or recertification process was completed by the Housing Specialist, the client's annual income

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and household composition, unit to be assisted and HOPWA and client's share of the rent payment. The client file and Certification or Recertification Package must be checked against the applicable Checklist to ensure that the Package is complete.

- c) If any change to: (a) the client's share of rent and, thus, the program's share due to a change in household income or (b) landlord payee information (i.e. change in mailing address or authorized third party payee) is to be made, a Financial Action Request on **Form H69** must be submitted in accordance with **Chapter X**.
- d) To facilitate processing at the City of Miami, Certification or Recertification Packages that include a request for move-in authorization must be submitted in a separate envelope, clearly marked "Move-In Authorization Requested."

2. *Submission of Package*

- a) All agencies must submit their Client Certification/Re-Certification Packages by either hand delivering them to the 2nd Floor Receptionist Desk at the City of Miami or mailing them to 444 SW 2nd Avenue, 2nd Floor, Miami, FL 33130.
- b) The packages will be date and time stamped and will be assigned to a Client Support Services Aide for review and processing.

3. *Review and Approval of Package*

- a) Within five (5) business days, agencies will be informed via email of the package's approval. A copy of the Certification or Recertification Checklist (**Form H17** or **H20**, respectively) and the Move-In Authorization (**Form H31**) signed-off by the City of Miami will be sent via facsimile to the agency.
- b) Within these five (5) business days, the agencies also will be informed if the package is rejected for error. The Client Support Services Aide will stop processing the package once the first error is found. The agency will be informed via email of the missing or erroneous documentation found in the package and be advised to pick up the package from the City for correction. **Each time a package is rejected and returned to the agency due to missing or erroneous documentation, the agency will lose points on its Monthly Performance Report, if applicable.**
- c) If a Certification/Recertification Package is returned to the agency due to error, the agency must correct and re-submit the Package within five (5) business days. **If the agency fails to re-submit the package within this time period, the agency will also be penalized on the Monthly Performance Report, if applicable.**

4. Client and Landlord Execution of Lease Documents in the Case of a Move-In

- a)** In the case of new certification or a recertification with a Move-In, upon the City's approval of the (Re)certification Package and issuance of Move-In Authorization, the Housing Specialist must ask the client to sign Lease and Lease Addendum and instruct the client to secure the landlord's signature on these two documents and return copies or the originals to the Housing Specialist.
- b)** In accordance with *Chapter X*, **no later than ten (10) days** of the client taking physical possession of the City of Miami-approved rental unit, the Housing Specialist must submit by facsimile:

 - i)** a FAR (*Form H69*) with **Section B** completed as follows: the landlord's name and the effective date (i.e. the date the client has physically taken possession of the housing unit);
 - ii)** a signed lease and lease addendum for the new unit (signed by both the landlord and client); and
 - iii)** If the client has moved out of a previously-LTRA assisted unit, a completed Exit Inspection Report (*Form H67*) must be attached to the request to initiate payments to the new landlord. **In the event that such Exit Inspection Report is not attached, the City will withhold funds from payments owed for services rendered by the agency in an amount equal to the deposit paid to the prior landlord, whether paid by the client or, if applicable, by the HOPWA Program.**
 - iv)** **Failure to submit the above documentation by the required deadline will result in the City denying payment for one month of services rendered to the client.**
- c)** The Housing Specialist must also: (i) make a copy of the Lease, Lease Addendum and, if applicable, Move-In Authorization for the client; and (ii) a copy of the Lease and Lease Addendum for the client file.

FORMS:

Certification Checklist (*Form H17*) or Recertification Checklist (*Form H20*).

Chapter X

Initiating, Stopping and Adjusting Landlord Payments under the LTRA Program

X.A. IN GENERAL

1. Responsibility for Initiating or Stopping Payments

Housing Specialists are responsible for notifying the City of Miami that it is to initiate, stop or adjust landlord payments (also referred to as a “Financial Action Request” or “FAR”), except in the case of abatements. Failure to submit timely financial action requests, utilizing *Form H69*, in accordance with this chapter will result in adverse monetary consequences for the Housing Specialist’s agency. The City of Miami’s MIS Unit is responsible for initiating stop payments in the case of abatements.

2. Mandatory Use of Form H69 – Requests for Financial Action

The City of Miami will not recognize any request to initiate, stop or adjust landlord payments unless such request is submitted to the Housing Specialist’s Client Support Services Aide at the City of Miami on a properly completed HOPWA Financial Action Request Form (*Form H69, also referred to as a “FAR”*).

X.B. START PAYMENTS: CLIENT MOVE-IN

1. No client may move into a new unit without a prior written Move-In Authorization issued by the City of Miami. **Note:** Move-In Authorization requests require five business days to process.
2. **No later than ten (10) days** of the client taking physical possession of the City of Miami-approved rental unit, the Housing Specialist must submit by facsimile:

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- a)* a FAR (*Form H69*) with **Section B** completed as follows: the landlord's name and the effective date (i.e. the date the client has physically taken possession of the housing unit);
 - b)* Signed lease and lease addendum for the new unit (signed by both the landlord and client); and
 - c)* If the client has moved out of a previously-LTRA assisted unit, a completed Exit Inspection Report (*Form H67*) must be attached to the request to initiate payments to the new landlord. **In the event that such Exit Inspection Report is not attached, the City will withhold funds from payments owed for services rendered by the agency in an amount equal to the deposit paid to the prior landlord, whether paid by the client or, if applicable, HOPWA Program.**
3. **Failure to submit the FAR with the required documentation by the deadline set forth in Section B.2. above will result in a disallowance of \$100 per instance.**
4. If the client takes physical occupancy of the unit after the first of the month, the rental payment will be prorated based on the date of occupancy. Under such circumstances, the City of Miami Finance Department will automatically compute the prorated portion of the client's first month rent.

X.C. STOP PAYMENTS: CLIENT MOVE-OUT

1. **Prior** to a client moving out of a LTRA-assisted unit, the Housing Specialist must:
 - a)* Fill out **Section A** of a FAR (*Form H69*) with the landlord's name, **the effective date (i.e. the date upon which the unit will become vacant)**, and that the client is vacating the unit and attach a copy of the client's thirty-day notice to the landlord (or longer if the lease requires more than thirty days notice by the client)
 - b)* Submit by facsimile the completed FAR and client's thirty day notice **no later** than the **10th of the month** (or next business day if the 10th falls on a Saturday or Sunday) **prior to the intended move date** and **no earlier** than the **15th of the second month prior to the intended move date** (i.e. client intends to move into new unit on January 1, Form H69 must be submitted no earlier than November 15th and no later than December 10th prior to the move).
2. If a FAR (*Form H69*) requesting a stop payment is not submitted by the due date of the 10th of the month (or next business day if the 10th falls on a Saturday or Sunday) prior to the move, **the City will withhold funds from payments owed to the LTRA agency for services rendered in an amount equal to the monthly rent erroneously paid to the prior landlord.** If the landlord returns the erroneous rent

payment to the City of Miami within thirty (30) days of the check's issuance, funds withheld from the LTA agency will be included in the next City of Miami payment to the LTRA agency for services rendered.

3. Immediately upon learning that the client does not intend to, or does not, move out of the current unit, the Housing Specialist must immediately submit a FAR (*Form H69*) to the Client Support Service Aide, requesting that the stop payment be removed and to continue payment to the existing landlord. Such failure to move should rarely occur and should be the result of extenuating circumstances. The Housing Specialist must clearly explain in the Comment Section of the FAR the reason(s) for the client's failure to move and a description of the client's intent to move to the new unit. The Housing Specialist must work with the City of Miami to determine what the City and client's obligations are under lease and landlord agreements with the new and old landlords and if the client shall be deemed to have committed a program violation and/or owe funds either to the City of Miami or a landlord.

X.D. STOP PAYMENTS: ABANDONMENT OF UNIT OR TERMINATION FOR PROGRAM VIOLATION, DEATH OR VOLUNTARY PROGRAM WITHDRAWAL

1. In the event that a client abandons a unit or the client's case is formerly terminated by the City of Miami due to program violation, death or voluntary withdrawal from the program, the Housing Specialist must:
 - a) Immediately e-mail a FAR (*Form H69*) with **Section A** completed as follows: the landlord's name, **the effective date (i.e. the date the stop payment is to take place)**, and the reason for the stop payment.
 - b) Request in writing that the landlord return the deposit, if applicable, or any rent overpayments to the City of Miami within thirty (30) days in the amount reported by the Client Support Service Aide to the Housing Specialist. A copy of the request to return funds must be sent to the Client Support Service Aide.

Note: Agencies may not request holds on rent payments due to program violations. Rent assistance may only be terminated by the City of Miami in accordance with termination procedures set forth in this Manual.

X.E. CHANGE IN PAYMENTS: SALE OF PROPERTY OR OTHER PAYEE CHANGES

1. *Sale of Property*

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In the event that a property is sold to another party, the Housing Specialist must submit the following by facsimile immediately after being informed of the sale:

- a) a FAR (*Form H69*) with **Section A** completed as follows: the landlord's name, **the effective date (i.e. the date of the sale)**;
- b) an *IRS W-9* completed and signed by the new property owner, or by the current landlord if an address change. The Housing Specialist must print the following onto the signed W-9: the client number, the name of the person signing the W-9 as landlord or its authorized representative and that person's telephone and fax number;
- c) a copy of the final HUD-1 Settlement Statement or a copy of the property deed executed by both parties, transferring title from the previous landlord to the new landlord; and
- d) a Landlord Participation Agreement (*Form H23*) signed by the new landlord.

2. *Change in Landlord's Mailing Address*

In the event that the landlord's mailing address changes, or will change, the Housing Specialist must submit by facsimile the following immediately after being informed of the change:

- a) a FAR (*Form H69*) with **Section A** completed as follows: with the landlord's name, **the effective date (i.e. the date upon which payments are to be delivered to the new address)**; and
- b) a new *IRS W-9* completed and signed by the current landlord, indicating that the mailing address has changed. The Housing Specialist must print the following onto the signed W-9: the client number, the name of the person signing the W-9 as landlord or its authorized representative and that person's telephone and fax number.

3. *Change in Landlord's Third Party Payee*

In the event that the landlord requests that rent payments be made to a property management company or other third party on his or her behalf, the Housing Specialist must submit by facsimile the following immediately after being informed of the change:

- a) a FAR (*Form H69*) with **Section A** completed as follows: with the landlord's name, **the effective date (i.e. the date upon which landlord payments are to be made to the third party)**;
- b) a letter signed by the property owner authorizing the City of Miami to make payments directly to the third party, who must be named in the letter; and

- c) a new *IRS W-9* completed and signed by the third party. The Housing Specialist must print the following onto the signed W-9: the client number, the name of the person signing the W-9 as landlord or its authorized representative and that person's telephone and fax number.

X.F. ADJUSTMENTS OF CLIENT AND PROGRAM SHARE OF RENT

1. *Interim Re-certifications:*

In the event that an interim re-certification results in an adjustment to the client's share of the rent due to a change in household income and, thus, the program's share, the Housing Specialist must complete the applicable sections of **Section B** of a **FAR (Form H69)** and submit it along with required back-up documentation, including the client's Income Worksheet (**Form H21**) and third party income verification, to the Client Support Services Aide by facsimile. Such adjustment shall become effective the first of the month following the approval of the City of Miami.

2. *New Lease Addendum Required*

Upon the City of Miami's approval of the adjustment, the Housing Specialist must immediately inform the landlord in writing, forwarding a new lease addendum for the landlord's signature, reflecting the new rent portions required of the client and HOPWA Program. The Housing Specialist must secure both the landlord and client's signatures within ten (10) business days.

X.G. STOP PAYMENTS: ABATEMENT DUE TO FAILED HQS INSPECTION

1. *Stop Payment Generated Internally*

In the event that a rental unit must go into abatement pursuant to **Chapter VIII**, the City of Miami Housing Inspection Unit is responsible for forwarding the notice of failed inspection to the Client Support Services Aide immediately upon receipt of the notice from the Housing Inspector. The Client Support Services Aide will issue the Notice of Abatement in accordance with **Chapter XIII** and will place a hold on the landlord's payment internally.

X.H. LOST RENT OR UTILITY CHECKS

Per City of Miami policy, a stop payment and issuance of a new check will not take place until the City can verify that such check was not presented for payment, usually a thirty day period commencing from the date that the original check was issued by the City of Miami.

Chapter XI

Project-Based Capital, Rental and Operating Assistance

XI. A. PROJECT-BASED CAPITAL, RENTAL AND OPERATING ASSISTANCE IN GENERAL

1. *Types of Housing Assisted In General:*

In addition to long-term tenant-based rental housing assistance, local HOPWA funds are also directed towards project-based rental subsidy, operating assistance, tenant services, operating assistance for special need residential facilities and, when funds permit, capital funds for acquisition, rehabilitation and/or new construction (new construction limited to single-room occupancy dwellings or community residences). In all cases, assisted units are restricted to HOPWA Program-eligible tenants and tenants may pay no more than 30% of monthly-adjusted household income toward rent and utilities.

a) *Defining Project-Based Housing:*

- i)** In the case of ***HOPWA-funded rental subsidies***, project-based housing means that the program provides a subsidy towards the rent cost of the unit. Tenants are required to pay a portion of the rent (including utilities) based on their monthly income, not to exceed 30% of monthly adjusted household income. The rent subsidy stays with the assisted unit after a tenant vacates, or is evicted from, the unit, opposed to the LTRA which operates as a voucher program allowing the client to take their rent subsidy assistance with them to a new unit. Such units must be occupied by low income persons living with AIDS. Some projects may target households with incomes less than 80% of median income due to other capital funding source requirements.
- ii)** In the case of ***project-based operating support***, project-based housing refers to housing in which the cost of building operations is supported with HOPWA funds.

Operating support is only available as gap operating funding when an existing non-HOPWA rental subsidy award and/or tenant rental income are insufficient to fully fund operating costs. HOPWA will only award operating funds if such award is allowed under the

existing rental subsidy program's rules and regulations and the project sponsor has requested, but has not received, a rental subsidy increase (if applicable). Projects may target households with incomes less than 80% of median income. A designated number of units must be set-aside for occupancy solely by HOPWA Program-eligible tenants pursuant to the award terms set forth by the City of Miami.

- iii) In the case of *project-based tenant services support*, project-based housing refers to housing in which the cost of tenant services is supported with HOPWA funds. HOPWA funds may be awarded to cover tenant housing service costs that are not fully covered by other grant or contractual sources. HOPWA tenant services support must solely benefit HOPWA clients. Projects may target households with incomes less than 80% of median income. HOPWA does not fund residential mental health or substance abuse treatment programs. A designated number of units must be set-aside for occupancy solely by HOPWA Program-eligible tenants pursuant to the award terms set forth by the City of Miami.
- iv) In the case of *capital funded projects*, project-based housing refers to those units whose acquisition, rehabilitation and/or new construction was funded in whole or in part by HOPWA. Those assisted units are subject to a minimum period of use in which the units may only be occupied by a person who has AIDS and whose income is 80% or less of median income. Some projects may agree to a lower income target population at the time of capital funding. The minimum period of restricted use is ten years pursuant to local policy established by the City of Miami. These projects may or may not also receive additional project-based HOPWA support.

XI. B. WAITLIST PROCESS

1. Project-Based Housing Waitlist

Project sponsors are required to establish a waitlist for each HOPWA project-based building site in accordance with the procedures set forth herein. The City of Miami will not approve the occupancy of a prospective tenant if such household was not listed on the waitlist and determined to be next in line for a vacant unit as set forth below.

a. Establishing Maximum Number of Waitlisted Applicants:

Upon determining the need to open the waitlist, the project sponsor must determine the maximum number of applicants to be placed on the project site's waitlist ("waitlist slots"). The project sponsor shall base this number on projected number of vacancies that arise within a twenty-four month period multiplied by 1.50 potential tenants.

b. Application Period and Advertising

The project sponsor shall establish a waitlist application period of no less than thirty days with firm opening and closing dates.

c. Marketing the Open Application Period

The opening of the waitlist shall be marketed through the county-wide HIV/AIDS care network to reach persons with AIDS. In the event that any project-based unit is subject to additional eligibility criteria (not related to income) as a result of other non-HOPWA capital funding sources to develop the units for a special needs population (i.e. federal McKinney Program), the open application period shall also be marketed through that special need housing and/or service network. Project sponsors shall incorporate affirmative outreach and fair housing practices as required by federal regulations.

Marketing material shall not list the address of the project site to protect the confidentiality of current tenants, however, the marketing material may describe the general geographic location of the project site. The marketing material shall specify where the application may be picked up and where the completed application should be mailed. The application form itself shall specify the address of the project site.

d. Use of Random Lottery

The project sponsor must employ a random lottery system as described below to: (a) determine which applicants will be placed on the waitlist in the event that the project sponsor receives applications in excess of the maximum number to be placed on the waitlist and (b) assign waitlist number to applications to be included on the waitlist.

e. HOPWA Application Forms

Project sponsors must use the HOPWA Project-Based Housing Application Form (***Form H85***). At time of application, prospective tenants also must submit a Client Medical Eligibility Form (***Form H40***), completed and signed by their physician, certifying that the applicant has received an AIDS diagnosis. Said form shall be included in the application packet.

Applicants for project-based housing must be informed that rental subsidies attached to project-based units remain with the unit, not the applicant, in the event that the applicant later vacates, or is evicted from, a project-based unit. Such notices shall be prominently set forth in writing in the HOPWA Project-Based Waitlist Application.

f. Units Subject to Additional Eligibility Criteria – Special Need Populations

In the event that any project-based unit is subject to additional eligibility criteria (not related to income) as a result of other non-HOPWA capital funding sources to develop the units for a special needs population (i.e. federal McKinney Program) and such units would be subject to a centralized referral process managed by another local system of care specifically for the targeted special needs population as a result of these other capital funds, the project sponsor may rely upon that system’s referral process for placements into these units as long as such affirmative outreach and fair housing practices consistent with federal regulations are employed to fill those units. However, these units shall remain subject to inspection by the City of Miami HOPWA Program to ensure that the units are occupied by low income persons living with AIDS and that the unit complies with the HOPWA housing standards. The project sponsor must provide the City of Miami HOPWA Program with a copy of the local system of care’s waitlist protocol and any waitlist generated specifically for the project site in electronic format and hard copy.

If such system does not employ a centralized referral system (i.e. centralized waitlists), the project sponsor must employ the waitlist procedure herein, adding the additional eligibility criteria as may be required.

2. *City of Miami Notification*

No later than thirty (30) days prior to opening the waitlist application period, the project sponsor shall provide written notification to the City of Miami HOPWA Program of the following:

- a.* Dates of the open application period;
- b.* The maximum number of applicants to be placed on the waitlist (“waitlist slots”);
- c.* The date upon which the final waitlist will be created; and
- d.* The staff person assigned to manage the waitlist process and their contact information.

3. *Waitlist Procedures*

a. Application Screening for Compliance with Application Instructions:

Applicants must submit applications by mail. The project sponsor must screen applications for compliance with application instructions. Applications to be treated as compliant with the application instructions are those that are (a) postmarked on or before the submittal deadline established by the project sponsor and (b) submitted with the required certification of AIDS diagnosis.

b. *Reject Applications for Non-Compliance*

The project sponsor will generate a list of the applications which did not comply with application instructions (“Rejection List”). The list must contain the applicant’s name, address, social security numbers, telephone number, emergency contact information and reason for rejection of the application for non-compliance. Non-compliant applicants must be promptly informed in writing of their application’s rejection and the basis for the rejection. A copy of the Rejection List (in electronic and hard form) and rejection letters must be submitted to the City of Miami HOPWA Program.

c. *Create Lottery Pool List*

The project sponsor will input primary data from compliant applications into Excel (“Pool List”). Primary data is defined as name, address, social security number, telephone number, date of application, certification of AIDS diagnosis, annual household income reported and emergency contact information. Upon final entry, the project sponsor must submit hard and electronic copies of the Pool List to the City of Miami HOPWA Program.

d. *Randomly Select Applicants for Waitlist*

Of those applications entered into the Excel database, the project sponsor will randomly order the applicants and assign the applications a number resulting from the random ordering, utilizing the Excel software random order function. A staff member of the City of Miami HOPWA Program must witness this step in the waitlist procedure. Following the random ordering, an electronic copy of the Excel Pool List shall be provided to the City of Miami HOPWA Program staff person in attendance.

e. *Create Final Waitlist and Provide Notice to Waitlisted Applicants*

i) Create a final waiting list of those applications having randomly been assigned a number equal to or less than the maximum number established earlier for applicants to be placed on the final waitlist. The order of the waiting list will be lowest number to highest (i.e. the application randomly assigned the number 1 will be the first application on the waitlist to be called for a unit vacancy).

ii) The project sponsor shall record the numerical waitlist position assigned by the computer on the waitlisted applications. Racial and ethnic demographics of applicants placed on the waitlist must be added to the data contained in the Excel waiting list, as well as current living situation.

ii) The project sponsor must promptly send a letter to each waitlisted applicant informing the applicant of their placement on the waitlist. Copies of the final Waitlist (in hard and electronic form) and waitlisted applicant letters must be submitted to the City of Miami HOPWA Program.

f. Create List and Provide Notice to Non-Waitlisted Applicants

The project sponsor will create a list of applicants who were not placed on the waitlist due to random assignment. The project sponsor shall promptly provide non-waitlisted applicants with written notice that they were not selected via random lottery for placement on the waitlist. Copies of the list of applicants who were not randomly selected for placement on the Waitlist (in hard and electronic form) and non-waitlisted applicant letters must be submitted to the City of Miami HOPWA Program.

4. *Filling Vacancies and City of Miami Pre-Approval of Move-In*

a. Filling Vacancies from Waitlist

Upon a unit vacancy or pending vacancy, the project sponsor must offer the unit to the applicant at the top of the waitlist, subject to City of Miami final approval of occupancy (see below). The project sponsor shall first determine if the applicant household size is appropriate for the unit bedroom size (household size may have changed between the time of waitlisting and opportunity to take occupancy). If the unit size is appropriate, the project sponsor must make an eligibility determination in accordance with **Chapters III and VI** (see below).

A waitlisted applicant may not be removed from the waitlist if the unit available for occupancy is not appropriate for the size of the applicant's household. In such event, the applicant shall maintain their position on the waitlist and the next applicant on the list shall be offered the vacant unit if appropriate in bedroom size and otherwise eligible.

b. City of Miami Approval of Move-in Required

Prior to an applicant taking occupancy, the City of Miami must approve their move-in. The project sponsor must submit a copy of the applicant's certification package along with a list of waitlisted applicants rejected as tenants and the basis for the rejection or, if skipped on the waitlist, the household number of the skipped applicant. All certification packages must be submitted to the City of Miami as outlined in the Step-by-Step Certification Process found in Chapter IX Part B of the City of Miami HOPWA Program Policies & Procedures Manual

5. *Removal of Names from Project-Based Waitlist*

In the event that a project sponsor removes an applicant from the waitlist for any of the reasons listed below, the project sponsor must provide notice to the City of Miami HOPWA Program with an explanation for the removal and an updated hard and electronic copy of the waitlist. An applicant's name may only be removed from a project sponsor's waitlist for the following reasons:

- a.* The applicant fails to respond to two written notices for an eligibility appointment;
- b.* The applicant does not respond to the project-sponsor or a City of Miami HOPWA Program written request for information within fifteen (15) business days of the request;
- c.* The applicant is offered and rejects two project site units at the time that the offer is made;
- d.* The applicant requests in writing that his or her name be removed from the waiting list;
- e.* The applicant was clearly advised in writing of a requirement to notify the project sponsor or the City of Miami HOPWA Program of continued interest by a particular time and failed to do;
- f.* Mail sent to the applicant's address is returned as undeliverable;
- g.* The project sponsor or the City of Miami HOPWA Program has notified the applicant in writing of its intention to remove the applicant's name because of ineligibility.
- h.* Commission of fraud, bribery or any other corrupt or criminal acts in connection with any federal housing program. Such acts include failure by false statement, misrepresentation, impersonation, or other fraudulent means to disclose a material fact used in making a determination as to the client's eligibility for housing assistance.

XI. C.

CLIENT ELIGIBILITY AND ANNUAL RECERTIFICATION

1. Client Eligibility Criteria and Verification

All occupants of project-based rental units must meet the HOPWA Program eligibility criteria set forth in *Chapter III* of this Manual. Upon referral by the City of Miami HOPWA Program, project sponsors are responsible for screening applicants for eligibility, including verification of the applicants' household income and legal status as set forth in *Chapter VI* and *Appendix B* of this Manual. Documentation of income and legal status verification and eligibility determination shall be submitted and approved by the City of Miami prior to the applicant moving into a unit. Such documentation also shall be maintained in the tenant's rental file and shall be made available for inspection by the City of Miami HOPWA Program at any time.

a) Annual Recertification for Permanent Housing Programs

The income and legal status eligibility of those residing in long-term project-based HOPWA-supported housing must be re-certified on annual basis, within twelve months of the last income eligibility determination.

XI. D. LEASE AND LEASE ADDENDUM

1. Lease Required

The client and project sponsor must enter into and execute a written lease and HOPWA Program Lease Addendum (Form H82 for project-based capital, operating and tenant service assistance) for the rental unit.

a) Term of Lease

The lease term must be for twelve months, except that the City of Miami may approve a shorter term under extenuating circumstances to improve housing opportunities for the client.

b) Single Lease Agreement and HOPWA Project-Based Lease Addendum

At all times, there shall be only one lease agreement and HOPWA Program Lease Addendum between the project sponsor and client, reviewed and approved by the City of Miami. The project sponsor must only use the HOPWA Program's Lease Addendum. The existence of a second lease document or lease addendum with terms contrary, or in addition to, the approved lease documents, will be treated as evidence of an effort to violate program rules.

XI. E. PROJECT-BASED UNIT AND FACILITIES INSPECTIONS

1. Housing Quality Standards

All project-based housing units are subject to the housing quality standards set forth in *Chapter XIII* of this Manual.

2. Initiation of Inspection

New project sponsors shall request a housing inspection of their project-based rental units or residential facility sufficiently in advance to ensure that such units or facilities pass inspection prior to commencement of the rental or operating assistance contract term or scheduled commencement for occupancy in the case of capital projects. No HOPWA project-based rental or operating assistance will be made by the City of Miami until such units pass HQS inspection. Requests for inspection shall be directed to the City of Miami Department of Community Development.

3. *Annual Inspection*

Thereafter, housing inspections shall take place within twelve months of the last inspection. The City of Miami Housing Inspection Unit shall be responsible for initiating these inspections. Contract officers and project sponsors are responsible for ensuring that such inspections take place prior to contract renewal or during the restrictive use period (in the case of capital-funded projects without on-going support). The City of Miami will place HOPWA assistance into abatement until such units pass an annual HQS inspection.

4. *Periodic “Good Neighbor” Inspections*

A property supported by HOPWA funds should be an asset to not only the program, but to its surrounding neighborhood. A City of Miami Housing Inspector may conduct a visual inspection of the property every three months to ensure that the project sponsor is maintaining both the exterior of the building(s) and landscaping at the project site. Failure to do so may lead to abatement of HOPWA assistance.

5. *Client Request for Complaint Inspections*

A client residing in a project-based unit may request a complaint inspection at any time through the City of Miami Housing Inspection Unit. Clients must be instructed not to move out of a unit due to the project sponsor’s failure to make repairs without first having a complaint inspection performed. If conditions reported by the client would pose a safety risk to the client and his/her household, an emergency inspection must be conducted.

XI. F. CLIENT EVICTIONS OR SERVICE TERMINATIONS

1. *Housing Subject to Florida Landlord-Tenant Law*

The Florida Residential Landlord and Tenant Act (“Act”) applies to all rental dwelling units which are supported by HOPWA. Exceptions can be found under the Act, but generally do not apply to the types of housing supported by HOPWA.

2. *Project Sponsor as Landlord*

Project sponsors, and their property managers, shall be subject to the same landlord responsibilities set forth in **Chapter IV** of this Manual, unless inapplicable (i.e. the project does not receive rental subsidies). Such responsibilities shall be incorporated into project sponsor grant agreements or capital loan agreements. (Note: The term “Housing Specialists” as employed in **Chapter IV, Section C** shall be substituted with the term “City of Miami HOPWA Program”).

a) ***Tenant Evictions:***

Evictions of clients shall comply with the Act, however, the project sponsor, or property manager, shall inform the City of Miami HOPWA Program in advance of any concerns regarding tenants' inability, or difficulty with, making timely rent payments and/or maintaining the premises prior to taking any legal action to evict.

2. ***Housing Projects Funded by Other Federal Programs:***

Project sponsors, or property managers, must also comply with any notice and eviction procedures required under federal regulation governing housing assistance that the project site may receive under other federal housing programs.

4. ***All Other Residential Programs***

Any residential program receiving HOPWA funds which is not subject to the Act must submit a copy of their termination and grievance procedures to the City of Miami HOPWA Program. Such policies and procedures shall be incorporated into the project sponsors' HOPWA grant agreements by reference. After exhausting the grievance process at the project sponsor's level, clients may request a grievance hearing with the City of Miami, as set forth in ***Chapter XVII*** of this Manual.

XI. G. CLIENT RECORDS AND REPORTING REQUIREMENTS

1. ***Client Records and Reporting***

Project sponsors of project-based housing programs shall be subject to the client records and reporting requirements set forth in ***Chapter XVIII*** of this Manual.

2. ***Contract Monitoring and Loan Compliance***

Project sponsors shall be subject to contract monitoring requirements established by the City of Miami. Project sponsors who are party to capital loan agreements shall also be subject to loan compliance measures established by the City of Miami and/or the City of Miami Housing Loan Committee.

Chapter XII

Client Housing Stability

Assessment and Planning

XII.A. GOALS OF HOUSING STABILITY AND PLANNING

1. *HOPWA Program Objectives*

The objectives of the HOPWA Program are to ensure that clients: (a) maintain housing stability; (b) avoid homelessness; and (c) experience increased access to health care and HIV-related treatment. Federal regulations governing the HOPWA Program require HOPWA agencies to conduct on-going housing stability assessment and planning and ensure that clients receive adequate supportive services. 24 CFR 574.500(b)(2) and (3).

2. *Housing Stability and Avoidance of Homelessness*

a) *Avoiding Eviction:*

In order for HOPWA clients, as tenants, to maintain housing and avoid homelessness as a result of eviction, three behaviors are necessary:

- i)** Pay their portion of the rent on time every month;
- ii)** Maintain their home in a safe and sanitary condition and in the condition in which it was initially rented to them, except normal wear and tear pursuant to standards employed by the Housing Inspection Unit;
- iii)** Avoid behavior (their own or that of a household member or guest) that would disturb their neighbors' peaceful enjoyment of their own home (i.e. yelling, loud music or noise, violence, drug use, other illegal activity, damage to, or theft of, others' property, blocking or cluttering common areas or right-of-ways).

b) *Avoiding Program Termination:*

In order to maintain their housing assistance, clients must comply with HOPWA program rules (three of which are described above – see also

Chapter IV regarding Client Responsibilities). In general, clients must demonstrate a pattern of program violations prior to termination. Intervention efforts must be made as early as reasonably possible to assist the client in either avoiding or curing the violation or to modify their behavior so as to avoid future violation and termination.

It is important that Housing Specialists stress that moving from an assisted unit to another without authorization or simply abandoning the assisted unit is a Class I violation and will result in termination. Housing Specialists must proactively respond to early signs that a client may be thinking of moving before the lease term ends or that the client may just abandon their housing. The Housing Specialist should work with the client to resolve issues that may be motivating the client to leave for another housing solution or simply abandon housing (i.e. tension or conflict with the landlord, safety concerns, substance abuse or deteriorating mental health).

3. *Increased Access to Health Care and HIV-Related Treatment*

Clients provided long-term permanent housing assisted with HOPWA funds should experience increased access to health care and HIV-related treatment as a result of their own housing stability and increased coordination between HOPWA programming and the Ryan White system of care and treatment.

4. *Housing Stability Assessment and Planning for Survivorship Clients*

The objective of increased access to health care and HIV-related treatment does not apply to survivorship clients, who do not have an AIDS diagnosis, but do receive the benefits of HOPWA housing assistance for a grace period following the death of their family member who was a HOPWA client.

The survivorship client must continue to be provided housing stability assessment and planning services to assist their household in maintaining housing stability, thereby avoiding homelessness. Since the survivorship client will receive housing assistance only for a limited period, housing stability assessment and planning must focus on assisting the household to transition to program independence by the end of the grace period. In addition to housing stability concerns discussed herein for all clients, emphasis should be placed on measures intended to increase household income through referral to education, training and job placement opportunities that can be taken advantage of during the grace period, access to other affordable housing opportunities and, when appropriate, community-based services such as mental health and substance abuse treatment.

XII.B. ISSUES AND BARRIERS RELATING TO HOUSING STABILITY

1. *Exploring Issues and Barriers to Housing Stability*

Housing Specialists should be sensitive to, and be able to spot, issues that could lead to or are causing housing instability. Housing Specialists also serve as an early warning system for those caring for and treating the client and those concerned with HIV/AIDS drug regimen compliance. However, Housing Specialists should look to other professionals in the care and treatment system, including case managers, to perform in-depth psycho-social assessments, conduct mental health and substance abuse diagnosis, development of care and treatment plans related to the disease, mental health or substance abuse and provision of such care and treatment.

2. *Examples of Issues or Barriers*

Failure to make timely rent payments may be the result of limited income and financial resources, poor money management skills, deteriorating independent ability to keep up with bill paying tasks due to HIV-related health factors including fatigue and dementia or untreated or under-treated mental illness, or abuse of financial resources due to substance abuse substance abuse. These same factors could be impacting the client's ability to maintain their rental premises or causing criminal or disruptive behavior resulting in loss or damage to property and disturbance of neighbors. Domestic violence can also be at play in the household.

3. *Training and Additional Resources:*

Housing Specialists will be provided on-going training and professional networking opportunities to further develop their skills for (a) spotting issues that can lead to housing instability; (b) effectively responding to such issues at both pre-crisis and crisis stages; and (c) directing clients towards community-based resources.

XII.C. WHEN AND HOW OFTEN TO ASSESS AND PLAN FOR CLIENT'S HOUSING STABILITY

This Chapter pertains to clients receiving long-term tenant-based rental assistance. Staffed project-based housing programs are encouraged to also follow the assessment and planning practices set forth below.

1. *LTRA Clients*

Within the first thirty (30) days of LTRA assistance, the Housing Specialist shall conduct a housing stability assessment and assist the client in preparing a Housing Stability Plan, based on this assessment and review of the client's care plan prepared by the case management agency also serving the client. Thereafter, the Housing Specialist shall conduct this housing stability assessment on a quarterly basis during

the home visit with the LTRA client. At that time, the Housing Specialist shall also assist the client in updating their Housing Stability Plan.

XII.D. ASSESSMENT AND PLANNING PRACTICES FOR LTRA HOUSING SPECIALISTS

1. *Partnering Efforts with Client's Case Manager*

A strong working partnership with client's case manager is critical to effective housing stability assessment and planning for the client. The Housing Specialist is expected to re-assess the client's housing stability every three months (every quarter) and review of the most recent case management efforts, including service referrals, is critical to developing a full understanding of issues that may be causing risk to the client's ability to maintain their housing and the efforts being taken to assist the client in overcoming such issues through counseling, treatment or services. In addition, Ryan White and PAC Waiver case managers are most often the gatekeepers to services and care provided through the HIV/AIDS medical and support service delivery system. It is critical that service needs identified by the housing stability assessment are shared with case manager in order for the client to access such services.

2. *Avoiding Duplication and Communication Confusion*

In coordinating multiple delivery systems, there is always a risk that parties do not communicate often and effectively enough to avoid duplication in effort and confusion for the client resulting from conflicting client instructions or planning efforts. Clients also might take advantage of communication difficulties between those serving the client. The Housing Specialist and case manager should frequently discuss their respective roles in light of their own specific program objectives. The parties should establish practices that assist each to accomplish their own program objectives while creating a holistic support environment for the client. The Housing Specialist and case manager should also continually explore each other's strengths and particular knowledge base and expertise. Finally, the parties should stay alert to communication styles and practices of the other and proactively work towards strong, constructive communication practices that assist each other to perform their jobs effectively and to serve the client well and seamlessly as possible.

3. *Assessment and Planning Procedures*

Certain portions of the housing stability assessment depend upon information contained in the client's HOPWA case notes and the Ryan White or PAC Waiver care plan. The Housing Specialist should review those documents and incorporate that review into the assessment tool prior to the home visit so that the Housing Specialist is fully prepared to discuss issues identified as a result of the file review and to assist the client in identifying solutions. Following the home visit, copies of the Housing Stability Assessment and Plan Tool, signed by the client during the home

visit, should be sent to both the client and his or her case manager with a request for case management follow-up on the part of the case manager.

4. Documenting Referrals and Service Participation

Referrals and service participation should be documented in both the client's quarterly housing stability assessment and case notes.

XII.E. HOUSING STABILITY ASSESSMENT AND PLANNING TOOLS

1. Overview of the Assessment and Planning Tool for LTRA Clients

Effective use of the assessment and planning tool is dependent upon quality discussion with the client during the quarterly home visit, non-intrusive visual inspection of the home during the visit, and thorough review of the client's HOPWA case notes and the most recent care plan prepared by the case management agency serving the client. The LTRA Housing Stability Assessment tool (**Form H32** found in **Appendix A**) is composed of five parts as follows:

Part I: New Client and Change in Household Composition

- The Housing Specialist shall determine the new LTRA client's prior living situation prior to entering the program. The Housing Specialist shall gather additional information regarding household composition and history to assist in greater assessment of household need. Assessment also includes information regarding new client Ryan White or PAC Waiver service history and prior substance abuse and mental health history. Trust between a new client and the housing specialist may need to develop before a client feels comfortable revealing substance abuse or mental health history.

Part II: Client as Tenant and Program Participant

- The Housing Specialist shall review client's tenant and client behavior during the past quarter. Did the client pay his or her rent on time each month? **The Housing Specialist must examine rent receipts provided by the landlord.** Were there any landlord complaints regarding condition of the unit or disturbance to neighbors? Were there any other program violations? If so, was the tenant or client-based matter resolved and how? What steps are necessary to resolve open issue?

Part III: Benefits and Other Sources of Income

- Part A: The Housing Specialist shall review a new client's current benefits and whether the client should apply for benefits as part of their housing plan. Thereafter, the Housing Specialist shall review whether a client could be

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eligible for additional benefits, review continued receipt and/or review the status of pending applications.

- Part B: In the event of loss of income, the Housing Specialist and client should identify the reason for the loss and measures to be taken to reinstate the source of income.
- Part C: A new client shall be assisted in establishing a monthly household budget during development of the initial Housing Stability Plan. Thereafter, if the client experiences difficulty in paying his or her share of the rent or meeting other necessary household expenses, the client and Housing Specialist shall review adherence to the budget plan and revise the budget if necessary.
- Clients must be reminded that failure to pay their portion of the rent and utilities on a timely basis is a serious program violation. During quarterly housing stability assessment, Housing Specialists must (a) emphasize good budgeting practices so that rent is paid and utility allowances or credits are directed toward payment of utility bill(s) and (b) seek proof that such obligation(s) are being paid on time. If such obligation(s) are not being paid on time, the client should be assisted in developing and committing to a budget plan that will ensure timely payment of such obligations. This budgeting commitment shall be made part of the client's housing plan.
- Part D: Clients are encouraged, if able, to seek employment. Housing Specialists shall assess clients' efforts to do so.

Part IV: Access to HIV/AIDS Care & Support

- To ensure that the client maintains access to the HIV/AIDS care system and receives supportive services as needed to remain housing stable, the Housing Specialist must review the client's most current Ryan White or PAC Waiver care plan to determine if the client has maintained contact with his or her case manager and primary health care provider and has followed through on service referrals that resulted from assessment made either by the case manager's own care planning or by the Housing Specialist's request.

Part V: Home Visit Observations/Comments

- While conducting the home visit, the Housing Specialist should make a non-intrusive visual inspection of the home as well as of the client. Open and caring discussion with the client about their ability to address day-to-day life activities is critical. The Housing Specialist should observe the client's mental and physical condition, identifying any indicators that raise concern regarding the client's ability for self-care. The Housing Specialist should take note of client's complaints that medication is impacting their ability to keep up with housekeeping or making them fatigued or any other issues that is causing an

adverse effect on their day-to-day life activities. The Housing Specialist should also inquire about sufficient food in the home to determine whether the client should receive food assistance if not receiving such assistance.

The Housing Specialist should observe the client's housekeeping as well as any damage to the home that may have been caused by the client. The Housing Specialist should first consider whether there is a link between the reasons for the client's difficulty in managing day-to-day life activities with the condition of the home (including client damage to the unit). The Housing Specialist shall also look for any unit condition that requires repair by the landlord and, if so, the Housing Specialist must request an HQS inspection immediately upon return to the office.

The Housing Specialist shall record, in narrative form, his or her observations and/or comments based on his or her visual observations and discussions with the client. Proper service referral and housing stability planning, thus, enhanced housing stability, are dependent upon a thorough home visit and well-written observations.

Part VI: LTRA Client Housing Plan

- The client with the assistance of the Housing Specialist will identify actions or activities the client will undertake to ensure that he or she complies with both tenant and program obligations (i.e. actions designed to resolve conflict with landlord, improved household budgeting, continued participation in a needed service or agreement to seek further assistance from Ryan White Case Manager in accessing additional HIV/AIDS care resources). The Housing Specialist also will agree to assist the client in accessing necessary supportive services by making referrals to the client's Ryan White or PAC Waiver case manager.

XII.F.

PROTOCOL TO SECURE COOPERATION AND INFORMATION SHARING WITH CLIENT'S CASE MANAGER

The Housing Specialist shall utilize the following protocol to secure the cooperation of the client's case manager.

1. Initial Request for Cooperation and Care Plan

Upon receipt of a completed and signed Case Management Services Verification (upon initial Program intake and at annual re-certification), the Housing Specialist shall send a letter requesting coordination of services and information sharing (***Form H80***) to the client's case manager, with copy to the client. This letter specifically requests a copy of the client's most recent care plan and service history as well as the

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case manager's e-mail address. The letter promises that the Housing Specialist will send the case manager: (a) an e-mail reminder to provide updates to the client's care plan and service history prior to each of the quarterly HOPWA home visits and (b) copies of the client's quarterly housing stability assessments with Ryan White/PAC Waiver service referral requests following the home visit.

a. *Follow-Up If No Response*

In the event that there is no response to the initial request within ten business days, the Housing Specialist shall send a second request to the client's case manager utilizing **Form H81**. Copies of the letter must be sent to the client, the case manager's supervisor and the City of Miami. If there is still no response within five business days of the request, the Housing Specialist must notify the City of Miami by e-mail of his or her inability to secure cooperation from the client's case manager.

2. *Quarterly Reminder for Updated Care Plan and Service History*

Prior to conducting a quarterly home visit, the Housing Specialist shall send an e-mail reminder to the client's case manager requesting updates to the client's care plan and service history, if any.

a. *Follow-up If Care Plan on File is Older Than Six Months and No Update is Received.*

If no response is received, the Housing Specialist shall send a second e-mail request no later than ten business days of the initial request, copying both the case manager's supervisor and the City of Miami. If no response results from the second request within five (5) business days, the Housing Specialist must notify the City of Miami.

3. *Sharing Housing Stability Assessment and Requests for Service Referrals*

Upon completing each quarterly housing stability assessment, the Housing Specialist shall immediately forward a copy of the assessment and request for service referrals to the client's case manager. Within ten (10) business days, the Housing Specialist shall follow-up with the client and the case manager to determine whether the services needed are being, or will be, provided.

a. *Lack of Cooperation*

If the Housing Specialist experiences a lack of cooperation from the client's case manager and his or her supervisor, the Housing Specialist shall immediately seek the assistance of the City of Miami. The City of Miami will bring the matter to the attention of the state or local grant program responsible for administering the case management agency's contract for services.

Chapter XIII

Housing Quality Standards and Inspection

All housing units supported by HOPWA assistance (except those assisted under the Emergency Rental, Mortgage and Utility Assistance Program) must meet local, state and federal housing quality standards. 24 C.F.R. 574.310(b) *Final Rule for Housing Opportunities for Persons With AIDS*

XIII. A. HOUSING QUALITY STANDARDS IN GENERAL

1. *In General:*

All housing units supported by HOPWA assistance (except those assisted under the Emergency Rental, Mortgage and Utility Assistance Program) must meet local, state and federal housing quality standards. Housing subject to inspection includes not only tenant-chosen units under the Long-Term Rental Assistance (LTRA) Program, but project-based HOPWA-rental assisted units and those housing and community residences provided operating and capital support under HOPWA..

a) *Contracted Inspection Services:*

The City of Miami Department of Community Development contracts with third parties to conduct inspections (move-in, annual re-certification and complaint inspections) on behalf of the HOPWA Program. Housing inspections may only be performed by certified housing inspectors registered with the City of Miami Housing Inspection Unit. Although Housing Specialists may be also certified and registered as Housing Inspectors, such staff persons are performing, and are referred to herein, as Housing Inspectors when performing inspection duties. An agency under contract to perform housing inspection shall maintain copies of all reports, letters and notices relating to inspections performed by it on file at its offices and in a manner easily accessible for review by the City of Miami.

b) *Correspondence-Sharing with Housing Specialists*

Housing Inspectors are required to promptly provide copies of all inspection reports and correspondence with and between the Housing Inspector, landlord and client to the client's Housing Specialist. All correspondence shall be copied to the client, if not the addressee, the landlord if not the addressee, the client's Housing Specialist and the City of Miami Housing Inspection Unit. Housing Specialists are responsible for ensuring that copies

of all reports and correspondence relating to inspections and abatement are maintained in the client's file.

2. *Types of Inspections:*

a) Move-In or Start-Up Inspections

i) LTRA Program

Housing units subject to inspection must pass inspection prior to (a) the client's execution of a lease agreement and (b) the issuance of the City of Miami's Move-In Authorization and commencement of HOPWA assistance payments. The landlord must sign the Landlord Participation Agreement prior to initiating the inspection process.

ii) Project-Based Rental or Operating Assistance

Project-based housing units or residential facilities must first pass inspection prior to the start of HOPWA assistance. If the housing or residential facility received HOPWA funds for rehabilitation or new construction, such housing or facility must pass a HOPWA inspection prior to occupancy. The City of Miami may accept the results of another governmental agency inspection if the inspection standards applied by such agency conform with those established for the federal Housing Choice Voucher Program and the inspection took place during the same period in which a HOPWA inspection would have been requested.

b) Annual Re-Inspection Applicable to All Housing

All HOPWA-assisted housing units must be re-inspected annually. Inspection of units assisted under the LTRA Program shall be timed to coincide with the client's re-certification.

c) Complaint Inspections

In addition to initial inspection, an HQS inspection may be requested at any time in response to the following situations:

- i)*** Client concerns regarding the safety of housing conditions or landlord's refusal to make repairs or maintain common areas.
- ii)*** Landlord concerns regarding damages to the housing unit or client's failure to maintain unit in a sanitary condition.
- iii)*** Housing Specialist concerns regarding the condition of the unit or common areas.

d) Exit Inspections for Units Provided Security and Move-in Deposits

Exit walk-through inspections shall be conducted jointly by the client, landlord, and the client's Housing Specialist. The parties must utilize a HOPWA Program Exit Inspection Checklist, which must be signed by the client, landlord and Housing Specialist.

i) Landlord/Tenant Dispute

In the event that there is a dispute whether damage was caused by the client, rather than normal wear and tear, an inspection by the City of Miami Housing Inspection Unit shall be requested and the results of the inspection shall govern the outcome of the dispute as it pertains to the client's compliance with program rules and the right to demand return of deposit funds or make claim against a security deposit guaranty. The landlord forfeits any right to retain deposit funds made by or on behalf of the client or make claim against a City of Miami security guaranty upon making repair to the unit prior to a City of Miami-conducted dispute inspection.

3. *Housing Quality Standards:*

Housing supported by HOPWA funds must comply with all applicable state and local housing codes, licensing requirements, and any other requirements of the municipal jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing. At a minimum, housing units subject to inspection must meet the local threshold and federal Housing Quality Standards (HQS) set forth in **Section F** below: **NOTE:** Pursuant to local preference, the HOPWA Program follows the more rigorous housing quality standards set forth under the federal Section 8 Housing Choice Voucher Program.

4. *Housing Inspector Protocol:*

Housing Inspectors must:

- a) treat clients, landlords and Housing Specialists with great courtesy and professionalism.
- b) take into consideration the health and/or physical limitations of HOPWA clients when scheduling and conducting inspections. For example, Housing Inspectors should wait a prudent amount of time after knocking on the client's door as well as attempt to reach the client by phone before leaving the premises as clients may require more time than usual to answer the door.
- c) proactively work with clients and their Housing Specialists to find solutions to difficulties that may arise in scheduling and conducting inspections.

XIII. B. HQS INSPECTION FOR LTRA MOVE-INS

The client must be instructed not to enter into any lease agreement for the housing unit selected until the unit passes HQS inspection and the City issues a Move-In Authorization. No HOPWA assistance payment will be made until the housing unit passes inspection and the Move-In Authorization is issued.

1. *Client's Responsibility to Locate Acceptable Unit:*

Clients are responsible for identifying a housing unit that conforms to state and local codes and Housing Quality Standards. Clients are allowed up to sixty days from the date of program enrollment or an approved Request to Move to locate a housing unit that passes inspection. The City of Miami may extend the sixty day period to locate suitable housing by two (2) additional thirty day periods due to extenuating circumstances. The first request for an extension must be made in writing fifteen (15) days prior to the expiration of the initial sixty-day search period (that is, 45 days into the 60-day housing search period). A request for an additional thirty-day extension must be requested prior to the expiration of the first extension. Extensions are only effective if issued by the City of Miami in writing. Copies of any extensions must be maintained in the client file.

2. *Inspection Request Process:*

- a) Upon the client's selection of a housing unit, the client shall submit the Landlord Participation Agreement and Certification of Occupancy Readiness (**Form H72**) executed by the landlord to the client's Housing Specialist. The Housing Specialist shall be responsible for requesting an HQS inspection within one (1) business day of receiving the executed Landlord Participation Agreement and Certification of Occupancy Readiness. A request for a move-in inspection must be rejected in the absence of either the executed Landlord Participation Agreement or the Certification of Occupancy Readiness.
- b) The first inspection shall take place within seventy-two (72) hours of coordination with the client and landlord for the date and approximate time of the inspection. Coordination efforts shall commence upon request for inspection.
- c) The Housing Inspector shall apply the Housing Quality Standards set forth under **Section F** below to determine if the unit is acceptable. The Housing Inspector shall complete **HUD Form 52580 (See Appendix A)** to document the results of the inspection. Existing conditions (i.e. wear & tear) shall be documented as well. In addition to documenting each deficient or existing wear & tear condition in the written inspection report, such deficiency or condition of wear & tear shall be documented by photograph. The outside of the housing unit or building in which the unit is located shall also be photographed.

3. *Inspection Reports:*

The Housing Inspector shall deliver by mail **all** written inspection reports to the landlord, the client and the client's Housing Specialist within seventy-two (72) hours of the inspection.

4. *In Event Unit Fails Inspection:*

The property owner is responsible for curing all code and/or Housing Quality Standard violations found at the initial inspection.

a) *Thirty Days to Repair:*

In the event that a unit fails inspection, a notice to cure shall be delivered to the landlord with a copy of the written full inspection report. A copy of the notice and the report also shall be delivered to the client and his/her Housing Specialist. The notice to cure shall inform the landlord of the re-inspection appointment, to be scheduled thirty days from the date of the notice, and that all reported violations shall be corrected by that date. The landlord can request to an earlier inspection if repairs are completed in less than thirty days.

b) *Maximum Number of Inspections:*

No more than two inspections (the move-in inspection and re-inspection within thirty days) shall be undertaken for "first-time" units (i.e. units to be assisted with HOPWA assistance for the first time that was not).

i) *Exception*

An exception can be made only if the client: (a) was occupying the unit under lease prior to the determination of his or her program eligibility and (b) remains subject to an extended lease term (i.e. not month to month) at the time of program enrollment. In such case, the unit may undergo no more than three inspections (the move-in inspection and two re-inspections if necessary).

XIII. C.

HQS ANNUAL RE-INSPECTION FOR LTRA UNITS

1. *Re-Inspection Coordinated with Re-Certification:*

Clients receiving LTRA must be re-certified annually to ensure continued eligibility for the program. Re-inspection of the supported housing unit must also occur during re-certification. The re-certification process is to commence prior to the end of the ninth (9th) month of assistance (see *Chapter IX* – LTRA Annual Re-

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Certification). However, the re-inspection process must commence prior to end of the eighth (8th) month of assistance (i.e. one hundred and twenty (120) days out from of the anniversary date of client's start of assistance or anniversary date when the last re-certification process was completed, as the case may be). This additional month ensures sufficient time to allow for repairs at the current address or for a new housing unit to be selected and inspected, if necessary.

2. *Scheduling Re-Inspection Appointment:*

- a) 120 days from the re-certification deadline (i.e. 365 days from the date of the last re-certification date or date that assistance began if first re-inspection), the Housing Inspectors shall schedule an annual inspection to take place ninety days from the re-certification deadline.
- b) Upon scheduling the inspection internally, the Housing Inspector will send the client a thirty-day advance notice of the scheduled inspection (**Form H63**). A copy of the inspection notice will be sent to the client's Housing Specialist and to the Landlord. The client also will be sent a Request to Move form along with the inspection notice.
- c) Upon receipt of the inspection notice, the client may request that the inspection be re-scheduled in the event of a conflict or notify the Program of his or her intent to look for another apartment by sending the Housing Inspector a completed Request to Move form (**Form H34**). A request to reschedule or notice of intent to move must be submitted by the client within fifteen days of the date of the Annual Inspection Notice.
- d) In the event that the client intends to look for another apartment, the Housing Inspector must make note of the move request in its Inspection Status Log and forward the Request to Move to the client's Housing Specialist. At that time, the Housing Specialist will complete and mail the approved request to the client. The approved request shall include notice to the client that he or she must find a new apartment which passes inspection within sixty days of the approved notice (which does not at this time authorize the client to move into a new unit; such authorization may only take place once the new unit passes inspection and the landlord has executed required program documents).
- e) Each Wednesday and no later than 1:00 p.m., contracted Housing Inspection agencies must submit a weekly schedule of inspections to the City of Miami Housing Inspection Unit covering all inspections scheduled for the coming week. The contracted Housing Inspection agencies shall submit such schedule in the form provided by the City of Miami. Such schedule report form shall contain, at a minimum, the following information: (i) client's name, client number and client's phone number; (ii) landlord's name and phone number; (iii) name of the client's Housing Specialist and phone numbers; (iv) housing inspector's number and cell number; and (v) date and

time of inspection; (vi) type of inspection (e.g. 1st, 2nd or Complaint). The contracted agency's Housing Inspector is responsible for immediately notifying the City of Miami Housing Inspection Unit of any schedule changes.

3. ***Public Property Records Search and Documentation of HQS Inspection***

- a) Prior to conducting the inspection, the Housing Inspectors are responsible for verifying the property description provided against public property records and for ensuring that the owner does not owe real estate taxes on the rental property. Failure to pay outstanding taxes will also result in rent abatement. The property record search requirements are set forth below under ***Section F***.
- b) Housing Inspectors shall apply the Housing Quality Standards set forth under ***Section F*** below to determine if the unit is acceptable. The Housing Inspector shall complete ***HUD Form 52580 (See Appendix A)*** to document the results of the inspection. Existing conditions (i.e. wear & tear) shall be documented as well. In addition to documenting each deficient or wear & tear condition in the written inspection report, such deficiency or condition of wear & tear shall be documented by photograph. The outside of the housing unit or building in which the unit is located shall also be photographed.
- c) Upon completion of the inspection, the inspection report must be sent by the Housing Inspector to the attention of the landlord with copies to the client, Housing Specialist and the City of Miami Housing Inspection Unit within seventy-two (72) hours of the inspection.

4. ***In Event of No Access to Unit:***

- a) If no adult, aged 18 years or older, is present to allow the Housing Inspector access to the unit at the appointed time, this will be deemed a Class II Program Violation for failure to keep a scheduled program appointment.
- b) Within twenty-four (24) hours of the missed inspection appointment, the Housing Inspector shall send a letter (***Form H73***) to the client, with copy to the landlord, Housing Specialist and City of Miami Housing Inspection Unit, informing the client that failure to provide access to the unit at the appointed time constituted a Class II violation and that failure to be present at the premises for a second scheduled inspection will trigger termination from the program. The letter will set forth a new inspection date and time, which shall take place on the fifteenth day from the date of the missed inspection (or next business day if the fifteenth day falls on Saturday, Sunday or a holiday).

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No more than two inspections (the initial inspection and one re-inspection) shall be undertaken for units subject to re-certification inspections prior to abatement. Notice of abatement shall be incorporated into the initial deficiency notice and abatement will occur in accordance with the terms below if repairs satisfying the Program's Housing Quality Standards are not completed within thirty days of the initial inspection.

c) *Abatement Process*

- i) Upon failure of the landlord to correct the deficiency(ies) in the time provided, the Housing Inspector shall send the landlord: (1) a Notice of Failed Inspection (**Form H75**) and (2) the Failed Inspection Report. The Housing Inspector shall also immediately inform the City of Miami Housing Inspection Unit of the failed inspection by e-mail, *in addition* to normal delivery, of the Notice of Failed Inspection and Failed Inspection Report to the client, Housing Specialist and the City of Miami Housing Inspection Unit.
- ii) The City of Miami Housing Inspection Unit shall be responsible for immediately communicating such information to the responsible Client Support Services Aide. The Client Support Services Aide shall immediately:
 - a) issue a Notice of Abatement and Pending Termination of the Landlord Participation Agreement (**Form H65**) to the landlord by regular and certified mail, with copy to the client, Housing Specialist and Housing Inspector; and
 - b) prepare and submit a Financial Request Form (**Form H63**) to the City of Miami Finance Department to stop the rental payment for the coming month.
- iii) The Housing Specialist shall immediately inform the client that she or he should start a housing search for a new unit and immediately submit a Request to Move on behalf of the client to the City of Miami for approval, attaching copies of inspection results and other documentation as may be available demonstrating the landlord's unwillingness to make the necessary repairs. The Housing Specialist shall review the housing search and move-in authorization process and remind the client that he or she must continue to abide by the lease rent payment requirements for the remaining period of occupancy and that he or she has sixty days from the date of the City of Miami's approval to move in which to locate a suitable apartment unit.
- iv) Once in abatement, the landlord may initiate a request for a third inspection. In the event that the landlord makes repairs to the unit during the period of abatement that permit a passing inspection, the

client may choose to remain in the unit unless the City of Miami has already authorized the client to move into a new unit and a lease has been entered into.

- v) Upon the City of Miami authorizing the client to move into a new unit, the City of Miami shall issue a Termination of the Landlord Participation Agreement (*Form H76*), which must occur no later than the sixtieth day of abatement. Copies of the termination notice must be sent to the client and Housing Specialist. Under the terms of the lease addendum, a termination of the Landlord's Participation Agreement triggers the client's right to immediately terminate the lease with the landlord and move into the new unit approved by the City.

6. *Re-Certification Package Submission:*

The Re-Certification Package may only be submitted to the City of Miami when all required documentation is on file, including a copy of the passing annual inspection report. Therefore, even if the client's recertification has been completed and all required documentation is on file except for a passing inspection report, the Re-Certification Package is not to be submitted to the City of Miami until the unit passes inspection (or, if applicable, a new unit passes a Move-In Inspection).

XIII. D. COMPLAINT INSPECTIONS, LANDLORD/TENANT DISPUTES AND EXIT INSPECTIONS

1. *Client Request for Complaint Inspections under LTRA*

A client may request a complaint inspection at any time through their Housing Specialist. Clients must be instructed not to move out of a unit due to the landlord's failure to make repairs without first having a complaint inspection performed. If conditions reported by the client pose a safety risk to the client and his/her household, an emergency inspection must be requested by the Housing Specialist. The Housing Specialist also shall request inspections if warranted following quarterly home visits.

2. *Landlord Refuses to Make Repairs – Rent Abatement Policies*

In the event that the landlord refuses to make repairs, both the HOPWA Program and the client may withhold their portions of the rent as follows:

a) *Program Abatement:*

Upon the landlord's failure to make repairs within thirty days of the initial inspection (or 24 hours if emergency violation), the HOPWA Program may abate the program portion of the rent. Under federal rules, the landlord must receive thirty-days written notification of the abatement, therefore the

notice to cure must also notify the landlord that the program share of the rent will be placed in abatement by the first of the month following expiration of the thirty-day notice if repairs are not made within the thirty days. Under the Florida Residential Landlord and Tenant Act, the HOPWA Program is exempt from state tenant abatement notice and court registry requirements.

b) Client Abatement:

A client can withhold rent for failure to make repairs as long as the client sends a certified letter at least seven (7) days before rent is due, which describes the dwelling unit's defects and requests that repairs be made. If the landlord does not make repairs before the client's rent is due, the client may withhold rent, however, the client must be prepared to place the full portion of the rent that has become due into a court registry as the landlord will, in all probability, immediately take the client to court to collect the rent. Once action is initiated, the client's rent must be deposited into the court registry until the matter is resolved by the court.

In the event that the client chooses to take such action, a copy of the letter to his or her landlord must be sent to the Housing Specialist at the same time. The Housing Specialist shall be available to assist the client with this process, as needed.

3. *Vacating Unit Due to Condition of Unit – Additional Deposit Assistance*

In the event that a client is required to move due to the condition of the housing unit and the landlord, not the tenant, is responsible for necessary repairs to ensure habitability of the unit, HOPWA funds may be used for deposit assistance on a new unit while efforts are made to collect the deposit from the prior landlord (see ***Chapter VIII***). The Housing Specialist shall initiate this request for emergency deposit assistance by submitting a written request with the following documentation: (a) an exit walk-through inspection report signed by both the client, landlord and, as witness, the Housing Specialist, documenting that the landlord, not the tenant, was responsible for the conditions requiring the client to vacate the unit; (b) documentation that the client kept up with his or her portion of the rent; and (c) evidence of financial need.

4. *Complaint Inspections for Project-Based or Use-Restricted Units*

Tenants occupying project-based housing units and residential facilities or units subject to a use restriction as a result of HOPWA capital fund assistance may request a complaint inspection at any time by directing such request to the City of Miami HOPWA Program Coordinator.

a) Consequences of Failure to Maintain Property

Failure to satisfactorily maintain the condition of the unit or facilities will be treated as a breach of contract and/or violation of the restrictive covenant placed on the property.

5. *Landlord/Tenant Disputes:*

In the event that a landlord informs the Housing Specialist of concerns or complaints regarding the client's care and/or maintenance of the premises, the Housing Specialist must request a complaint inspection to determine responsibility for repairs. At that time, the Housing Specialist must also determine if the client's ability to maintain the premises would benefit from more frequent home visits, a live-in aide or other home-based assistance and arrange for such assistance through the client's Ryan White or other service agency case manager.

6. *Exit Walk-Through Inspections to Facilitate Return of Deposits*

Upon a client's vacating a unit for termination of the lease, the landlord is required to return all deposit funds to the client and, if applicable, to the City within fifteen days or deliver a written notice of intent to the agency that made the deposit on behalf of the client (or to the client if the client paid deposit) to impose a claim on the deposit and the reason for imposing such claim, as required under the Florida Residential Landlord and Tenant Act. A landlord forfeits the right to impose a claim on the deposit funds if the landlord fails to give the required notice within the fifteen (15) day notice. The landlord also forfeits deposits if repairs are made to the unit prior to a exit walk-through inspection conducted jointly by the client landlord and the client's Housing or inspection by the City of Miami in the event of a dispute.

The Landlord shall return all security deposit funds paid by the client directly to the client and shall return all security deposit funds paid by the City of Miami directly to the City within the period prescribed by law. Justified claims against the security deposit for unpaid rent or tenant-caused damages shall be made first against the client's portion of the deposit. Claims may only cover the remaining useful life expectancy of replaceable items damaged due to client's negligence or abuse.

a) *Timing of Exit Walk-Through Inspection*

In order to facilitate the return of deposits made with HOPWA funds, the Housing Specialist must conduct an exit walk-through inspection jointly with the client and landlord, or the landlord's authorized representative (authorized in writing), on the day that the client is vacating the unit.

The parties must utilize a HOPWA Program Exit Inspection Report form (*Form H67*), which must be signed by the client, landlord and Housing Specialist. In the event that there is a dispute whether damage was caused by the client, rather than normal wear and tear, an inspection by the City of Miami Housing Inspection Unit shall be requested and the results of the inspection shall govern the outcome of the dispute as it pertains to the client's compliance with program rules and the

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City and client's rights to demand return of deposit funds or a landlord's claim against a security deposit guaranty.

Landlord forfeits any right to retain security deposit funds made by or on behalf of the Tenant or make claims against a City of Miami security deposit guaranty, as applicable, if repairs are made to the unit prior to the exit inspection or the Landlord, or authorized representative, fails to be present for the exit inspection.

b) Assistance with Deposits if Client is Not Responsible for Any Damages

Clients will not be penalized for landlord's failure to return deposit funds paid by the City, if applicable, if there is no tenant-caused damage or the cost of repairs does not exceed the tenant's portion of the deposit. Clients may still seek security deposit assistance as set forth in *Chapter VIII*.

c) Adverse Consequences for Failure to Conduct Exit Inspection

The completed and signed Walk-Through Exit Inspection Report (*Form H67*) must accompany the financial action request (*Form H63*) to start rent payments to the new landlord and is a required back-up document for deposit assistance requests. Failure to conduct and produce an Exit Inspection Report on *Form H67* has adverse consequences for the Housing Specialist's agency (see *Chapters X and XIX*).

XIII. E. INSPECTION OF PROJECT-BASED RENTAL UNITS OR RESIDENTIAL FACILITIES

1. Initiation of Inspection

New project sponsors shall request a housing inspection of their project-based rental units or residential facility sufficiently in advance to ensure that such units or facilities pass inspection prior to commencement of the rental or operating assistance contract term or occupancy in the case of capital projects. Requests for inspection shall be directed to the project sponsor's contract officer.

2. Annual Re-Inspection

Thereafter, housing inspections shall take place within twelve months of the last inspection. The City of Miami Housing Inspection Unit shall be responsible for initiating these inspections. Contract officers and project sponsors are responsible for ensuring that such inspections take place prior to contract renewal or during the minimum use period (in the case of capital-funded projects without on-going support).

XIII. F. HOUSING QUALITY STANDARDS

1. Property Records Search – Threshold Review

Prior to performing the HQS inspection, the Housing Inspector must perform a Property Records Search to verify at minimum the following information:

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a) Name of owner and Exact Address of Unit to Be Inspected

In the event that the information on record is contrary to the information provided by the Housing Specialist when the inspection was requested or to the records on file for re-certification files, the inspection process will come to an end until the discrepancies are further researched by the Housing Specialist.

b) Number of bedrooms and baths registered

The HOPWA Program cannot provide rental assistance towards a housing unit illegally constructed or zoned. Nor can the Program allow a family to occupy a unit that does not conform with the Program's Occupancy Standard. In the event that the information on record is contrary to the information provided by the Housing Specialist when the inspection was requested, the inspection process will come to an end until: (1) property records and the actual unit size are in agreement and (2) the Housing Specialist makes a determination that the actual unit size on record meets the occupancy standard for the client's family size.

c) Year of construction

This information is required to ensure compliance with federal regulations under the Residential Lead-Based Paint Hazard Reduction Act of 1992.

d) Residence type (single family, duplex, low rise, etc.)

This information is required in order to evaluate compliance with HQS.

e) Property Taxes:

In the event that property tax records show a homestead exemption (unless this is a shared housing arrangement where the landlord occupies the unit as the client's roommate) or unpaid property taxes that are currently due or in arrears, the unit will be deemed to have:

i) failed threshold precluding further inspection of the unit if subject to a move-in inspection until the exemption is removed and taxes are current; or

ii) failed inspection if subject to an annual inspection. A failed inspection notice must be issued, notifying the owner of the deficiency, that the owner has thirty days in which to cure the deficiency and that if the unit is currently being assisted, it will become subject to rent abatement on the first of the month following the failure to comply.

f) Failure to Cure

If any of the above threshold items exist, the housing unit cannot be considered for rental assistance under the HOPWA Program. The landlord shall be provided notice of a threshold item precluding further inspection (**Form H77**). If the landlord fails to cure all threshold items within seven (7) business days of notice, the unit must be formally rejected.

2. *Housing Quality Standards*

Housing supported by HOPWA funds must comply with all applicable state and local housing codes, licensing requirements, and any other requirements of the municipal jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing. At a minimum, housing units subject to inspection must meet the following federal Housing Quality Standards (HQS) set forth in **Section F** below: **NOTE:** Pursuant to local preference, the HOPWA Program follows the more rigorous housing quality standards set forth under the federal Housing Choice Voucher Program.

- a) Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the environment and other hazards.
- b) Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
- c) Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
- d) Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
- e) Water supply.* The water supply must be free from contamination at levels that threaten the health of individuals.
- f) Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.
- g) Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.

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- b) Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
- i) Sanitary condition.* The dwelling unit and any equipment must be maintained in sanitary condition.
- j) Sanitary facilities.* The dwelling unit must include sanitary facilities within the unit, which are (i) in proper operating condition; (ii) adequate for personal cleanliness and disposal of human waste and (iii) usable in privacy.
- k) Site & neighborhood.* The site and neighborhood must be reasonably free from disturbing noises and reverberations or other dangers to the health, safety, and general welfare of the occupants.
- l) Smoke detectors.* At least one battery-operated or hard-wired smoke detector in proper operating condition must be present on each level of the dwelling unit, including basements, but excluding spaces and unfinished attics. Such detectors must be installed in accordance with and meet the requirements of National Fire Protection Association Standards (NFPA) 74 or its successor standards and if a hearing-impaired person is occupying the dwelling unit, the smoke detectors must have an alarm system designed for the hearing-impaired as specified in NFPA 74.
- m) Lead paint.* The Lead-Pont Poisoning Act as amended (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 and implementing regulations 24 CFR Part 35 Subparts A, B, H (for rehabilitation and project-based housing), J, K, M (for tenant-based), and R apply.
- n) Compliance with zoning code.* The property must have proper zoning for use as residential, rental property. There shall be no illegal dwelling units on the property.
- o) No outstanding property taxes.* No property taxes are owed on the property on which the dwelling unit is located. The owner has not claimed a homestead exemption for the property.

The housing inspection shall apply acceptability criteria against the above HQS requirements, while taking into account tenant preference.

The following excerpt from the U.S.HUD Housing Choice Voucher Program Guidebook (7420.10G) provides direction in interpreting the HQS standards:

10.3 PERFORMANCE REQUIREMENTS AND ACCEPTABILITY STANDARDS

Each of the 13 HQS performance requirements and acceptability criteria is identified below. A discussion of how PHAs should interpret the requirements and tenant preference options follows. Refer to the inspection checklists contained in Form HUD-52580 and Form HUD-52580-A and the *Housing Inspection Manual for the Section 8 Existing Housing Program* for more detailed explanation and guidance.

Sanitary Facilities

Performance Requirement

- The dwelling unit must include sanitary facilities within the unit.
- The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.
- The sanitary facilities must be usable in privacy.

Acceptability Criteria

- The bathroom must be located in a separate room and have a flush toilet in proper operating condition.
- The unit must have a fixed basin (lavatory) with a sink trap and hot and cold running water in proper operating condition.
- The unit must have a shower or tub with hot and cold running water in proper operating condition.
- The facilities must utilize an approved public or private disposal system, including a locally approved septic system.

The bathroom must be contained within the dwelling unit, afford privacy (usually meaning a door, although no lock is required), and be for the exclusive use of the occupants.

All public or private waste disposal systems servicing the unit or facilities must be either state or local agency approved.

The tub/ shower, toilet, and basin/ lavatory must have a proper sewer trap, drain, and vents to prevent the escape of sewer gases or severe leakage of water. Drains must not be clogged and the toilet must flush. Hot and cold water must be available at the tub, shower, and lavatory taps. The definition of hot water (temperature) required at the lavatory, tub, or shower should be determined from local health standards or applicable local code.

The PHA must determine if the bathroom facilities are free of hazards which may endanger the occupants such as damaged or broken fixtures and plumbing leaks.

Conditions which do not affect the acceptability of the bathroom include tenant preference items (listed below) and minor faucets drips.

EXAMPLE:

What are bathroom hazards that may endanger occupants?

- Broken ceramic, metal, or glass fixtures that may pose a hazard. This includes towel racks, soap dishes, medicine cabinets, and mirrors as well
- A leaking hot water faucet may pose a scalding threat.

Only one bathroom is required to meet HQS. Additional bathrooms do not have to contain all plumbing fixtures (tub/ shower, toilet or lavatory), but if present, they must not create any unsanitary conditions, be properly plumbed, and be free of sewer gases.

Other room standards that apply to bathroom facilities, such as illumination and electricity, are discussed under those performance requirements.

Tenant Preference

The tenant may determine acceptability of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub, or shower, condition of faucets, minor leaks, scratches, or worn enamel on fixtures, and the location of the sanitary facilities within the dwelling unit.

Food Preparation and Refuse Disposal

Performance Requirement

- The dwelling unit must have suitable space and equipment to store, prepare, and serve food in a sanitary manner.

Acceptability Criteria

- The dwelling unit must have an oven and a stove or range. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished to both subsidized and unsubsidized tenants in the same building or premises.
- The dwelling unit must have a refrigerator of appropriate size for the family. All required equipment must be in proper operating condition. According to the lease, equipment may be supplied by either the owner or the family.
- The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approved public or private system.

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- The dwelling unit must have space for storage, preparation, and serving of food. Facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary, are required.

Hot plates are not acceptable substitutes for stoves or ranges. The oven must heat and all burners on the stove or range must work. All stove or range knobs must be present. The stove or range must be free of hazardous gas hook-ups, gas leaks, or electrical hazards.

The refrigerator must be of adequate size for the family and capable of maintaining a temperature low enough to keep food from spoiling. The PHA may reject the size of the refrigerator only if it clearly cannot serve the needs of the family. For example, a counter-top or compact type would not meet the needs of a family of four. The freezer space must be present and working, and the equipment must not present an electrical hazard.

EXAMPLE:

What temperature must a refrigerator maintain to keep food from spoiling?

- Above 32° F, but generally below 40° F.
- Consider how often the refrigerator will be opened. Proper temperatures are difficult to maintain if the refrigerator is frequently opened during warm weather, door seals are removed or broken, or the door sits open.

The sink must have hot and cold running water from the faucets and a proper working sink drain with gas trap. It must also be hooked to an approved water and sewer system. The definition of hot water should be determined by the local health department or applicable local code.

Space for storage, preparation, and serving of food must be present. Built-in space, equipment, table(s), or portable storage facilities are acceptable.

Waste and refuse storage facilities are determined by local practice and may include trash cans or dumpster facilities.

Other room standards apply to the food preparation area and are discussed under those specific requirements below.

Tenant Preference

The family selects a unit with the size and type of equipment it finds acceptable and may choose to accept a microwave oven in place of a conventional oven, stove, or range if the oven/ stove/ range are tenant supplied or if microwaves are furnished in both subsidized and unsubsidized units in the building or premises. The amount and type of storage space, the cosmetic conditions of all equipment, and the size and location of the kitchen are all determined by the family.

Space and Security

Performance Requirement

- The dwelling unit must provide adequate space and security for the family.

Acceptability Criteria

- At a minimum, the dwelling unit must have a living room, a kitchen and a bathroom.
- The dwelling unit must have a least one bedroom or living/ sleeping room for every two persons. Other than very young children, children of opposite sex, may not be required to occupy the same bedroom or living/ sleeping room.
- Dwelling unit windows that are accessible from the outside must be lockable.
- Exterior doors to the unit must be lockable.

A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space.

Unit windows located on the first floor, at the basement level, on a fire escape, porch, or other outside space that can be reached from the ground and that are designed to be opened must have a locking device. (Windows with sills less than six feet off the ground are considered accessible.) Traditional window locks, those provided by storm/ screen combination windows, window pins, and nails are acceptable. Windows leading to a fire escape or required to meet ventilation requirements may not be permanently nailed shut.

Doors leading to the outside and common hallways, fire escapes, and porches or otherwise accessible from the ground must have locks. No specific type of lock is required.

Window and door surfaces (including the door frame) must be in sufficient condition to support the installation and proper operation of window and door locks.

Tenant Preference

The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks.

Thermal Environment

Performance Requirement

- The dwelling unit must be able to provide a thermal environment that is healthy for the human body.

Acceptability Criteria

- There must be a safe system for heating the dwelling unit, such as electric baseboard, radiator, or forced air systems. In order to ensure a healthy living environment appropriate for the climate the system must be able to provide adequate heat either directly or indirectly to each room.
- Due to the South Florida climate, an air conditioning system must be present (central or window units) in order to ensure compliance with the above performance requirement. The air conditioning system or evaporative cooler, must safely provide adequate cooling to each room.
- The heating and air conditioning system(s) must be in proper operating condition.
- The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

The PHA must define "a healthy living environment" for the local climate. Local or state codes will help the PHA determine when and how much heat is adequate. For example, a PHA may define a heating system capable of maintaining an interior temperature of 65° between October 1 and May 1 as adequate. [NOTE: Window screens are locally required.]

Adequate heat is required in all rooms used for living; the heat source does not have to be located in each room as long as the heat can pass to the appropriate space and meet the definition of adequate. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Improper operating conditions, including all conditions that may be unsafe, such as broken or damaged source vents, flues, exhausts, gas or oil lines that create a potential fire hazard or threats to health and safety are not permitted. Heating unit safety devices must be present, and the heating equipment must have proper clearance from combustible materials and location of oil storage tanks. There must be proper gas and oil connections. Local plumbing, fire, or mechanical codes are instructive in providing details about acceptable materials for furnace and water heater hookups and required clearances appropriate to the jurisdiction where units are located. Seek assistance from local code enforcement offices to determine health and safety standards for equipment hook-up and clearance requirements.

Heating system inspections are often required by local or state authorities especially for large multi-family buildings. If the heating system has passed inspection from the inspecting authority within the past two years, the PHA may accept this as proof of heating equipment safety.

Working cooling equipment refers to a central ventilation system, evaporative cooling system, room or central air conditioning. These systems, while not required by federal HQS, are required by local policy due to the South Florida climate. Such cooling equipment must be operating safely so as not to create a potential fire hazard or other threat to health and safety.

Tenant Preference

The PHA has no control over energy conservation measures, such as dwelling insulation or installation of storm windows and doors. The family must assess whether a dwelling without these items is acceptable; the family must take into account the cost of utilities billed to the family and personal feelings about adequate heat. Dwellings that are poorly insulated or lack storm windows are generally drafty and more difficult to heat and cool.

Illumination and Electricity

Performance Requirement

- Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants.
- The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances.
- Electrical fixtures and wiring must not pose a fire hazard.

Acceptability Criteria

- There must be at least one window in both the living room and each sleeping room.
- The kitchen area and the bathroom must have a permanent ceiling or wall-mounted light fixture in proper operating condition.
- The kitchen must have at least one electrical outlet in proper operating condition.
- The living room and each sleeping space must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

The PHA must be satisfied that the electrical system is free of hazardous conditions, including: exposed, un-insulated, or frayed wires, improper connections, improper

insulation or grounding of any component of the system, overloading of capacity, or wires lying in or located near standing water or other unsafe places.

Outlets must be properly installed in the baseboard, wall, or floor. Hanging light fixtures or outlets from electric wiring, missing cover plates on switches and outlets, badly cracked outlets or cover plates, exposed fuse box connections and, overloaded circuits are unacceptable.

Tenant Preference

The family may determine whether the location and the number of outlets and fixtures (over and above those required for acceptability standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment.

Structure and Materials

Performance Requirement

- The dwelling unit must be structurally sound.
- The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

Acceptability Criteria

- Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- The roof must be structurally sound and weather-proof.
- The foundation and exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- The condition and equipment of interior and exterior stairs, halls, porches, and walkways must not present the danger of tripping and falling.
- Elevators must be working safely.

The PHA must examine each of the elements listed in the acceptability criteria to determine that each is structurally sound, will not collapse, and does not present a danger to residents through falling or missing parts, or tripping hazards. The PHA must determine that the unit is free from water, excessive air, and vermin infiltration.

Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches off the ground.

The elevator servicing the unit must be working. A current city or state inspection certificate suffices to determine working condition of the elevator.

Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.

Tenant Preference

Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.

Interior Air Quality

Performance Requirement

- The dwelling unit must be free of air pollutant levels that threaten the occupants' health.

Acceptability Criteria

- The dwelling unit must be free from dangerous air pollution levels from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- There must be adequate air circulation in the dwelling unit.
- Bathroom areas must have one openable window or other adequate ventilation.
- Any sleeping room must have at least one window. If the window was designed to be opened, it must be in proper working order.

The PHA must be satisfied that air pollutants such as gas leaks, industrial outputs, and heavy traffic would not present a health hazard.

Air circulation should be checked to determine adequate ventilation. Air conditioning (A/C) provides adequate circulation as do ceiling and vent fans.

The windows must adequately protect the unit's interior from the weather. Windows designed to open must not be painted or nailed shut. The ventilating bathroom fan in the bathroom must operate as intended.

Tenant Preference

Tenants may determine whether window and door screens, filters, fans, or other devices for proper ventilation are adequate to meet personal needs.

Water Supply

Performance Requirement

- The water supply must be free of contamination.

Acceptability Criteria

- The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination.

The PHA should be satisfied that the water supply is approved by the State or local jurisdiction.

Clean water must be distributed to all unit fixtures and waste water must leave the unit to an approved area without presence of sewer gas and backups.

Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Water-heating equipment must be installed safely and must not any present safety hazards to families. All water heaters must be free of leaks, have temperature/ pressure relief valves, and a discharge line. Unless safety dividers or shields are installed water heaters must not be located in bedrooms or living areas where safety hazards may exist. Fuel burning equipment must have proper clearance from combustible materials and be properly vented.

Tenant Preference

The family may decide if the water heater has a large enough capacity for personal family use.

Lead-Based Paint

- The Lead-Based Paint Poisoning Prevention Act as amended (42 U. S. C. 4821 - 4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 and implementing regulations 24 CFR Part 35 Subparts A, B, M, and R apply to the housing choice voucher program. [**NOTE:** These subparts and Subparts H, J and K also apply to the HOPWA Program].

Acceptability Criteria

- The requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings.
- During initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with children under 6 years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize deteriorated surfaces. Applicable areas include painted surfaces within the dwelling unit, exterior painted surfaces associated with the dwelling unit, and common areas of the building through which residents must pass to gain access to the unit and areas frequented by resident children under six years of age, including play areas and child care facilities.
- For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by the PHA), and the owner must complete hazard reduction activities if lead hazards are identified during the risk assessment.

[Section 10.4 of the Housing Choice Voucher Program Guidebook should be referred to for discussion of further responsibilities regarding lead paint prevention and hazard reduction as required by federal law].

Tenant Preference

Families with children under 6 years of age have no decision-making authority related to the presence of lead-based paint.

Access

Performance Requirement

- Use and maintenance of the unit must be possible without unauthorized use of other private properties.
- The building must provide an alternate means of exit in case of fire.

Acceptability Criteria

- The unit must have private access.
- In case of fire, the building must contain an alternate means of exit such as fire stairs, or windows, including use of a ladder for windows above the second floor.

The PHA must determine that the unit has private access without unauthorized passage through another dwelling unit or private property.

The emergency (alternate) exit from the building (not the unit) may consist of fire stairs, a second door, fire ladders, or exit through windows. The emergency exit must not be blocked. It must be appropriate for the family and considered adequate by local officials. Guidance from the local fire agency is advisable.

Tenant Preference

The tenant should assist the PHA in determining if the type of emergency exit is acceptable.

Site and Neighborhood

Performance Requirement

- The site and neighborhood must be reasonably free from disturbing noises and reverberations or other dangers to the health, safety, and general welfare of the occupants.

Acceptability Criteria

- The site and neighborhood may not be subject to serious adverse natural or manmade environmental conditions, such as dangerous walks or steps, instability, flooding, poor drainage, septic tank back-ups or sewer hazards, mudslides, abnormal air pollution, smoke or dust, excessive noise, vibration, or vehicular traffic, excessive accumulations of trash, vermin, or rodent infestation, or fire hazards.

The PHA determines whether any of the above conditions seriously and continually affect the health or safety of the residents. PHAs should be careful not to restrict housing choice in deciding acceptability. Failing a unit because the neighborhood is considered "bad" is not appropriate. Take into account whether private unassisted residents are living in the same neighborhood.

Tenant Preference

Taking into consideration the type of neighborhood, presence of drug activity, commercial enterprises, and convenience to shopping and other facilities, the family selects a unit.

Sanitary Condition

Performance Requirement

- The dwelling unit and its equipment must be in sanitary condition.

Acceptability Criteria

- The dwelling unit and its equipment must be free of vermin and rodent infestation.

The PHA must ensure that the unit is free of rodents and heavy accumulations of trash, garbage, or other debris that may harbor vermin. Infestation by mice, roaches, or other vermin particular to the climate must also be considered. The unit must have adequate barriers to prevent infestation.

What is infestation of rodents or vermin? By definition infestation means more than one bug or mouse. It is easily identified by observing mouse and/ or rodent droppings or gnaw marks. If no visible evidence exists, there is probably no infestation. Based on the type of pest, PHAs must decide for themselves what the limits are for determining infestation and be consistent. Is one rat or roach too much?

Tenant Preference

Provided the minimum standards required by the acceptability criteria have been met, the tenant must determine whether the unit is in an adequate sanitary condition. Occasional mice and roaches may be acceptable to the tenant.

Smoke Detectors

Performance Requirement

- On each level of the dwelling unit including basements, but excluding spaces and unfinished attics at least one battery-operated or hard-wired smoke detector in proper operating condition must be present.
- Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standards (NFPA) 74 or its successor standards.
- If a hearing-impaired person is occupying the dwelling unit, the smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74.

Acceptability Criteria

The PHA must insure that the location of smoke detectors conforms with local and/ or State Fire Marshall's requirements.

The PHA must determine that smoke detectors are located and installed in accordance with NFPA Standards. All smoke detectors must be in operating condition.

Local codes, such as housing or fire codes, often address responsibilities between owners and tenants for installation and maintenance of smoke detector batteries. At initial,

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inspection smoke detectors must have good batteries and be operable. PHAs may follow local codes to determine if missing or dead smoke detector batteries constitute a tenant or owner-caused failure in occupied units.

Consultation with the local fire officials is recommended regarding acceptable types and location of smoke detectors.

Tenant Preference

The family is not permitted to exercise any tenant preference regarding smoke detector requirements.

Chapter XIV

Client Confidentiality

The grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance. 24 CFR 574.440

XIV. A. FEDERAL AND STATE REQUIREMENTS

1. *Federal Requirements*

Client names, unique personal identifying codes and other individual information on documents must be kept confidential, as required by the HOPWA federal regulation at 24 CFR 574.440.

Unauthorized disclosure of any medical information regarding a client, without prior written consent, may subject the City of Miami HOPWA Program and/or contracted HOPWA agencies to legal action.

2. *Super-Confidentiality Requirements of Florida Statute Relating to HIV/AIDS Status*

Florida's Omnibus AIDS Act makes HIV test results "super-confidential". That is, HIV test results -- negative and positive -- as well as the fact that an HIV test was performed on an individual are highly protected. Section 381.004(3)(f) of the Florida Statutes states that the identity of the person upon whom an HIV test has been performed and the test results is strictly confidential and may not be disclosed without explicit written consent of the client except under very narrow circumstances. Very few of these exceptional circumstances apply or would arise during the course of providing HOPWA assistance.

a) *Super-confidentiality of HIV Test Results*

While all medical information is confidential, super-confidentiality applies to HIV test results defined as a laboratory report of an HIV test entered in a client's chart, or notation in a medical record of a laboratory report of an HIV test.

3. *Confidentiality Requirements of Florida Statute Relating to Mental Health or Substance Abuse History*

Florida law also expressly protects client information relating to their mental health and substance abuse histories. During the course of providing HOPWA assistance and

support to their clients, Housing Specialists may receive client information pertaining to their mental health or substance abuse history and treatment. The handling of this information shall be consistent with the confidentiality practices towards HIV/AIDS information set forth in this chapter.

XIV. B. CITY OF MIAMI HOPWA PROGRAM REQUIREMENTS

To ensure that the client's confidentiality as it relates to his or her HIV status, AIDS diagnosis, general medical history, mental health or substance abuse history, the following requirements must be adhered to. *Note:* The provisions of this chapter also apply to applicants for HOPWA assistance.

1. *No Disclosure of HIV/AIDS Status without Written Consent*

Without express written consent of the client, the HOPWA Program, contracted HOPWA agencies, and Housing Specialists may not disclose the client's HIV/AIDS status, nor that the client is eligible for rental assistance because of the client's HIV/AIDS status. This information may only be disclosed to other service and housing agencies, landlords, and other parties if the client expressly consents to such disclosure in writing utilizing the HOPWA Consent to Release Information Form (*Form H43*). The client's express consent to disclose their HIV/AIDS status must specifically designate the person or agency to which disclosure may be made.

2. *Written Correspondence, Program Forms and Material Directed at Persons without Consent to Know Client's HIV/AIDS Status*

All written correspondence, program forms or documents specifically concerning the client that are directed towards, or made available to, landlords, other agencies or third parties who are not identified in a client's written consent must avoid even inadvertent disclosure of the client's HIV/AIDS status. Therefore, such correspondence, forms or materials shall not make reference to, for example, "Housing Opportunities for Persons with AIDS"; "HOPWA" or "housing program for persons with HIV/AIDS". Instead, such material shall refer to the client as an applicant or participant in a federal housing program providing financial assistance towards the client's housing.

3. *Secured Client Record Keeping and Storage*

Any information which directly discloses a client's HIV/AIDS status, or indirectly by virtue of being identified as a HOPWA client, shall not be visible or accessible to program staff persons without a need to know or to any other persons.

- a) HOPWA client records under the control of contracted HOPWA agencies shall be maintained in a central, secured filing room with controlled access. During working hours, primary or secondary client files shall be stored in a locked drawer or cabinet when no HOPWA staff person is present.

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- b) A client file, or materials intended for a client's case record, shall never be left on a desk, even with the door locked, when there is no HOPWA staff person in the office.
- c) The City of Miami shall maintain a central database(s) of all HOPWA waitlist applicants and clients and their housing assistance history, however, this database shall produce reports and lists in a manner that safeguards the client's name and any other identifiable information such as social security numbers. Portions of this database relevant to the contracted agencies' assigned cases may be shared with such agencies. Access to the database itself shall be strictly controlled.
- d) Personal client concerns shall not be discussed when other persons may overhear the conversation.

4. *Facsimile Communications*

No material which directly discloses a client's HIV/AIDS status, or indirectly by identifying the client as a HOPWA applicant or client, shall be transmitted by facsimile (fax) unless the client expressly consents to such fax transmission in writing. If such information must be faxed without the client's express written consent, client names and/or other identifying information shall be blacked out prior to the fax transmission.

5. *Agency Staff Affidavit: Client Confidentiality*

All City of Miami HOPWA program staff, including employees of the grantee, employees of the provider agencies, and consultants performing training, monitoring, and/or auditing functions, shall review and sign a Memorandum of Understanding of Client Confidentiality (*Form H55*), as part of their orientation process. The memorandum will become a permanent part of the employee personnel /consultant records.

a) *Need to Know*

Access to client records shall be restricted to HOPWA program staff with the "need to know" the client's medical information. A need to know is present, and knowledge of the client's HIV status is permitted, if the employee or agent, in order to perform properly his/her normal job functions, must have access to the client's medical background.

6. *Responsibility to Inform Clients of Confidentiality Rights*

At the time of application for HOPWA assistance, the Housing Specialist shall explain the client's right to confidentiality, as well as the need for prior written authorization to disclose client information.

The client shall be informed that all information contained in the client's file is confidential; and, that staff with access to information about the client is bound by

confidentiality guidelines and shall not disclose this information without prior written consent.

A written explanation of the client's right to confidentiality shall be provided as part of the Client's Participation Agreement, the original signed copy of which shall be maintained in the client file.

XIV. C. SECURING CLIENT CONSENT TO DISCLOSE

1. *Two Forms of Consent Required*

a) *Consent for Documentation of Medical Eligibility*

The client's medical provider must have the client's written express and specific consent to release information pertaining to the client's HIV/AIDS testing and diagnosis. Therefore, in order to establish medical eligibility for HOPWA, the applicant is required to sign the consent section of the HOPWA Medical Eligibility Verification Form (*Form H40*), to allow the lawful release of the client's diagnosis of AIDS.

b) *Consent to Exchange Information with Case Management Provider*

The client's express consent to disclose their HIV/AIDS status must specifically designate the person or agency to whom disclosure may be made. Therefore, a party authorized to receive information may not rely on that consent to then disclose such information to another party not designated in the original consent.

In order to facilitate access to case management, as well as to the broader HIV/AIDS service delivery system, and exchange information with the client's case manager, the client shall be requested to sign a HOPWA Consent To Release and Exchange Information Form (*Form H43*). When properly executed, this document satisfies State of Florida requirements for legal authorization to disclose HIV status. The release allows the contracted HOPWA agency to obtain and release information about the client, including his/her identity, among Ryan White, HOPWA and other service providers expressly designated by the client.

Requests for information from persons and agencies outside the HOPWA Program are governed by Section D.2 and 3 below.

i) *Consent Form Signed and Dated at the Time of Application and Thereafter Annually During Recertification*

The consent form shall be signed and dated by the client at the time of application, and may be revoked, in writing, by the client at any time. A

new form shall be completed by the client whenever necessary. To renew the client's consent or to add or delete agencies, the client is required to complete and sign a new Consent Form at the time of recertification.

ii) Execution of Blank or Incomplete Consent Form Strictly Prohibited

Under no circumstances shall a client be asked to sign a blank or incomplete Consent Form. A violation of this rule shall be considered a serious employment performance matter or contractual breach, as the case may be.

c) Assistance Contingent Upon Consent to Release/Exchange Information between Housing Specialist and Case Manager

The client has the right to give consent freely and voluntarily. However, the client shall be informed that HOPWA assistance is contingent upon the client's consent to the disclosure of his or her HIV/AIDS status to the HOPWA Program. Further, the client shall be informed that LTRA assistance shall be contingent upon his or her consent to the release and exchange of information between their Housing Specialist and Ryan White or other service agency case manager.

XIV. D. REQUESTS FOR CLIENT INFORMATION

1. Release and Exchange of Information with Authorized Case Managers

Release and exchange of information between the client's Housing Specialist and case manager are subject to the following requirements:

a) Super-confidentiality warning statement

Any summary or correspondence produced by the Housing Specialist which relays client information to the client's case manager shall contain the "Super-Confidentiality Warning Statement" below. In addition, any client record material shall be stamped with the "Super-Confidentiality Warning Statement." A copy of the client's written consent shall accompany the confidential information to be disclosed.

- i)* The warning statement shall read as follows: "This information has been disclosed to you from records protected by state law. State law prevents further disclosure of such information without the specific written consent of the person to whom such information pertains, or as otherwise permitted by state law. A general authorization for the release of medical or other information is not sufficient for this purpose."

b) Documentation of Requests for Client Information

The following information shall be documented in the client's chart at the time of each release of information:

- i)** date and time of disclosure;
- ii)** situation requiring disclosure;
- iii)** information disclosed and/or documents provided;
- iv)** name, title, and agency of the person to whom the information was disclosed.

2. *Written Requests from Third Parties*

On occasion, the HOPWA Program may receive requests for information about the client. The Housing Specialist shall not release or exchange any client information or any client record material without the express written consent of the client, except in those exceptional circumstances delineated in Section E below.

a) Review Written Consent for Release of Information:

The Housing Specialist must carefully review the client consent form received with the written request for information. The consent form shall contain language in which the client expressly:

- i)** authorizes the City of Miami HOPWA Program and the HOPWA contracted agency by name to disclose client information;
- ii)** the party requesting the information is expressly named as the party to receive such information;
- iii)** that the type of client information requested is expressly listed in the signed consent form; and
- iv)** if the outside party is requesting the client's HIV/AIDS status or the basis for the client's eligibility for HOPWA, the consent expressly lists the client's HIV test results and HIV/AIDS status as information that may be disclosed to the party requesting the information.

b) Scope and Form of Disclosure

Upon receiving valid consent, the Housing Specialist shall use professional judgment and discretion in determining the type and amount of information to be released, and to whom. To the extent possible, a summary covering only the requested information shall be sent to the requesting party. The summary, and any client record material, shall contain, or be stamped with, the "Super-Confidentiality Warning Statement" (see ***Section D.1.a.*** above). A copy of the release received by the HOPWA agency shall accompany the confidential information to be disclosed. Furthermore, the release of information shall be

documented in the client's chart at the time of the release of information in accordance with *Section D.1.b.* above.

3. *Verbal /Telephone Requests*

HOPWA program staff shall not provide client information in response to verbal/telephone requests. Anyone making a verbal request for client information shall be advised that the request must be submitted in writing.

XIV. E. LIMITED CIRCUMSTANCES FOR DISCLOSURE WITHOUT CONSENT

1. *Exceptions to Prior Written Consent*

The following circumstances shall allow the Housing Specialist to disclose information without prior written consent from the client:

- a) Upon receipt of a court order, verified by the top executive for the entity subject to the order (i.e. Department Director or contracted agency's executive);
- b) In the event that program staff become subject to a significant exposure during the performance of professional duties. "Significant exposure" is defined in Section 381.004(2)(c) of the Florida Statutes.
- c) Following disclosure of the client's HIV/AIDS status by the client's medical provider at the time of application for HOPWA assistance, no additional written consent is required for the limited purposes of grant and contract reporting and audits among and between U.S. HUD, the City of Miami, as HOPWA Grantee, and contracted agencies, as sub-grantees and project sponsors.

2. *Documentation of Exceptional Circumstances*

The Housing Specialist shall document the following information in the event that exceptional circumstances demand release of confidential information without prior written consent from the client.

- a) date and time of disclosure;
- b) situation requiring disclosure;
- c) information disclosed;
- d) name, title, and agency of the person to whom the information was disclosed;
- e) reason why prior written consent could not be obtained.

XIV. F. CLIENT ACCESS TO HIS/HER RECORDS

1. *Rights of the client*

The client has the right to:

- a) review any portion of case record;
- b) have a legally authorized representative assist in reviewing records; and the home bound client may have a legally authorized representative review records for the client;
- c) request that copies of the records be made, at the client's expense;
- d) use such materials/records in any complaint or eviction proceedings.

2. *Terms and conditions:*

The client does not have the right to:

- a) demand to review their records immediately, without a prior appointment for this purpose;
- b) take original documents or case records from the offices of the City of Miami or a HOPWA-contracted agency, as these are the property of the City of Miami;
- c) review the case records except in the presence of provider personnel;
- d) review information deemed privileged or confidential under federal and state law.

Chapter XV

Equal Opportunity and Reasonable Accommodation

XV. A. EQUAL OPPORTUNITY

1. Non-Discrimination:

City, as grantee, and all agencies receiving HOPWA funding, shall comply with federal and local requirements for non-discrimination and equal opportunity. Discrimination against applicants and clients on the grounds of race, color, religion, gender, national origin, age, familial status, sexual orientation, and disability is strictly prohibited. In particular, the City of Miami and all agencies receiving HOPWA funds must comply with the applicable provisions of the Americans with Disabilities Act (42 USC 12101-12213) and implementing regulations at 28 CFR part 35 and 36.

2. Affirmative Outreach

The City shall adopt procedures to ensure that all persons know of the availability of the HOPWA program, including facilities and services accessible to persons with a disability. Documentation of implementation of the procedures is federally mandated.

XV. B. REQUESTS FOR REASONABLE ACCOMMODATION

1. Reasonable Accommodation

The City, as grantee, and all agencies receiving HOPWA funding shall provide reasonable accommodation to persons with disabilities as required under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (“ADA”). The City, and all agencies receiving HOPWA funds, must make reasonable modifications in its policies, practices, and procedures in order to accommodate individuals with disabilities. However, modification is not required if it would create an undue financial or administrative burden or would fundamentally alter the nature, services or operations of the HOPWA Program.

2. *Definitions*

- a) The term *disability* means one or more of the following:
- i) A physical or mental impairment that substantially limits one or more of the major life activities of an individual
 - ii) A record of such an impairment
 - iii) Being regarded as having such an impairment.
- b) A physical or mental impairment “*substantially limits*” a person in one or more of the “*major life activities*” if it causes substantial difficulty in a person’s ability to:
- See, hear, speak, or breathe
 - Learn, think, or read
 - Work, walk, or perform manual tasks
 - Care for himself or herself
 - Engage in some other “major life activity.”
- c) A *qualified individual with a disability*, with regard to services, means an individual with a disability who meets the essential eligibility requirements for the receipt of HOPWA services or the participation in HOPWA programs or activities and does not pose a direct threat to the health and safety of himself/herself or others with or without:
- i) Reasonable modifications to rules, policies, or practices
 - ii) The removal of architectural, communications, or transportation barriers
 - iii) The provision of auxiliary aids.
- d) The term *services* includes any services, programs, activities and financial assistance funded by HOPWA grant funds.
- a) The term *auxiliary aids* includes any auxiliary aids, benefits, or services provided by a HOPWA agency of the City of Miami.
- b) The term *direct threat* means a significant risk of substantial harm to the health or safety of others, as determined in an appropriate medical assessment, that cannot be eliminated or reduced to an acceptable level by a modification of policies, practices, or procedures, the removal of architectural, communications, or transportation barriers, or by the provision of auxiliary aids or services.
- c) *Undue hardship* means an action that would result in a fundamental alteration of HOPWA services or present an undue financial and administrative burden.

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- d)** *Reasonable modification* means:
- i)** A reasonable modification of a policy, practice, or procedure to avoid discrimination on the basis of disability, unless that modification would fundamentally alter the nature of the service
 - ii)** A method of making a service accessible or usable to a qualified individual with a disability, unless that method would result in a fundamental alteration of the service or an undue financial and administrative burden. Depending on the circumstances, such methods may include:
 - a)** Reassignment of service to accessible buildings or delivery of services at alternative sites;
 - b)** Home visits
 - c)** Alteration of existing facilities;
 - d)** Arrange for a third party payee to ensure that rent payments are made on time.
 - e)** Assisting the client to access services that cover the cost of and arrange for personal care attendants or cleaning services.
 - f)** Any other method that would result in making services readily accessible to and usable by qualified individuals with disabilities.
 - iii)** The provision of auxiliary aids for qualified individuals with disabilities, unless those aids would fundamentally alter the nature of the service or, where applicable, would constitute an undue financial and administrative burden. The following are examples of auxiliary aids:
 - a)** Qualified interpreters or other effective methods of making aurally delivered materials available to qualified individuals with hearing impairments
 - b)** Qualified readers, taped texts, or other effective methods of making visually delivered materials available to qualified individuals with visual impairments
 - c)** Acquisition or modification of equipment or devices
 - d)** Other similar services and actions
- i)** *Program accessibility* means that HOPWA services, when viewed in their entirety, must be readily accessible to and usable by qualified individuals with disabilities.

3. *Submitting a Request for Reasonable Accommodation*

An applicant or client may request reasonable accommodation at any time by completing and submitting a HOPWA Request for Reasonable Accommodation Form, accompanying by a HOPWA Verification of Need for Accommodation (both contained in *Form H45*), sworn to and signed by a medical professional responsible for the care of the client or applicant. The request shall describe the accommodation sought, the impairment that necessitates such accommodation, and how such accommodation will assist such person to participate in, or access, the HOPWA Program.

a) *Responsible Party – HOPWA Policies and Procedures:*

If the modification requested concerns HOPWA program policies and procedures reflected in this Manual or otherwise, the request for reasonable accommodation shall be directed to the Director of the City of Miami Department of Community Development.

b) *Responsible Party – Day-to-Day Agency Operations or Facility Access*

If the modification requested concerns the day-to-day operations of HOPWA provider agency or access to their facilities, the request for reasonable accommodation shall be directed to the Executive Director of the agency. Upon receipt of such request, the agency shall immediately forward a copy of the request to the attention of the Director of the City of Miami Department of Community Development and inform the Department Director of the agency's response to the request.

XV. C. ASSESSMENT OF REQUEST FOR REASONABLE ACCOMMODATION

Response to a request for accommodation must be made in writing within fifteen (15) business days of the receipt of the request. A reasonable accommodation request may seek changes or adjustments to rules, policies, practices or procedures which are followed or prescribed by the HOPWA Program, or physical modifications to a person's prospective or current apartment or other part of the housing site, including assistive technology. (Note: responsibility for physical modification to the housing premises under the ADA generally falls on the property owner). A reasonable accommodation request may also seek the allowance of retroactive relief (e. g., reinstatement of an individual with a disability to the waiting list in the event that he or she did not respond to a notice for reasons related to the disability.)

1. *Requirements That Must Be Met*

A request for reasonable accommodation shall be granted when the following three requirements are met:

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- a) the subject of the request is a qualified "individual with a disability", as defined above;
- b) the requested accommodation is necessary, because of the disability, to provide an equal opportunity to use and enjoy the housing.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability (see *Joint Statement of the Department of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act, May 14, 2004*); and.

- c) the requested accommodation is reasonable. A request shall be considered "reasonable" if it does not create an undue financial and administrative burden or constitute a fundamental alteration in the nature of the housing program.

2. *Additional Guidance:*

- a) Unless the HOPWA Program can identify specific reasons for doing otherwise, it shall accept the judgment of an individual with a disability, as independently verified by the individual's health care provider, that a requested accommodation is: (i) appropriate for and related to his or her disability, (ii) necessary for an equal housing opportunity, and (iii) reasonable (see further guidance below for analysis of reasonableness). In determining whether reason for denial exists, the HOPWA Program may obtain verification of the reasons advanced for the requested accommodation, and may also seek advice from qualified professionals on alternative methods of accommodating the individual's needs.
- b) The factors which shall be considered in determining whether a requested accommodation would create an undue financial and administrative burden on the HOPWA Program are: (i) the nature of the accommodation; (ii) the cost of the accommodation; (iii) the City of Miami HOPWA Program's financial and administrative resources (or that of the community-based agency); (iv) the size of the housing program; (v) the type of unit or facilities involved; and (vi) the possibility of recouping costs from another source.
- c) In determining whether a requested accommodation would cause a fundamental alteration in the nature of the housing program, the HOPWA Program shall consider whether the accommodation sought would require it to conduct activities which extend beyond the scope of its primary purpose, i.e., to provide tenant-based rental subsidies to low income persons with HIV/AIDS and to assure that residents comply with their lease obligations, and the practical components necessary to achieve that purpose. For example, a LTRA participant's request for the HOPWA Program to provide child care, nursing services or other services not directly related to rental

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assistance would constitute a fundamental change in the nature of the program provided. If granting the requested accommodation would constitute a fundamental alteration in the housing program, the HOPWA Program may deny the request.

- d)** The determination of whether a requested accommodation constitutes an undue financial and administrative burden or a fundamental alteration in the housing program shall be made on an individual case basis, taking into consideration the circumstances and resources available at the time of the decision. The fact that granting an accommodation for one person could set a precedent that other requesters might follow shall not constitute a sufficient basis for determining that a particular accommodation constitutes an undue financial and administrative burden or fundamental alteration in the program.
- e)** If granting a requested accommodation would create an undue financial and administrative burden, the HOPWA Program shall comply with the request to the extent it can do so without undergoing undue burden(s).
- f)** The HOPWA Program must establish that any alternative accommodation it proposes, if the requestor's proposed accommodation cannot be approved under the criteria above, is effective in removing the barriers to a disabled person's equal housing opportunity. If there are several different accommodations that would be effective in meeting the need of the disabled person, the HOPWA Program may select the option which is most convenient and cost effective, assuming there is no significant detrimental impact on the person requesting the accommodation that directly relates to her/his disability if the HOPWA Program selects the alternative accommodation.
- g)** If a requested accommodation is unlikely to provide the disabled individual with an equal opportunity to use and enjoy the housing, the HOPWA Program need not grant that accommodation.
- h)** If a disabled individual's requested accommodation would, based on objective evidence, pose a direct threat to the health or safety of others or result in substantial physical damage to the property of others, the HOPWA Program need not grant the accommodation.
- i)** Under certain circumstances, federal laws specifically exclude or exempt an individual with a disability from their protection, and thus allow the denial of admission to or termination of tenancy of an individual with a disability. One of the following conditions must apply:

 - i)** The individual's tenancy would pose a direct threat to the health or safety of others, and reasonable accommodation would not eliminate that threat; or

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- ii) The individual's tenancy would result in substantial damage to the property of others, provided that a reasonable accommodation would not eliminate the threat; or
- iii) The individual is not "otherwise qualified" because the resident does not meet the essential eligibility requirements for the program; such as being low income or having an AIDS diagnosis;
- iv) The individual has been convicted by any court of the illegal manufacture or distribution of drugs; or
- v) The individual is a current illegal drug user.

In order to exclude a person on the basis of threat to health or safety, it is necessary to show how the particular person living in a building would pose a direct threat or substantial risk of harm to others. Such a claim must be based on objective evidence rather than on generalized assumptions, subjective fears, and/or speculations. It should be founded on a history of actions by an applicant or resident, provided that there have not been changes in the meantime which make it likely that such actions would not recur. Also, if a reasonable accommodation could eliminate or sufficiently reduce the risk to health or safety, that accommodation must be provided. However, if it can be shown that no reasonable accommodation is possible to lessen the risk of harm, then no accommodation is necessary. Significant past threats to property or property damage by a resident who is an individual with disability, including threats or damage which result from a person's disability, may be reason to deny admission or to terminate tenancy, provided there have been no changes which would make it likely that such actions would not recur, and there is no reasonable accommodation requested which could reduce damage to a reasonable level. This exclusion does not apply to normal wear and tear to a unit which might be expected from a resident's disability, such as the nicking of walls and door frames from a wheelchair.

An individual who is not currently using drugs but has a history of illegal drug use is protected by the laws. The exclusion from protection based on current illegal use of drugs applies to a person whose illegal use of drugs occurred recently enough to justify a reasonable belief that the person's use is current. If such a reasonable belief exists, the HOPWA Program may terminate a tenancy or deny the applicant admission even if the person is an individual with a disability. Therefore, the HOPWA Program must make a reasonable judgment, based on the specific facts relating to the individual, which determines whether he or she is excluded from protection because of current illegal use of drugs. If a person has a history of illegal drug use, is not currently using illegal drugs, and has either successfully completed a drug rehabilitation program or is participating in a drug treatment program or self-

help group or has otherwise been rehabilitated successfully, then it is clear that he or she is not a current illegal drug user.

3. *Filing a Grievance*

The decision of the responsible party (or failure to make a decision within fifteen business days) that a requested modification would constitute an undue financial and administrative burden or result in a fundamental alteration of the nature of the service may be appealed through the HOPWA grievance process.

XV. D. ACCOMMODATING JUSTIFIED ABSENCES FROM ASSISTED HOUSING

1. *Absences from Assisted Housing Unit Due to Hospitalization or Residential Treatment*

The HOPWA Program recognizes that clients may, from time to time, experience extended hospital stays. The HOPWA Program also strongly encourages clients to seek appropriate substance abuse and/or mental health treatment. The HOPWA Program recognizes that appropriate treatment may require clients to enter into residential substance abuse or mental health treatment.

2. *Accommodation of Extended Absence:*

HOPWA Program rules treat a failure to reside on the assisted premises for a period exceeding thirty (30) consecutive days as abandonment of the assisted unit and, therefore, a Class I program violation leading to immediate program termination. To accommodate persons in need of extended hospitalization or residential treatment, the HOPWA Program will recognize this as a justified period of absence if the client complies with the following request for accommodation and notice requirements. Absences up to one-hundred and twenty (120) days can be approved.

3. *Request for Accommodation and Notice Requirements:*

a) *Advanced Notice:*

If advanced notice is possible, clients must submit a Request for Reasonable Accommodation, with the accompanying medical verification form. The Program shall rely upon the client's medical or treatment provider's sworn statement regarding the duration of the justified absence.

i) *Residential Treatment with Waiting Lists:*

Clients shall be required to submit the Request for Reasonable Accommodation at the same time that they are placed on a waitlist for residential treatment. The client must notify their Housing

Specialist within seventy-two (72) hours of being admitted to the residential facility in order to preserve approval of an extended absence from their assisted housing unit. The client must also consent to exchange information between the client's Housing Specialist and residential treatment program in order to protect the client's continued housing assistance.

b) Emergency Hospitalizations or Residential Treatment Admissions

If advanced notice is not possible due to emergency hospitalizations or residential treatment admissions, the client must submit the Request for Reasonable Accommodation no later than the fifteen (15th) day of the client's absence from the assisted housing unit.

4. Landlord Notification and Adjustments to Client's Share of the Rent

- a) The client must also notify the landlord of the approved absence and continue to pay his or her portion of the rent while absent to ensure that the landlord does not move to evict on the basis of abandonment;
- b) If the client anticipates a change in income due to treatment (i.e. treatment program fees), the client may ask, as a reasonable accommodation, for an adjustment to program rent during the period of treatment. The program will require documentation of fees from the treatment facility

XV. E.

LANDLORDS AND FAIR HOUSING

1 Fair Housing Practices:

Most if not all landlords renting units to HOPWA clients are also subject to fair housing requirements. The client may be threatened with eviction for disability-related issues that could be resolved through reasonable accommodation. For example, a prohibition against pets may be overcome by the need to accommodate a client's reliance on an animal for assistance with daily living activities. Proposed eviction on the basis that a client's housekeeping or personal hygiene practices pose a threat to the health, safety or right of peaceful enjoyment of others also may be a violation of the disability laws if the landlord refuses to accept home-based services as a reasonable response to the situation.

2 Responding to Discrimination on the Basis of Disability:

A Housing Specialist can respond as follows:

- a) Advocate for reasonable accommodation if warranted. If efforts to ensure reasonable accommodation by the landlord become futile and eviction proceeds, assist the client in relocating while the client pursues legal recourse against the landlord.

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- b) Refer the client for legal assistance if evicted, or threatened with eviction by the landlord; and notify the City of Miami of landlords who demonstrate discriminatory practices.

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Chapter XVI

Termination Practices

Assistance to participants who reside in housing programs under this grant may be terminated if the participant violates program requirements or conditions of occupancy. Grantees must ensure that supportive services are provided so that a participant's assistance is terminated only in the most severe cases. 24 C.F.R. 574.330

The federal regulations which govern the HOPWA program recognize the importance of keeping persons with AIDS housed and emphasize that participants should be terminated only for serious or persistent violations, after intermediate steps have been exhausted.

XVI. A. CLIENTS' RIGHTS OF DUE PROCESS

1. *Federal Regulations*

The federal regulations which govern the HOPWA program require that clients receive due process under the law when their assistance is being terminated. According to the regulations, minimum due process includes:

- a) Serving the client with a written notice containing a clear statement of the reasons for termination;
- b) Allowing the client to have a review of the decision in which the client can present written objections to a person other than the person (or a subordinate of that person) who made the decision to terminate;
- c) Providing the client with a prompt written notification of the final decision.

2. *Providing Clients With Due Process Under the HOPWA Program*

- a) **During the period of time in which the client is involved in an appeal of the termination decision, his/her assistance shall not be terminated. The client's housing assistance payments may be stopped only after the entire HOPWA grievance process has been concluded, and the decision to terminate assistance is upheld and communicated to the client in writing.**

- i) Due process rights further require that clients have access to a timely, impartial grievance process. Clients may request that the City convene a grievance hearing. The grievance process is explained in *Chapter XVII* below.

XVI. B. GROUND FOR TERMINATION

Clients may be terminated from the City of Miami HOPWA program for the following grounds.

1. Class I Program Violation

A Class I Program Violation is a serious program violation which impacts the integrity of the housing program as set forth below. A Class I violation will result in immediate program termination:

- a) Commission of fraud, bribery or any other corrupt or criminal acts in connection with any federal housing program. Such acts include failure by false statement, misrepresentation, impersonation, or other fraudulent means to disclose a material fact used in making a determination as to the client's eligibility to receive services.
- b) Failure to locate housing within required search period per *Chapter VII* herein or failure to move into an approved unit within seven (7) calendar days of the City's Move-In Authorization.
- c) Abandonment of assisted unit, defined as a failure to reside on the assisted premises for a period exceeding thirty (30) consecutive days, except in cases where the client is hospitalized or placed into residential substance abuse or mental health treatment (see *Chapter XV* for policies and procedures governing extended absence from assisted unit as reasonable accommodation).
- d) Moving into a new apartment unit without program authorization (see *Chapter VIII* for policies governing move authorization).
- e) The program recognizes that friends and family may occasionally visit. A family member or friend whose stay in an assisted unit exceeds thirty (30) days will be considered a member of a household, either a family member or roommate, and will trigger recertification. The client must report this change in the household. ***Failure to report a change in household will be deemed an act of fraud and a Class I Violation, resulting in immediate termination.***
- f) Generally, three (3) Class II program violations in a period of 12 months constitute grounds for immediate program termination. An exception applies to tenant-caused damages to an assisted unit. The first time that a

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client, or member of his or her household, causes damage to the HOPWA-assisted unit (i.e. not ordinary normal wear and tear) that results in the landlord retaining any of the City's cash security deposit or resulting in a payment under a security deposit guaranty will be treated as a Class II violation, which will remain on record for the duration of the client's participation in the LTRA Program. The client still retains the privilege of security deposit assistance as described in *Chapter VIII* if moving to a new unit. ***The second time damage is caused by a client or member of his or her household, which results in repair costs in excess of the tenant's share of the deposit for repairs, it will be treated as a Class I violation resulting in immediate program termination.***

- g)** Threatening or abusive behavior toward personnel (or others at the HOPWA provider agencies), neighbor(s) or the landlord. Threats of violence may be verbal or non-verbal and can occur explicitly or implicitly. When the behavior constitutes a legitimate threat of violence to themselves or others, immediate termination is warranted.
- h)** Commission of drug-related or violent criminal activity by client, any member of the household, guests or any person under the client's control. Criminal and drug-related activity leading to termination are defined as follows:
 - i)** Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
 - ii)** Any violent criminal activity or drug-related criminal activity on or near the premises.

2. *Class II Program Violation*

A Class II Program Violation is a violation of any other program rule or client obligation including, but not limited to those listed below. Assistance will be terminated upon persistent violation of program rule(s) or obligation(s). Repeated violation of program rules or obligations undermines the functioning of the program and constitutes abuse of the program by the client. Therefore, assistance will be terminated upon three (3) documented incidents of any program violation (need not be the same repeated program violation) within a twelve month period even if the client took corrective action to cure one or more of these violations (unless expressly noted otherwise in the HOPWA Manual).

- a)** Failure to notify the provider of a change in income (increases of \$200 or more a month) or household composition within fifteen (15) days of the event.
- b)** Failure to notify the provider of any change in circumstances in order to obtain or continue to receive benefits within fifteen (15) days of the event.

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- c) Failure to maintain current information on file as required or to cooperate in submitting required documentation/information within fifteen (15) days of program's request.
- d) Failure to attend HOPWA Program appointments, except in the documented case of illness or other extenuating circumstances. Failure to attend re-certification appointments or provide access for annual inspections will result in termination upon second occurrence.
- e) Failure to enroll and remain engaged in case management services.
- f) Failure to apply for benefits in accordance with the HOPWA Program rules.
- g) Failure to maintain monthly contact with the HOPWA Program.
- h) Failure to cooperate with quarterly home visits and/or housing stability assessments and planning.
- i) Failure to make timely payment of the client's required portion of the rent or comply with other tenant obligations, including the obligation to provide the landlord with notice of their intent to move upon expiration of the lease at least thirty days in advance or earlier as may be required under the lease.;
- j) The first time that a client, or member of his or her household, causes damage to the HOPWA-assisted unit (i.e. not ordinary normal wear and tear) that results in the landlord retaining any of the City's cash security deposit or resulting in a payment under a security deposit guaranty will be treated as a Class II violation, which will remain on record for the duration of the client's participation in the LTRA Program. ***The second time damage is caused by a client or member of his or her household, which results in repair costs in excess of the tenant's share of the deposit, it will be treated as a Class I violation resulting in immediate program termination.***
- k) Verbal abuse directed toward HOPWA personnel (or others at HOPWA provider agencies), neighbor(s) or the landlord. Such abuse consists of repeated use of offensive speech, particularly speech that directly insults the listener. Verbal abuse constitutes grounds for dismissal when the offensive speech continues or is repeated after at least two direct requests to the client to refrain from such behavior. If the verbal abuse constitutes a threat of violence, it shall be treated as a Class I violation.
- l) Harassment consisting of unwarranted and unwelcome contact of any nature (including phone or face-to-face) after the client has been explicitly advised to cease the harassing contacts. If the harassment occurs in a way that constitutes a threat of violence, then such behavior shall be treated as a Class I violation.

3. *Death of Client*

HOPWA rental assistance terminates immediately upon the death of the client, unless survived by member(s) of the family who were listed on the HOPWA application and residing with the client in the assisted unit at the time of his or her death. Such surviving family members are afforded a grace period of rental assistance as set forth in *Chapter III*.

4. *Exhaustion of Grace Period for Surviving Family Members*

Assistance terminates upon the exhaustion of the grace period afforded surviving family members unless the household no longer becomes income eligible prior to expiration of the grace period.

XVI. C. HOPWA PROGRAM DOCUMENTATION OF CLASS I VIOLATIONS

1. *Documentation of Class I Violation*

The program violation shall be documented in the client's case notes in detail, including efforts to resolve the matter with the client. Independent evidence and/or documentation shall also be secured for the file.

2. *Evidence Required:*

Class I violations must be substantiated by independent evidence, as follows:

- a) Police report indicating behavior by any household member, guest or anyone within the client's control which threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
- b) Police report, arrest or conviction for drug-related criminal activity of any household member, guest or anyone within the client's control;
- c) Witnesses, including but not limited to the landlord, who are willing to attest to the behavior of the client, any household member, guest or anyone within the client's control or facts evidencing fraud on the part of the client;
 - i) Note: The landlord's word alone does not constitute evidence of a Class I program violation (except in the case of apartment abandonment or unauthorized moves). When using a witness such as the landlord to terminate assistance, the provider should include additional witnesses and documentation because the landlord's word standing alone will not constitute sufficient evidence to substantiate a termination (except in the case of apartment abandonment or unauthorized moves).

- ii) The client shall have the opportunity to present witnesses to testify on his/her behalf.
- iii) If allegations of criminal/drug-related activity are involved, the provider must be aware that PWAs often require intravenous treatments and medications taken by syringe. Medical supplies required by a PWA may be mistaken as drug paraphernalia by a lay person.
- d) Any other relevant documentation that substantiates a Class I violation.

3. *Termination of Assistance to be Issued by the City of Miami Following Review of Housing Specialist Recommendation*

Upon thorough documentation of the violation, the HOPWA provider shall forward a recommendation for termination to the City of Miami in the form of a completed Termination Notice (see *Appendix A*), along with a complete copy of the client's case file. At its sole discretion, the City of Miami will make a determination whether to terminate based on the documentation provided. Upon making a determination to terminate, the City of Miami will issue the Notice of Termination directly to the client, with copy to the HOPWA provider. The Notice of Termination must comply with the requirements set forth below (see *subsection XVI.E*).

a) *Criminal Act Conducted by Household Member Other than Client.*

In deciding to terminate for criminal activity conducted by a household member other than the client, the City of Miami shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the effect that the termination of assistance to the household would have on household members not involved in the criminal activity, extent of participation by family members, and the willingness of the head of household to remove or separate from the wrongdoing household member(s) as a condition of continued assistance. In appropriate cases, the City of Miami may permit continued assistance to the client and may impose a condition that family members who engaged in the proscribed activity will not reside in the assisted unit.

XVI. D.

HOPWA PROGRAM RESPONSE TO CLASS II VIOLATIONS

1. *Initial Response to Class II Program Violation and Client's Corrective Action*

Prior to initiating termination upon a Class II violation, the HOPWA provider shall provide the client with:

- a) Written notice;

- b) verbal consultation; and
 - c) the opportunity for corrective action.
2. *Documentation of Program Violation and Client Response*
- a) The program violation shall be documented in the client's case notes in detail. Independent documentation where applicable should also be secured (i.e. documentation by landlord that the client has not been paying his/her required portion of the rent).
 - b) All efforts to resolve the matter with the client also shall be documented in the client's case file. Documentation of efforts shall include records of verbal interactions with client about the violation, copies of written warnings, including the warning of the possibility of termination, and other material as may be relevant.
 - c) The client's efforts to make corrective action, or lack thereof, shall be documented in the client's case file.

3. *Termination of Assistance*

a) *Upon Client's Failure to Take Corrective Action*

Once efforts made to secure the client's program compliance have been exhausted and fully documented, the HOPWA provider shall initiate termination of assistance by forwarding a recommendation for termination to the City of Miami in the form of a completed Termination Notice (see *Appendix A*), along with a complete copy of the client's case file. At its sole discretion, the City of Miami will make a determination within forty-eight (48) hours of the receipt of the recommendation whether to terminate based on the documentation provided. Upon making a determination to terminate, the City of Miami will issue the Notice of Termination directly to the client, with copy to the HOPWA provider. The Notice of Termination must comply with the requirements set forth below under Section E of this chapter.

b) *Upon Client's Repeated Class II Program Violations*

Repeated violation of program rules or obligations undermines the functioning of the program and constitutes abuse of the program by the client. The client's assistance may be terminated upon three (3) documented incidents of program violation (need not be the same repeated program violation) within a twelve month period even if the client took corrective action to cure one or more of these violations. The HOPWA provider shall initiate termination of assistance as set forth above in subsection (a).

4. *Termination from HOPWA Does Not Mean Relinquishing Rental Unit*

Because the decision to terminate HOPWA housing assistance is a consequence of a client's violation of HOPWA program rules, a client may remain in the rental unit after the termination of HOPWA assistance, consistent with the lease, as long as he/she is able to pay the rent and is complying with the other terms of the lease.

XVI. E. TERMINATION NOTICES

All termination notices shall be in writing and shall contain the following elements:

1. The notice shall inform the client that his or her assistance under HOPWA is being terminated, the effective date of termination and that the HOPWA Program will provide only one more month of rental assistance (or one more mortgage or utility payment in the case of emergency assistance).
2. The notice shall specify that a grievance may be initiated with the City of Miami within ten (10) business days of the date of the termination notice.
3. The notice will provide a detailed explanation of the reason for termination. The explanation shall include the reason for termination, i.e. the incident(s) which led to the decision to terminate, the time and date of the incident(s) and the type of supporting evidence the landlord or provider has with regard to the incident(s) (witnesses, case file documentation, police/incident report, etc.). The notice will state that the client has a right to a hearing.
4. The notice will describe the grievance hearing process to be convened by the City.
5. The notice will instruct client how to request a hearing at the City of Miami in order to initiate the process and will clearly state the deadline for submitting the grievance form.
6. The notice will state that the client has a right to be represented by an attorney or advocate during the entire grievance process.
7. The notice will state that the client has a right to review his/her file at the provider agency, as well as any documentation supporting the provider's decision to terminate the client's HOPWA housing assistance.
8. The notice shall explain that in the event that the client appeals the termination decision and the grievance process is not completed within the remaining one month of assistance, HOPWA assistance will continue until the grievance process is completed.
9. The notice shall be sent regular and certified mail, return receipt requested, to the most current mailing address on file for the client, as provided by the client per program requirements.

XVI. F. EFFORTS TO SECURE CLIENT’S PROGRAM COMPLIANCE - SPECIFIC EXAMPLES

1. Recertification – Failure to Appear for Appointment

	Program Response to Failure to Comply with Recertification
90 Days from Re-Certification Deadline	<i>Re-certification Notice is sent to the client, providing 15 days of advance notice of the scheduled appointment.</i>
75 Days	<p><i>Client fails to make appointment or contact Housing Specialist to re-schedule.</i></p> <ol style="list-style-type: none"> 1. On that day, a certified letter is to be sent to the client noting the client’s failure to attend the appointment or reschedule the appointment; setting a new appointment 15 days from the date of the letter and providing notice that assistance will be subject to termination if the client fails to meet with the Housing Specialist. 2. The following contact efforts are to be made until contact is accomplished or methods of attempted contact below are exhausted: <ol style="list-style-type: none"> a. Two phone contact attempts b. Call to case manager c. Home visit
60 Days	<p><i>Client fails to keep second appointment or re-schedule appointment.</i></p> <ol style="list-style-type: none"> 3. The HOPWA Provider will forward a recommendation to terminate to the City of Miami, along with a complete copy of the client’s file. 4. Upon making a determination to terminate, at its sole discretion, the City of Miami will send the client a certified Termination Notice (for “Failure to Appear”) (with copy to landlord and provider) informing client that (a) he or she failed to respond to two written notices of a re-certification appointment and all other attempts to contact the client; (b) termination of assistance will take place following one final month of assistance; (c) he or she may appeal the termination decision within ten business days of the date of the Termination Notice; and (d) other information as required.
50 Days	<p><i>Client must appeal within 10 days of Termination Notice</i></p> <ol style="list-style-type: none"> 5. If the client files an appeal, the termination process is placed on hold and the client will continue to receive assistance until the grievance process is completed. 6. If the client does not file a timely appeal, assistance will terminate after one more final month of assistance.
30 Days from Re-certification	<i>If no appeal is filed or grievance process is completed without a change in outcome, termination takes effect.</i>

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Deadline	
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2. Failure to Maintain Monthly Contact

	Program Response to Failure to Maintain Monthly Contact
Contact initiated during first 10 days of the month.	<p><i>The following monthly contact efforts are to be made until contact is accomplished or methods of attempted contact below are exhausted:</i></p> <ol style="list-style-type: none"> a. Two phone contact attempts b. Call to case manager c. Home visit
10th Day	<p><i>No contact is made.</i></p> <ol style="list-style-type: none"> 1. Certified Letter notifying client of attempts to contact, reminding client of obligation to make monthly contact with program and providing notice that failure to contact program within 10 days will result in termination of assistance.
15th Day	<p><i>No response from client</i></p> <ol style="list-style-type: none"> 2. Certified letter to landlord (with copy to client) notifying landlord of program’s difficulty in reaching client and reminding landlord of its obligation to immediately report the client’s move from the unit or death of the client.
	<p><i>No response from client or information pertaining to his or her whereabouts (i.e. hospitalization).</i></p> <ol style="list-style-type: none"> 3. The HOPWA Provider will forward a recommendation to terminate to the City of Miami, along with a complete copy of the client’s file. 4. Upon making a determination to terminate, at its sole discretion, the City of Miami will send the client a certified Termination Notice (for “Failure to Contact Program”) (with copy to landlord and provider) informing client that (a) he or she failed to maintain monthly contact with the program by not responding to written notice and all other attempts to contact the client; (b) termination of assistance will take place following one final month of assistance; (c) the client may appeal the termination decision within ten business days of the date of the Termination Notice; and (d) other required information.
30th Day	<p><i>Client must file appeal within 10 days of Termination Notice</i></p> <ol style="list-style-type: none"> 5. If the client files an appeal, the termination process is placed on hold and the client will continue to receive assistance until the grievance process is completed. 6. If the client does not file a timely appeal, assistance will terminate after one more final month of assistance.

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50th Day	<i>If no appeal is filed or grievance process is completed without a change in outcome, termination takes effect.</i>
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3. Failure to Provide Information or Documentation

	Program Response to Failure to Provide Information or Documentation
1st Day	<i>Client asked to provide information or documentation within 15 days.</i>
15th Day	<p><i>Client fails to provide the requested information or documentation.</i></p> <ol style="list-style-type: none"> 1. Certified Letter notifying client of request for information or documentation is to be sent, reminding client of obligation to provide information upon request and providing notice that failure to provide requested information or documentation within 15 days will result in termination of assistance. 2. A phone call is to be placed with the client to remind the client of the request for information or documentation and that the client must respond within 15 days to avoid termination.
30th Day	<p><i>Client fails to provide the requested information or documentation.</i></p> <ol style="list-style-type: none"> 3. The HOPWA Provider will forward a recommendation to terminate to the City of Miami, along with a complete copy of the client’s file. 4. Upon making a determination to terminate, at its sole discretion, the City of Miami will send the client a certified Termination Notice (for “Failure to Provide Information”) (with copy to landlord and provider) informing client that (a) he or she failed to provide requested information or documentation and failed to respond to additional requests; (b) termination of assistance will take place following one final month of assistance; (c) the client may appeal the termination decision within business days of the date of the Termination Notice; and (d) other required information.
40th Day	<p><i>Client must file appeal within 10 days of Termination Notice</i></p> <ol style="list-style-type: none"> 5. If the client files an appeal, the termination process is placed on hold and the client will continue to receive assistance until the grievance process is completed. 6. If the client does not file a timely appeal, assistance will terminate after one more final month of assistance
60th Day	<i>If no appeal is filed or grievance process is completed without a change in outcome, termination takes effect.</i>

XVI. G.

CONSEQUENCES OF EVICTION

Termination from the HOPWA program is separate and distinct from eviction by the landlord. A landlord may have reasons for evicting a client -- justifiable or otherwise -- which differ substantially from termination of HOPWA assistance due to a breach of program requirements. In the administration of HOPWA services, it is important that termination and eviction be carefully differentiated.

1. *Eviction by the Landlord*

A HOPWA client may be evicted by the landlord, in accordance with state and local laws governing evictions, for violating a provision of the lease agreement. However, HOPWA assistance may not be terminated unless HOPWA program rules are violated. Unless there is a documented Class I or Class II violation which warrants termination at the same time an eviction takes place, it is the responsibility of the HOPWA provider to continue the client's assistance.

a) *No Program Involvement in Eviction:*

If a landlord chooses to initiate eviction proceedings, this shall occur without involvement from the HOPWA provider. The role of the HOPWA provider, as an advocate for the client, precludes any involvement with eviction proceedings initiated by the landlord.

b) *Provider Prohibited by Law from Giving Legal Advice*

Under no circumstances should the provider give the client legal advice regarding eviction. This could lead to liability for the provider. The unlawful practice of law is illegal in the State of Florida.

i) *Referral for Legal Assistance*

When a client has received an eviction notice, summons, or complaint from the landlord, the client can be referred to Legal Services of Greater Miami, Inc., other legal services provider(s) funded under Ryan White or HOPE, Inc.

c) *Upon Eviction Action - Rent Payment to the Court Registry*

If an eviction action has been filed, the client shall deposit his or her portion of the rent in the court registry. Failure to deposit the rent in the court registry could result in an automatic default judgment being entered against the client.

d) Relocating the Client

Depending on the outcome of the eviction proceedings initiated by the landlord, it may be necessary for the HOPWA provider to make arrangements for the client to move and continue the assistance elsewhere. This is the case as well if a program violation has resulted and termination has been initiated, however, the grievance process has not been completed.

2. Landlord Allegation of Program Violation

When a HOPWA provider is notified by a landlord that a client is alleged to be in violation of HOPWA program rules, the landlord's word must not be taken as fact. The HOPWA provider shall proceed independently to substantiate any activity which may constitute a violation of HOPWA program rules; that is, *if*, in the provider's professional judgment, the allegations warrant follow-up the agency.

The HOPWA provider shall honor the client's rights to confidentiality, nondiscrimination, and due process in addressing any alleged program violation.

XVI. H.

CONSEQUENCES OF TERMINATION

1. Client Cleared of Criminal Charges

A client terminated from the program due to criminal behavior or activity may be re-admitted to a HOPWA assistance program upon submission of court documents demonstrating that the client was acquitted, or cleared, of all charges related to the incident that led to termination. However, re-admission shall be contingent upon availability of program funds and client's program eligibility at the time of a request for re-admission.

2. Client No Longer in Isolation for Treatment of Tuberculosis:

Program rules prohibit a client's absences from an assisted unit for more than thirty days. Clients may request reasonable accommodation in the event of residential medical, mental health or substance abuse treatment. Due to limited program resources and community need, such absence may not in any event exceed 120 days. A client who must undergo court-ordered medical isolation and treatment for Tuberculosis (TB) under FS 392.51 for a period greater than 120 days may be re-admitted to the HOPWA LTRA assistance program upon submission of medical documents demonstrating that the client is cured and documenting the period of such institutional treatment. Similarly, a former client who required long-term hospitalization or nursing home care for more than 120 days may request re-admission to the program upon submission of medical

documents demonstrating their ability to maintain independent living (with attendant care if necessary) .

The former client must request re-admission to the LTRA Program within thirty days of medical discharge. Re-admission shall be contingent upon availability of program funds and client's program eligibility at the time of a request for re-admission.

3. *Terminations Precluding Re-application for HOPWA Assistance*

Clients terminated from the program on the following grounds shall be deemed ineligible to re-apply, or be re-admitted for, HOPWA program assistance:

- a)** A client terminated from the program or any other Federally assisted housing program on the basis of fraud or misrepresentation in connection with a Federally assisted housing program.
- b)** The client owes monies to the City of Miami under a repayment agreement between the City of Miami and the client.
- c)** The client was terminated from the HOPWA Program or any other federally-assisted housing for drug-related criminal activity within the last three years.
- d)** If the grounds for termination were related to illegal use of controlled substance or a pattern of illegal use of controlled substance or pattern of abuse of alcohol that interfered with the health, safety, or right to peaceful enjoyment of the premises by other resident, the former client must demonstrate to the City of Miami's satisfaction that they are no longer engaging in illegal use of a controlled substance or abuse of alcohol through one of the following means:
 - i)** The former client has successfully completed a supervised drug or alcohol rehabilitation program.
 - ii)** The former client has otherwise been rehabilitated successfully.
 - iii)** The former client is participating in a supervised drug or alcohol rehabilitation program.

Chapter XVII

Grievance Process

In terminating assistance to any HOPWA program participant, grantees must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process at a minimum must consist of:

- (1) Serving the participant with a written notice containing a clear statement of the reasons for termination;
- (2) Permitting the participant to have a review of the decision, in which the participant is given the opportunity to present written objections before a person, other than the person (or a subordinate of that person) who made or approved the termination decision; and
- (3) Providing prompt written notification of the final decision to the participant.

24 CFR 574.310

XVII.A. SCOPE AND PURPOSE

It is the policy of the City of Miami to consistently respond with diligence to concerns voiced by clients, landlords, and other interested parties about the administration of the HOPWA Program or local policy issues regarding the HOPWA Program.

Concerns regarding local policy issues may be directed first to the City of Miami and then to the Partnership through the Housing Committee, as the local advisory body to the HOPWA Program.

Concerns and/or grievances regarding decisions which affect a client's eligibility, amount, or length of time, of assistance, and/or termination of assistance for program violations as well as the treatment of a client by a provider, shall be directed to the City of Miami. Clients of project-based programs must first exhaust grievance processes offered by the project sponsor.

The HOPWA Grievance Process provides for fair and impartial review at a grievance hearing convened by the City and be presided over by a hearing officer.

1. Federal Guidelines

The federal regulations governing the HOPWA program require that the client be provided with access to a formal process which recognizes:

- a) the client's right to appeal, and
- b) the client's right to due process of law.

Federal regulations further specify that this process at a minimum must consist of:

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- c) serving the client with a written notice containing a clear statement of the reasons for the determination;
- d) allowing the client to examine the case file, and all accompanying documentation and evidence;
- e) permitting the client to have a review of the decision, with the opportunity to present written objections before a person, other than the person (or a subordinate of that person) who made or approved the termination decision; and
- f) providing prompt written notification of the final decision to the client.

2. *Applicability*

The Grievance Process shall apply to any decision by a HOPWA provider which may adversely affect the client's eligibility for assistance, including denial of recertification for LTRA and termination of HOPWA assistance for program violations. The client will be provided with the opportunity for a formal review at a grievance hearing convened by the City. Decisions which may be appealed include, but are not limited to:

- a) denial of listing on a HOPWA provider waiting list;
- b) denial of eligibility to participate in the HOPWA program;
- c) denial of a request for reasonable accommodation;
- d) denial of recertification for long-term housing assistance;
- e) termination of assistance for program violations.

XVII.B.

GRIEVANCE HEARING CONVENED BY THE CITY

1. *Grievance Officer*

The grievance hearing shall be convened by the City and presided over by a hearing officer who meets the qualifications set forth in *Appendix E* and, at a minimum, is:

- a) knowledgeable regarding federal and City of Miami HOPWA program regulations; and
- b) unfettered by any financial or personal relationship to the complainant or the aggrieved agency, meaning:

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- i) the person (or a subordinate of that person) who made, or approved, the HOPWA Program determination or decision subject to the grievance;
- ii) persons who have any financial, personal or professional relationship to the complainant or financial, personal or professional interest in the outcome of the grievance; or
- iii) persons who have any financial, personal or professional relationship to the community-based agency who made the eligibility determination or assisted, or is assisting, the complainant.

2. *Written Request: HOPWA Grievance Form*

In order to initiate this grievance hearing process, the client shall complete the HOPWA Grievance Form (*Form H53*), available directly from the HOPWA providers or from the City of Miami.

a) Notification of Representation:

If known at the time of filing, the client shall provide the City of Miami with notice of representation by legal counsel or an advocate, by listing such person's name, mailing address and phone number on the Grievance Form and making certification on the Form that the client has authorized such person to represent the client in the grievance proceedings.

3. *Receipt of the HOPWA Grievance Form*

Unless there is good cause for delay, a completed HOPWA Grievance Form must be postmarked, or received at the City, within ten (10) business days of the date of the Notice of Termination.

If filed after that time, the grievance must be accompanied by a written explanation for the delay. The City of Miami, at its sole discretion, shall decide whether the client had good cause for filing the grievance late. Good cause consists of hospitalization, serious illness, or other circumstances beyond the client's control, which significantly impaired their ability to file the grievance in a timely manner.

4. *Continuation of Assistance During Grievance Process*

During the period of time in which the client is involved in an appeal of the termination decision, his/her assistance shall not be terminated or reduced. The client's housing assistance payments may be stopped or reduced only after the entire HOPWA grievance process has been concluded, and the decision to terminate or reduce assistance is upheld and communicated to the client in writing.

5. *Provider Presence at the Grievance Hearing*

The HOPWA-contracted provider shall be required to be present at the grievance hearing, in person or through telephone conference call.

6. *Scheduling of the Hearing*

The City shall schedule a date and time to hear the grievance. The grievance hearing shall be scheduled no later than fifteen (15) business days after receipt of the completed grievance form.

In the event that the client has been served with eviction papers, the City shall make a reasonable attempt to accommodate the client at the earliest possible date.

7. *Notification of Hearing Date by Regular and Certified Mail, Return Receipt Requested*

Within five (5) business days of the request for a grievance hearing, written notification of the time and place of hearing, accompanied by a copy of the grievance, shall be sent, via regular and certified mail, return receipt requested, to the complainant, the complainant's representative, if any, the provider agency, and the hearing officer.

XVII. C. PROCEDURES FOR THE GRIEVANCE HEARING

1. *Venue*

The grievance hearing shall be convened by the City in a location selected by the City.

2. *Due process*

The complainant shall be afforded a fair and impartial hearing which provides the basic safeguards of due process. Such due process shall include:

- a) the opportunity to examine, before the hearing, all of the documents, records, and HOPWA program rules relevant to the hearing;
- b) the right to present evidence and arguments in support of the complaint;
- c) the right to dispute evidence and cross-examine witnesses presented in support of the determination of eligibility, assistance, or termination under appeal;
- d) the right to reasonable accommodations for persons with disabilities to participate in the hearing;

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- e) the right to a decision within ten (10) business days based only on the evidence presented at the grievance hearing, unless additional information is requested by the hearing officer (such request shall be made in writing and copied to all parties unless such request is made during the grievance hearing);
- f) written notification to the client of the final decision by the hearing officer, to be sent certified mail, return receipt requested.

3. *Failure to appear*

Should the complainant, or a representative, fail to appear for the scheduled grievance hearing, he/she shall be in automatic default, leaving the challenged program termination or action to stand, unless the hearing officer, in his or her discretion, determines that there was improper grievance hearing notice, warranting re-notice.

In the absence of a notice defect, the hearing office shall render a decision that the program termination or action stands, noting the complainant's failure to appear. The hearing officer shall then adjourn the grievance proceedings.

The hearing officer's decision shall be sent in writing to the City of Miami, the complainant, the complainant's representative, if any, and the provider via regular and certified mail, return receipt requested within ten (10) business days of the hearing. The decision shall provide the complainant with seven (7) business days from the date that decision was served by mail to establish good cause for the failure to appear. The complainant must submit a written request to re-open the hearing with supporting documentation attached. Such request shall be addressed to the Department Director. An example of good cause would be illness, substantiated by a physician's note.

4. *Conduct of Hearings*

The grievance hearing shall be conducted by the hearing officer. Oral or documentary evidence pertinent to the determination of eligibility, assistance, or termination under review may be received without regard to the rules of evidence applicable to judicial proceedings.

The hearing officer shall require that all participants conduct themselves in an orderly fashion. Failure to comply with the directives of the hearing officer, by any participant in the hearing, may result in exclusion from the proceedings.

5. *Recorded Hearing*

The grievance hearing shall be recorded by audio tape and a copy of the audio tape shall be made available to the complainant upon request.

6. *Transcript of Hearings*

The complainant may arrange in advance, and at his/her own expense, for a transcript of the hearing. Any interested party may purchase a copy of the transcript.

7. *Representation*

The complainant may elect to be represented by an advocate or by legal counsel. The City may request written verification signed by the client that an advocate or attorney has been designated by the client to represent him or her in the grievance proceedings.

8. *Request for Special Accommodation*

Any special accommodations required by the client, including translators, shall be designated on the Grievance Form (*Form H53*).

Requests not specified on the Grievance Form must be submitted in writing and received by the City no less than three (3) business days prior to the hearing.

XVII. D. DECISION BY THE HEARING OFFICER

1. *Written Decision and Notification*

After the hearing is conducted, the hearing officer shall deliberate and make a final decision, which shall be binding on all parties. The decision shall be made in writing and shall include the reasons for the final decision cited by the hearing officer. The hearing officer's decision shall be sent to the City of Miami, the complainant, the complainant's representative, if any, and the provider via certified mail, return receipt requested within ten (10) business days of the hearing.

a) *Central HOPWA Grievance Record:*

A copy of the final grievance decision, along with the audio record of the hearing, shall be maintained in a central HOPWA grievance file at the City of Miami.

b) *HOPWA Client File:*

A copy of the final grievance decision shall be placed in the client's HOPWA file.

2. *Continuing Rights*

The outcome of the grievance hearing shall not in any way affect any rights the complainant may have to a trial or other review in any judicial proceedings which may thereafter be brought in the matter.

3. *Withdrawal*

The client shall have the right to withdraw his/her complaint at any time. The withdrawal shall be presented in writing to the City of Miami HOPWA program office. The client shall be notified in writing, via return receipt U.S. Mail, of the date that the withdrawal was received by the grantee. A copy of the withdrawal shall be forwarded to the Executive Director of the provider agency.

4. *Stipulation by Parties*

The parties may at any time, before, during, or after the grievance hearing, enter into a written stipulation, which resolves the issues on appeal. The stipulation shall be submitted to the hearing officer who shall, if accepted, issue a written order incorporating the stipulation.

5. *Request for Continuances*

The parties may at any time during the grievance hearing request that the proceedings be continued a later date/time. The hearing officer shall have sole authority to grant or deny the request for a continuance, based on the merits of the request.

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Chapter XVIII

Client Records

XVIII. A. LTRA CLIENT RECORD REQUIREMENTS

The forms and documents listed below shall be maintained in LTRA client files.

Note: Items marked “New” under the “Recertification” column means that a newly executed form or current documentation must be placed on file during recertification. Items marked “On file” means that the client is only required to provide this form or document at initial enrollment and said form or document is to be kept on file thereafter.

FORM OR DOCUMENT	At Enrollment/ Start-up	At Recertification
■ Client Application for Assistance	Yes	No
■ Client Recertification Application	No	Yes
■ Copies of Household Members’ Identification	Yes	Most current
■ Client Rights and Responsibilities Agreement	Yes	New
■ Client Medical Eligibility Verification Form	Yes	On file
■ Proof of Income for All Household Members	Yes	New
■ Proof of Citizenship or Lawful Legal Status for All Household Members	Yes	Update as necessary
■ Agency’s Certification of Client Eligibility Verification	Yes	New
■ Consent to Release Information	Yes	New
■ Case Management Services Verification Form	Yes	New
■ Request To Move	Not applicable	If applicable
■ Housing Search Worksheet	Yes	If applicable
■ Request for Extension of Housing Search	If applicable	If applicable
■ Disclosure of Information on Lead-Based Paint	Yes	If applicable
■ Florida Radon Gas Notification	Yes	If applicable
■ Landlord Participation Agreement	Yes	New
■ Annual Lease	Yes	New
■ Lease Addendum	Yes	New
■ Inspection Reports	Yes	New
■ Property Description and Tax Record	Yes	New
■ Tenants Based Program Utility Allowance Form	Yes	New
■ Rent Calculation Worksheet	Yes	New
■ Client Acknowledgment of Rent in Excess of Affordability	If applicable	If applicable - new
■ Proof of Most Current Medical/Disability Care Expenses	If applicable	If applicable – new
■ Landlord’s IRS Form W-9	Yes	If new landlord
■ Move in Authorization	If applicable	If applicable
■ Financial Action Requests (copies)	Yes	If applicable
■ Request(s) for Reasonable Accommodation	If applicable	If applicable

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FORM OR DOCUMENT (Housing Stability Support)	Frequency
■ Housing Stability Assessment	Initial and Quarterly
■ Housing Stability Plan	Initial and Quarterly
■ Case Management Planning and Service History	Most current
■ Monthly Telephone Contact Log	Monthly
■ HOPWA Case Notes	Kept up-to-date
■ Correspondence with Case Manager and other service providers	Any
■ Correspondence with Landlord/Property Manager	Any
■ Inspection-related Correspondence	Any
■ Notice(s) of Program Violations or Termination	Any
■ Internal memoranda concerning client case.	Any

XVIII. B. PROJECT-BASED CLIENT RECORD REQUIREMENTS

Project-based housing sponsors must maintain the following forms and documents on file for clients residing in HOPWA-assisted units:

FORM OR DOCUMENT	At Enrollment	At Recertification
■ Client Application for Assistance or Tenancy (in form used by program or property manager)	Yes	If required
■ Copies of Household Members' Identification	Yes	Most current.
■ Client Medical Eligibility Verification Form	Yes	On file
■ Proof of Income for all Household Members	Yes	New
■ Proof of Citizenship or Lawful Legal Status for All Household Members	Yes	Update as necessary
■ Agency's Certification of Client Eligibility Verification	Yes	New
■ Consent to Release Information	Yes	New
■ Case Management Services Verification Form	If outside agency	If outside agency
■ Disclosure of Information on Lead-Based Paint	Yes	On file
■ Florida Radon Gas Notification	Yes	On file
■ Inspection Reports	Yes	New
■ Tenants Based Program Utility Allowance Form	Yes	New
■ Annual Lease	Yes	New
■ Rent Calculation Worksheet	Yes	New
■ Proof of Most Current Medical/Disability Care Expenses	If applicable	If applicable - new
■ Request(s) for Reasonable Accommodation	If applicable	If any
■ All correspondence with HOPWA Program concerning client.	If any	If any
■ All correspondence with client/tenant	If any	If any
■ Any notices of lease or program violations	If any	If any
■ Eviction or Program Termination Notices	If any	If any
■ Service records including assessment, client planning and service referral or provision.	If applicable	If applicable

CHAPTER XIX

City of Miami HOPWA Reimbursement Policies and Procedures

XIX. A.

REIMBURSEMENT PACKAGES

1. *Reimbursement Submissions:*

- a) All HOPWA agencies must submit complete reimbursement packages by the 10th of the month to the City of Miami's Finance unit. All agencies must submit their reimbursement packages by either hand delivering them to the 2nd Floor Receptionist Desk at the City of Miami or mailing them to 444 SW 2nd Avenue, 2nd Floor, Miami, FL 33130. The packages will be date and time-stamped upon receipt.
- b) A Reimbursement Request Letter (*Form H82*) must be submitted, which states the IDIS Project number assigned by the City of Miami, name of contract, month and year to be reimbursed, dollar amount of request and total funding amount. This form must be signed and dated by the Executive Director or the agency's Authorized Representative.
- c) Agencies must attach to the Reimbursement Request Letter (*Form H82*):
 - i) a HOPWA LTRA Housing Services Reimbursement Report (*Form H83*) which documents the services performed for each client assigned to the agency in the month for which payment is sought. This report must be completed signed and dated by the Executive Director or the agency's Authorized Representative. An electronic version of the Reimbursement Report on *Form H83* also must be submitted to the following electronic mail box: LTRAfinance@ci.miami.fl.us.
 - ii) a Monthly Expense Report on *Form H84*.
 - iii) Original invoices and copies of canceled checks.

iv) **If these reports are not attached to the Reimbursement Request Letter, the request will be deemed incomplete and it will be returned to the agency.**

d) Based on clients' status and related records on file with the City on the day that the reimbursement request is submitted, the City of Miami will review the request and process payment, deducting funds for failure to: (i) perform in accordance with **Section B** below or (ii) comply with the requirements of **Chapter X**, which sets forth agency responsibility for submitting timely financial action requests and other required documentation.

i) In the event that funds are withheld, the agency may file an appeal with the Director of the Department of Community Development no later than sixty days from the date of the disputed payment. Said appeal must be in writing. Grounds for appeal are limited to errors of fact existing on the date that the agency submitted its reimbursement request.

e) The Contracts Analyst for HOPWA is the agency's contact person for any questions related to reimbursements and disallowances.

2. LTRA Housing Services Reimbursement Packages

Reimbursement packages must be divided into three separate sets with the required attachments. Each package set must also include its Reimbursement Request Letter (**Form H82**) that specifies dollar amount requested for each package set:

Set A: HOPWA Current Client Case Load

Provide hard copies of the HOPWA LTRA Housing Services Reimbursement Report (**Form H83**), Monthly Expense Report (**Form 84**), and the original invoices and copies of canceled checks.

Email an electronic copy of the two reports to LTRAfinance@ci.miami.fl.us

Set B: Waitlist Applicant List

Provide a list of all waitlist applicants not yet assigned a Program client number by the City of Miami, along with required documentation which evidences that the performance measure set forth below was met.

Set C: Overdue Recertification List

Provide a list of all overdue recertification cases with the back up documentation for each case justifying the overdue status of the case.

Back up documentation shall include, but not be limited to:

- Case notes
- Letters
- Program violation notices
- Inspection requests with email confirmation

3. Project-Based Program Reimbursement Packages:

Please follow the same procedures as 2 above, “*LTRA Housing Services Reimbursement Packages*”

XIX. B. WITHHOLDING FUNDS FOR NON-PERFORMANCE

1. LTRA Housing Services Program – Waitlisted Applicants

In order to receive reimbursement for eligibility and lease-up services performed on behalf of waitlisted households assigned to LTRA Housing Services agencies, the agencies must meet the following timed performance outcomes:

<i>Time Period to Accomplish Outcome</i>	<i>Performance Outcome</i>	<i>Consequences for Failed Outcome</i>
Within the first forty-five (45) days of case assignment.	Eligibility determination made and applicant household notified of determination in writing.	Failure to produce: (a) certified copy of Eligibility Determination letter or (b) Recommendation for Termination (due to ineligibility, failure to appear or failure to produce requested information) will result in a disallowance of \$100 per instance. On a case by case basis, the City of Miami may approve an exception to the above upon presentation of documentation sufficiently evidencing good faith effort to certify the eligibility of the applicant in a timely fashion.
Within sixty (60) days of eligibility determination.	Move-in Authorization issued by the City of Miami.	Failure to submit either Move-In Authorization executed by the City of Miami or a Housing Search Extension executed by the City of Miami will result in a disallowance of \$100 per instance. Note: The City of Miami will not issue a Housing Search Extension unless the Request for such extension is submitted by the LTRA Housing Services agency to the City of Miami no later than 45 days from the date of client eligibility determination.

2. *LTRA Housing Services Program – Existing Clients*

In general, failure to perform responsibilities set forth in the HOPWA Manual may lead to termination of the agency’s contract. In specific cases, failure to perform will result in denial of reimbursement for services rendered or withholding of funds from payments owed for services rendered as follows:

<i>Unauthorized Move-In</i>	<i>Consequences</i>
Any move-in authorized by an agency without the written approval of the City of Miami.	City of Miami will assess a disallowance in an amount equal to the monthly rent asked for the unit that the client moved into without the City’s authorization. Such amount will continue to be withheld thereafter for every month that a passing inspection remains outstanding.
<i>Overdue Recertification</i>	<i>Consequences</i>
Failure to submit a correct and complete Recertification Package (including those requiring move-in authorization) within ninety days of the client’s last recertification	The City of Miami will assess a disallowance of \$200 for any client whose recertification is overdue. A request for reimbursement for an overdue recertification case may be approved by the Director on a case-by-case basis, in his/her sole discretion. Such request for reimbursement must include back-up documentation explaining circumstances beyond the control of the agency that has resulted in the overdue recertification. Failure to make timely request for a move-in inspection, conduct inspections (if contractually responsible for inspection services) or to follow procedures governing client notices (i.e. failure to appear or provide requested information) and terminations is deemed matters under the control of the agency.
<i>Late FARs and Other Required Submissions</i>	<i>Consequences</i>
Failure to comply with requirements governing initiating, stopping and adjusting landlord payments set forth in <i>Chapter X</i> .	Monetary and other adverse consequences are set forth in <i>Chapter X</i> .

3. *Project-Based Program Clients:*

a) *Overdue Re-certifications:*

A project-based sponsor will be assessed a disallowance of \$200 for any client whose recertification is overdue. A request for reimbursement for an overdue recertification case may be approved by the Director on a case-by-case basis, in his/her sole discretion. Such request for reimbursement must include back-up documentation explaining circumstances beyond the control of the agency that has resulted in the overdue recertification. Failure to follow procedures governing notice of failure to appear or to provide requested information and terminations is deemed matters under the control of the agency.