

Significant Amendment to CMHA's FYs 2017 Annual Plan

Admission and Continued Occupancy Policy (ACOP)

Section IV-D – Sponsored Guest: CMHA has expanded the definition of guests to include “Sponsored Guests” who with prior approval of CMHA are allowed to be in the CMHA household for a period in excess of the fourteen (14) days under the lease agreement.

1. **DEFINITION OF SPONSORED GUEST:** Sponsored Guests are individuals who are approved to reside in the CMHA household for a period longer than the fourteen (14) day standard guest provision.
 - a. A Sponsored Guest may be participating in a social service program, applying for family reunification, or may be needed in the CMHA Tenant’s household for a brief period of time.
 - b. Parties to the Sponsored Guest Agreement understand that CMHA’s permission to allow for a longer guest period does not create a tenancy or confer eligibility upon the Sponsor Guest for CMHA housing programs.
2. **REQUEST FOR SPONSORED GUEST STATUS:** The CMHA head of household must affirmatively request CMHA for authorization allow a sponsored guest to stay longer than the fourteen (14) day standard guest provision. CMHA has the discretion to authorize or deny the request.
3. In submitting the *Request for Sponsored Guest*, the CMHA tenant head of household must submit the completed *Sponsored Guest Agreement* as outlined below:

SPONSORED GUEST AGREEMENT

SPONSORED GUEST INFORMATION:

Name	
Address	
Telephone	
Email	
Relationship to Sponsoring/CMHA Resident	
Referring Agency	

CMHA SPONSORING RESIDENT:

Name	
Address	
Telephone	
Email	
Relationship to Sponsored Guest	

The Tenant _____ does submit this agreement in accordance with the following provision of CMHA Residential Dwelling Lease Agreement:

B. Prior Written Consent. The Tenant agrees to obtain the prior written consent of CMHA before permitting any additional persons (including live-in aides and foster children) to reside in the Dwelling Unit. Such new persons will be screened for admission in accordance with CMHA’s Admissions and Continued Occupancy Policy. The Tenant agrees that he/she shall be responsible for the actions of all household members, guests, and all other persons under their control, and that any violations of the Lease by such persons shall be grounds for termination of the Lease and eviction from the dwelling unit.

TERMS AND CONDITIONS OF CONTINUED OCCUPANCY: Tenant may have guests or visitors for a period not to exceed fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.

Tenant _____(CMHA Sponsoring Resident) does submit this Sponsored Guest Agreement as a request for written consent to permit _____ (Sponsored Guest) to reside in the CMHA Residential Dwelling unit located at _____ as a sponsored guest for an extension of the fourteen (14) day period as set forth in the residential dwelling lease.

TERMS AND CONDITONS OF SPONSORED GUEST AGREEMENT:

1. The parties understand that the approved extension will not exceed six (6) months and does not confer any rights of continued occupancy on the sponsored guest or create a tenancy with the housing authority. The parties understand that this approval may be withdrawn by the housing authority upon 24 hour notice to the Sponsored Guest.

2. Tenant is advised that the Sponsored Guest will be deemed be under the control of the Tenant and that the Tenant is the person responsible for ensuring that the Sponsored Guest complies with the lease obligations during their stay in the Tenant’s household.

3. The Sponsored Guest further agrees to abide by the provisions of the referring program as attached hereto as Exhibit "A."

4. The Sponsored Guest stay will terminate on _____, 2017

IN WITNESS WHEREOF, the Agreement has been executed as of the _____ day of _____, 2017/2019

Cincinnati Metropolitan Housing Authority	
By _____	Tenant _____
Its: _____	Sponsored Guest: _____

Definition of Substantial Deviation/Modification

The definition of Substantial Deviation/Modification of CMHA's Plan is amended to exclude the following items:

"Significant Amendment" is defined as follows:

A significant amendment or modification to the annual plan is a change in the major strategies to address Housing Needs or changes in Admissions & Occupancy. For the purpose of the CFP, a proposed demolition, disposition, homeownership, Capital Fund financing, development, or mixed finance proposal are considered significant amendments to the CFP 5-Year Action Plan

The following are not considered significant amendments:

1. Changes in Public Housing Admissions & Occupancy Policies or the Section 8 Administrative Plan that are not inconsistent with the Annual Plan.
2. Changes in Public Housing Admissions & Occupancy Policies or the Section 8 Administrative Plan that are required by federal, state, or local authorities, including laws and regulations.
3. A minor change in the planned uses of financial resources (e.g., small shifts within or between different funding categories).
4. Changes in the plan resulting from consultation with Consolidated Plan authorities including the City of Cincinnati and Hamilton County, Ohio.
5. Changes that are the result of the loss of anticipated funding to support a specific proposed activity or program.

6. Changes that are due to factors outside of CMHA's control such as natural or man-made disasters that require the redirection of resources to address emerging issues.
7. Technical amendments to correct grammar and spelling mistakes; to adjust the language in the plan document to match the intended board policy as documented by board resolutions and minutes that inadvertently omitted or misstated in the existing plan document; or to update the plan to provide more accurate information that does not impact policies such as corrections to reports on past activities and statistics on housing and population characteristics.
8. Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the conversion will include use of additional Capital Funds;
9. Changes to the construction and rehabilitation plan for each approved RAD conversion; and
10. Changes to the financing structure for each approved RAD conversion.
11. Additions of non-emergency work items (items not included in the Annual statement or 5-year Action plan) or change in use of replacement reserve funds under Capital Fund.

“Substantial Deviation” is defined as follows:

1. Any change with regard to demolition or disposition, designation, homeowner programs or conversion activities.
2. Fundamental alteration of the goals, mission or objectives of CMHA.