

**MUNICIPALITY OF PATILLAS  
SECTION 8 PROGRAM  
P O BOX 698  
PATILLAS, PR 00723**

# **PHA 5 YEAR AND ANNUAL PLAN**

<b>PHA 5-Year and Annual Plan</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 4/30/2011</b>
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<b>1.0</b>	<b>PHA Information</b> PHA Name: <u>MUNICIPALITY OF PATILLAS</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input checked="" type="checkbox"/> (Section 8 only) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2010</u> PHA Code: <u>RO057</u>				
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: ____ Number of HCV units: <u>83</u> ____				
<b>3.0</b>	<b>Submission Type</b> <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
	PHA 1:				PH HCV
	PHA 2:				
	PHA 3:				
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.				
<b>5.1</b>	<b>Mission.</b> State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:  To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.				
<b>5.2</b>	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.  <ul style="list-style-type: none"> <li>o Expand the supply of assisted housing Apply for additional rental vouchers: To serve additional 10 new families on a five year period.</li> <li>o Improve the quality of assisted housing Improve voucher management: (SEMAP score) Increase customer satisfaction: enforcing housing quality standards criteria Increase assisted housing choices</li> <li>o Conduct outreach efforts to potential voucher landlords Use media mass communication to obtain about three new landlords each year on a five years period.</li> <li>o Promote self-sufficiency and asset development of families and individuals</li> <li>o Increase the number and percentage of employed persons in assisted families: Support and encourage ten head of the family to work or enroll in a technical program during the five years period. At least two families per year</li> <li>o Ensure equal opportunity and affirmatively further fair housing Objectives: Undertake affirmative measures to ensure access to assisted housing regardless of</li> <li>o Provide each assisted family a summary of their rights and responsibilities under Equal Opportunity in housing for all Americans law. The PHA may develop a flyer and/or brochure by August 2010.</li> </ul>				

6.0	<p><b>PHA Plan Update</b></p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:  (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <p>(a) Preferences for Admission:</p> <ul style="list-style-type: none"> <li>❖ Involuntary Displacement, (Disaster, Fire, Property disposition)</li> <li>❖ Victims of Domestic Violence</li> <li>❖ Elderly or Handicapped Citizens</li> <li>❖ Terminal Patients</li> <li>❖ Single Mothers</li> </ul> <p>❖ Families or Couples with children in risk to be removed from their home.</p> <p>(a-1)Changes to Payment Standard</p> <ul style="list-style-type: none"> <li>❖ 1 BR-\$348</li> <li>❖ 2 BR-\$388</li> <li>❖ 3 BR- \$550</li> <li>❖ 4 BR-\$682</li> </ul> <p>(b)Specific Locations:</p> <ul style="list-style-type: none"> <li>❖ Calle Muñoz Rivera # 17 Patillas PR 00723</li> </ul>
7.0	<p><b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i> N/A</p>
8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing. N/A</p>
8.2	<p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. N/A</p>
8.3	<p><b>Capital Fund Financing Program (CFFP).</b>  <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. N/A</p>
9.0	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. See Attachment 9.0</p>
9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b></p> <ul style="list-style-type: none"> <li>❖ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction</li> <li>❖ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required</li> <li>❖ The PHA will identify housings units available for lease based on family size.</li> <li>❖ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration [PHA will circulate fliers with program information].</li> <li>❖ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program</li> <li>❖ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies.</li> <li>❖ Other (list below) <ul style="list-style-type: none"> <li>➢ Apply for additional section 8 units should they become available</li> </ul> </li> </ul>

<b>10.0</b>	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p>(a)The municipality’s outcome under this goal includes:</p> <ul style="list-style-type: none"> <li>❖ All tenants were oriented about mobility and portability options of the voucher program in the initial briefing and as they required the information.</li> <li>❖ Several landlords were oriented about the Section 8 Program requirements.</li> <li>❖ Flyers are posted in the different Municipal dependencies to promote the participation of Renters/Owners into the Section 8 Program.</li> <li>❖ Payment standard were revised.</li> <li>❖ Assisted to HUD trainings</li> </ul> <p>(b) PHA’s Definition:</p> <ul style="list-style-type: none"> <li>❖ When new regulation or law amendments were published by HUD See Attachment 10.A</li> </ul>
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<b>11.0</b>	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements, At the Public hearing of the Municipality of Patillas there were no elements of the 5-Year 2010-2014 Plan and Annual Plan 2010-2011.</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>
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## Attachment 9.0

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

### Statement of Housing Needs

*The data included within this portion of the plan is based upon existing available U.S. Census data, as well as Puerto Rico Housing Planning Board statistical data, and other reliable sources such as the local housing authority, and other similar agencies such as the Commonwealth Department of the Family.*

*Since this same jurisdiction, namely the Municipality of Patillas is not seeking funding on behalf of an eligible metropolitan statistical area under the HOPWA program, the needs described for housing and supportive services does not address the needs of persons with HIV/AIDS and their families throughout the eligible metropolitan statistical area.*

*The Comprehensive Housing Affordability Strategy (CHAS) Data Book issued by the U.S. Department of Housing and Urban Development, indicates that the Municipality of Patillas, has a total of some 7,677 housing units, of which some 6,576 units are occupied.*

*It should be noted, that the housing needs were based upon the number of renter and owner-occupied units with one or more housing problems. The definition of housing units with problems included those that:*

- 1. Occupying units having physical defects or being in deteriorated state.*
- 2. Classified as being overcrowded.*
- 3. Meet the definition of having a cost burden of more than 30 percent.*

*Based upon the latter, housing needs were determined to represent a major problem in terms of identifying housing problems in both renter and owner-occupied households with more than one problem, such as residing within overcrowded, deteriorated and/or dilapidated swelling units, or meeting the definition of housing cost burdens greater than 30 percent of family's income.*

*Of the total 9,982 year-round housing units within the Municipality of Patillas renters on a year-round basis, of which 30% units have some type of housing problem.*

*It is estimated from figures obtained from such sources as the Department of Housing; Social Services; the Family; Planning Board, and our own internal figures based upon demands from the public at large upon local public housing units, and upon our locally administered Tenant-Based Subsidized Housing Program that rental housing demands will require some additional 159 units. This is assuming that the present economic conditions will stabilize at present levels, and that all social programs currently in place, will continue to be funded at present*

levels over the next five years. Should any existing social program be eliminated and/or receive severe cutbacks; the demand for renter households will then skyrocket at unpredictable levels.

It should be noted, that this same increase of 159 additional rental units on the local housing market, will it is estimated, be among the extremely low and low income segment of our local society who are either unable and/or unwilling to relocate to other communities.

There 19.6% households bearing a cost burden in excess of 30% of income, while at the same time some 10.1% suffered from a cost burden above the 50% of income level.

### Overcrowded Units

According to the CHAS Data book dated 2000 there were some 128 renters occupied housing units, which were classified as being in an overcrowded condition. Additionally, some 53.1% of large family renter households likewise, represented overcrowded conditions.

In this regard, and based upon the statistical data presented herein and from such reliable sources as the Planning Board, Housing, Social Services, and our own local appraisal based upon pour locally administered Tenant-Based program we have identified the following Renter Households by income Groups and categories:

### MUNICIPALITY OF PATILLAS RENTER HOUSEHOLD BY INCOME GROUPS:

RENTER HOUSEHOLDS	EXTREMELY LOW INCOME (0-30%)	VERY LOW INCOME (31-50%)	LOW INCOME (51-80%)	MODE-RATE INCOME (81-95%)	TOTAL
Elderly	38	18	57	45	158
Small Families	209	71	94	413	787
Large Families	24	43	68	99	234
Other	104	0	23	79	206
Total	375	132	242	636	1385

### Elderly Rental Households

According to the 2,000, CHAS Data book, there was a total of some 158 renter households within the Municipality of Patillas of which 18 were classified as being very low income, 45 households that were classified as being of moderate income and 7 as being above income levels.

### Cost Burden

Within this same income category involving elderly households, some 38 were within the 0-30% and 50 households were whiting 31-50% range.

### Small Family Rental Households

The small family rental household category, some 787 households, represented the following numbers:

- 209 units were classified as being of extremely low income;
- 71 units were classified as being of very low income;
- 94 units were classified as being of low income;
- 413 units were classified as being of moderate income.
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### Cost Burden

Within this same Small Family renter's household group some 42.8% of the households of the households were classified as being of extremely low-income, 35.0% households of very low income, 21.9% households of low income, and finally, 2.1% represented moderate-income levels.

### Large Family Renter Households

This same comprehensive Housing Affordability Strategy (CHAS) Data book covering Puerto Rico and dated 2000, indicated that there was a total of some 234 large rental household families, of which some 24 were classified as being of extremely low income; 43 were classified as very low income and some 68 large family renter households representing low income families, as well as 99 large family renter households representing moderate income.

### Cost Burden

Within this same large family renter's household income group of some 24 households fall within the 0-30 % group and 43 such households are within the 31-50% range.

### Homeless Persons

From a review of available reliable statistical data available at the present time, the Municipality of Patillas does not possess any homeless person it has no need for shelters or supportive services covering this same segment of its local population.

### Persons with Disability

Utilizing various information available to the Municipality of Patillas including both the U.S. Census (2000), the Puerto Rico Planning Board, and likewise numerous states and local agencies having to deal with disabilities, we likewise have estimated our needs fairly accurately.

According to the Puerto Rico Development Disabilities Planning Board, it is a nationally accepted fact that within the general population, 1.8 percent will have one form or another of a developmental disability. In this respect, Patillas with a 2000 total population of some 20,152, it is estimated that 235 persons are classified as giving a developmental disability.

### Persons With Physical and Development Disabilities

Within Patillas the 235 estimated persons as having been classified as having either a physical or development disabilities are currently residing with other family members, or residing within a rental unit. One of the projects requested within our first year of activities is housing rehabilitation, a part of which, will be devoted not only to remove or correct health or safety

hazards, in order to comply with applicable development standards or codes, and/or to improve general living conditions of the resident(s), including improved accessibility by handicapped persons.

At the present time there are no known day care centers, either private or public for developmental disability within Patillas. These same services are rendered in the adjacent municipality of Guayama..

Within Patillas several obstacles prevent the disabled from obtaining adequate housing:

- Proper accessibility;
- Centrally located housing convenient to public transportation;
- The need for additional rent subsidies as those afforded under HUD's tenant-based subsidized housing programs.

#### Estimate of Housing Needs Projected

The projected housing needs within Patillas were estimated based on various sources such as the 2000 Census, Puerto Rico Planning Board, Puerto Rico Department of Housing, and the local Section 8 Office. Housing needs in most communities of which PATILLAS is no different, come about as a result of the following:

- High housing costs;
- Housing located in areas subject to landslide, or unstable terrain;
- Physical deteriorated housing;
- Inadequate and overcrowded units.

The Puerto Rico Planning Board clearly indicated three (3) reasons for which a dwelling unit would be classified as being inadequate housing:

- 1- High Housing costs;
- 2- Being overcrowded;
- 3- Being in a physical deteriorated condition

It is in this regard that these general principals required being operational through precise definitions according to the U.S. Census Bureau, such as a unit is considered overcrowded if the household consists of at least three persons and have 1.5 persons or more per room.

It should be noted, that household having unusually high housing costs when the following occurs:

- a. Two or more persons, with the heads of households less than 65 years of age paying more than 25 percent of their income for rent.
- b. Single person paying more than 35 percent of their income for rent;
- c. Two or more persons, with the heads of households over the age of 65, which are paying more than 35 percent of their income for rent.

Further housing units lacking complete indoor plumbing facilities or deteriorated/dilapidated housing units having all plumbing facilities are regarded as being inadequate. In this regard,

estimating the total needs for housing within Patillas was based on the various sourced previously noted, regarding each of the three components of housing need.

Barriers to Affordable Housing

Like any other community across this Nation, whether it is in Puerto Rico, or on the U.S. Mainland, the principle barriers to affordable housing within the Municipality of PATILLAS are:

1. The high cost of land development due to general lack of both vacant and available land;
  - i. The high cost of construction, which for the most part includes the construction of a sanitary sewer system, water lines, electrical services, within distant rural communities where vacant lands are currently available.

These combined factors representing the high cost, clearly indicates that better than 80% of the total population of PATILLAS would indeed require some kind of assistance in order to solve their housing problems.

At the present time the only sources of purchasing a home within PATILLAS is by securing a private mortgage through a banking institution or mortgage through a banking institution or mortgage lending institution, which for the most part is not approving mortgage to low or moderate income families. At the present time, it appears that the minimum income required o purchase a home, averages at least \$40,000. This same requisite along with a stable credit and employment recorded are required.

Bearing this in mind, if a family does not qualify to purchase a dwelling unit, then they qualify to rent a housing unit. This is more acute, since (1) there exists a lack of rental properties available, and (2) those units that are available for rent, are so costly ranging from \$400 to \$650 a month, that without some form of a rental subsidy, are indeed beyond the low and moderate income families. This can be verified, since some 194 families are currently awaiting placement on a waiting list, seeking assistance under our own Tenant-based subsidized Housing Assistance Program.

Statement of Housing Needs

*Housing Needs of Families on the Section 8 Tenant- Based Assistance Waiting List.*

<i>Housing Needs of Families on the Municipality of Patillas Waiting List</i>		
	<i># of families</i>	<i>% of total families</i>
<i>Waiting list total</i>	<i>194</i>	
<i>Extremely low income &lt;=30% AMI</i>	<i>151</i>	<i>78</i>
<i>Very low income (&gt;30% but &lt;=50% AMI)</i>	<i>34</i>	<i>18</i>
<i>Low income (&gt;50% but &lt;80% AMI)</i>	<i>6</i>	<i>3</i>

<i>Families with children</i>	169		87
<i>Elderly families</i>	2		1
<i>Families with Disabilities</i>	2		1
<i>Race/ethnicity</i>	194		100

*The Municipality of PATILLAS purged the waiting list on junio/2009 and there are 194 persons on it.*

**Strategy for Addressing Housing Needs.** Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**

*The Municipality of Patillas intends to continue addressing the needs of the community utilizing the following strategies:*

- *Maximize the number of affordable units available to the PHA within its current resources by maintaining or increasing section 8 lease-up rates establishing payments standards that will enable families to rent throughout the jurisdiction.*
- *Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit seize required.*
- *Increase the number of affordable housing units by applying for additional section 8 should they become available.*
- *Seek designation of public housing for families with disabilities.*
- *Conduct activities to affirmatively further fair housing by counseling section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units.*

Attachment

10. A

**Additional Information.** Describe the following, as well as any additional information HUD has requested.

(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.

The Municipality of Patillas has achieved the following:

Increase the leasing rate to 100%, and has achieved a score of "High Performer" under the HUD's Section Eight Management Assessment Program (SEMAP) certification.

Has been actively promoting freedom of housing choice so as to achieve spatial deconcentration of extremely low-income families within our homogeneous community.

Continue with our established goal of providing improved conditions for extremely low-income families while maintaining their rent payments at an affordable level.

In order to start with the Homeownership Program the Municipality has been promoting it to the tenants.

While the Municipality of Patillas is pleased with what has been accomplished so far, Patillas is very much cognizant of the long road ahead so as to meet the needs of its citizens. On an ongoing basis the Municipality of Patillas continues to evaluate the goals and strategies that have been established so that it can better meet the demand of housing.

(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification".

The PHA defines a "substantial deviation" and significant amendment of modifications" as a discretionary change in the plan or policy of the PHA that fundamentally modifies the mission, goals, objectives or plans of the agency and which will require the formal approval of the Board of Commissioners.

An exception to this definition will be made only to the extent that the modification is the result of changes in HUD regulatory requirements; such changes will not be considered a substantial deviation or significant amendment of modification of either the Five Year or Annual Plans.

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:  
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and or \_\_\_ Annual PHA Plan for the PHA fiscal year beginning 7/01/10 hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24):
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

**Municipality of Patillas**

**RQ057**

PHA Name

PHA Number/HA Code

\_\_\_\_ 5-Year PHA Plan for Fiscal Years 20\_\_\_\_ - 20\_\_\_\_

\_\_\_\_ Annual PHA Plan for Fiscal Years 20\_\_\_\_ - 20\_\_\_\_

**Streamlined Five- Year PHA Plan for Fiscal Years 2010 - 2014,**  
 **including Annual Plan for FY 2010- 2011**

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

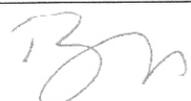
**Hon. Benjamin Cintron Lebron**

**Mayor**

Signature

Date

**April 16, 2010**

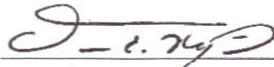


**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan**

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 4/30/2011**

**Certification by State or Local Official of PHA Plans Consistency with the  
Consolidated Plan**

I, Omar Negrón Judice, MBA the Commissioner certify that the Five Year and  
Annual PHA Plan of the Municipality of Patillas is consistent with the Consolidated Plan of  
Puerto Rico prepared pursuant to 24 CFR Part 91.

 12/9/10

Signed / Dated by Appropriate State or Local Official

Municipality of Patillas  
Annual Plan 2010-2011 &  
5 Years Plan

**RAB Comments and Explanation of PHA Response**

The Resident Advisory Board and the entire participant assisting the Public Hearing commented and asked questions regarding the overall Section 8 Program policies and requirements. These had an effective participation and represent the assisted families under the Section 8 Program and in the process of preparation, implementation and evaluation of the Annual Plans.

The RAB participated in the revision of the Annual Plan for fiscal year 2010-2011 & 5 year Plan. A notice was prepared and posted in public areas to notify about the availability of the Plans and to extend an invitation to a Public Hearing.

Each participant had the opportunity to revise and submit comments about the Annual Plan & 5 year Plan because they had already been available for revision and comments by the citizens for a period of 45 days.

Due to the fact that all the comments were answered, the Residents Advisory Board endorses both plans.

Municipality of PATILLAS  
Annual Plan 2010-2011 & 5 year Plan

**II. MEMBERSHIP OF THE RESIDENT ADVISORY BOARD OR BOARDS:**

- 1- Vilma Rodriguez  
Bo Real Muñoz Rivera Carr 184 Km 10.3  
Patillas, P.R. 00723
  
- 2- Haidee Santana Rosario  
Bo Jacoboa Sector Higuero  
Patillas, P.R. 00723
  
- 3- Raquel Lebron Garcia  
Calle Cristo Alto Casa 2  
Patillas, PR 00723

**Executive Director**

The Mayor of the Municipality of Patillas was elected to administer the municipal government and is the executive director of the PHA.

## Challenged Elements Certification

At the Public hearing of the Municipality of a Patillas there were no elements of the 5-Year 2010-2014 Plan and Annual Plan 2010-2011.

## Violence Against Women Act (VAWA) Policy

### (Notice PIH 2006-23, 2006-42 and 2007-42, 2007-5, 24 CFR 5.2005 and the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA 2005, 42 U.S.C. 13925).

On January 5, 2006, President Bush signed VAWA into law as Public Law 109-162. Section 603 of the law amends Section 5A of the U.S. Housing Act (42 U.S.C 1437c-1) to require PHA's five year and annual PHA Plans to contain information regarding this matter. Sections 606 and Section 607 amend the Section 8 and public housing sections of the U.S. Housing Act (42U.S.C. 1437f and 1437d) to protect certain victims of criminal domestic of criminal domestic violence, dating violence, sexual assault, or stalking-as well as members of the victims immediate families-from losing their HUD-assisted housing as a consequence of the abuse for which they were the victim.

VAWA prohibits the eviction of and removal of assistance from, certain person living in public or Section 8 assisted housing of the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, and those terms are defines in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925).

To comply accordingly with this law the Municipality of Patillas will provide to applicants, tenants, as well as owners participating in the section 8 program the following information:

#### **1- Certification form HUD-50066**

The Municipality of Patillas will make the certification form *HUD-50066* available to all eligible families at the time of admission(*as part of the briefing packet the family is provided with the HUD Tenancy Addendum, which provide orientation about the protection to victims of abuse*), also, in the event of a termination or start of an eviction proceeding, PHA's may enclose the form with the appropriate notice and direct the family to complete, sign and return the form (if applicable) by a specified date.

*The M Patillas may request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking and that the incidence(s) of threatened or actual abuse are bona fide in determining whether the protections afforded to such individuals under VAWA are applicable. The Municipality of Patillas may request in writing that an individual complete, sign and submit, within 14 business days of the request, a HUD-approved certification form (Form HUD 50066). On the form, the individual certifies that he/she is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse. On the certification form, the individual shall provide the name of the perpetrator.*

An owner or PHA is not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence, sexual assault or stalking in order to receive the protections of VAWA. Note that, a PHA, owner or manager, at their discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence.

The PHA, owner or manager should be mindful that the delivery of the certification form to the tenant in response to an incident via mail may place the victim at risk, e.g., the abuser may monitor the mail. Therefore, PHA's, owners and managers may require that the tenant come into the office to pick up the certification form and are encouraged work with tenants to make delivery arrangements that do no place the tenant in any risk. If the individual does not provide the form HUD-50066 or the information that may be provided in lieu of the certification by the 14<sup>th</sup> business day or any extension of that date provided by the PHA, owner or manager, none to the protections afforded to the victim of domestic violence, dating violence or staling by sections 606 or 607 will apply. The PHA, owner or manager would therefore be free to evict, or to terminate assistance, in the circumstances authorize by otherwise applicable law and lease provisions, without regard to the amendments made by Sections 606 and 607.

*In lieu of a certification form, or in addition to the certification form, a tenant may provide to the PHA and the owners:*

- *A Federal, State, tribal, territorial, or local police record or court record;*
- *Documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or stalking has signed or attested to the documentation.*

## **2-Definitions:**

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

b-**Dating Violence**: Violence committed by a person: who is or has been is a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

c-**Stalking**: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

**d-Immediate Family Member:** spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

### **3-Confidentiality and notices**

All information provided to a PHA, manager or an owner relating to the incident(s) of domestic violence, including the fact that an individual is a victim of violence, dating violence, or stalking, must be retained in confidence by the PHA or owner and must neither be entered into any shared database or provided to a related entity, except to the extent that the disclosure is:

- requested or consented by the individual in writing;
- required for use in an eviction proceeding or termination of assistance; or,
- otherwise required by applicable law.

### **Protections for Victims of domestic violence, dating violence, and stalking in Public and Section 8 Housing 24 CFR 5.2005**

- An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse. (Section 8(o)(7)(C) of the U.S. Housing Act of 1937.)
- Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse. (Section 8(o)(7)(D)(i) of the U.S. Housing Act of 1937.)
- *Notwithstanding the VAWA restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA may terminate assistance to or an owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. (Section 8(o)(7)(D)(ii) of the U.S. Housing Act of 1937.)*
- *Nothing in Section 8(o)(7)(D)(i) may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property*

*among the household members in cases where a family breaks up. (Section 8(o)(7)(D)(iii) of the U.S. Housing Act of 1937.)*

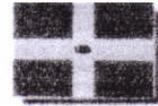
- *Nothing in Section 8(o)(7)(D)(i) limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. (Section 8(o)(7)(D)(iv) of the U.S. Housing Act of 1937.)*
- *Nothing in Section 8(o)(7)(D)(i) may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance. (Section 8(o)(7)(D)(v) of the U.S. Housing Act of 1937.)*
- *Nothing in Section 8(o)(7)(D)(i) shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than Section 8(o)(7)(D)(i) for victims of domestic violence, dating violence, or stalking. (Section 8(o)(7)(D)(vi) of the U.S. Housing Act of 1937.)*

**Other services provided by the M Patillas to comply with VAWA:**

1. The Municipality of Patillas will also provide a list of phones and places where women that are victims of domestic violence, dating violence, sexual assault, or stalking, can receive orientation and help in this matter.
2. The Municipality of Patillas will provide to the eligible families at the time of admission a list of the name and photos of sex offenders in this municipality and near ones.
3. The Municipality of Patillas will notify tenants of their rights under VAWA and the right to confidentiality. The owners will also be notified of their rights and obligations under VAWA.



ESTADO LIBRE ASOCIADO DE PUERTO RICO  
MUNICIPIO DE PATILLAS  
APARTADO 698  
OFICINA DE SECCION 8  
PATILLAS, PUERTO RICO 00723  
TEL. 839-0601



4 de mayo de 2010

### AVISO PÚBLICO

El Municipio de Patillas a través del Programa de Vivienda, Sección 8 ha elaborado su Plan de Acción de 5 años para los años 2010 al 2015. Este Plan contiene las estrategias que seguirá el Programa para atender las necesidades de vivienda de familias de ingresos bajos y moderados.

Además se incluirá, la misión, metas y objetivos que ha establecido el Municipio para la operación del Programa de renta subsidiada.

El plan de 5 años y todos los documentos asociados a este, están disponibles para ser examinados por los participantes del Programa, organizaciones sin fines de lucro, el público en general y todos aquellos interesados, en la oficina de Sección 8 del Municipio de Patillas.

Las personas interesadas en emitir comentarios sobre el Plan de Acción, podrán presentar personalmente o por escrito en la oficina de Sección 8 localizadas en:

Dirección Física: Calle Muñoz Rivera # 17  
Patillas, PR 00723

Dirección Postal: PO BOX 698  
Patillas, PR 00723

Además, se invita a la ciudadanía en general a participar de la vista pública que se llevara a cabo el día 17 de junio de 2010 a las 10:00a.m. en la casa alcaldía salón Legislatura Municipal altos.

El lugar seleccionado, es de fácil acceso para personas con impedimentos físicos. De requerir asistencia especial, debe comunicarse con la oficina de Sección 8, previo al día de la vista, al siguiente teléfono (787) 839-0601.



ESTADO LIBRE ASOCIADO DE PUERTO RICO  
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TEL. 839-0601



17 de junio de 2010

## MINUTA

Comparecieron de la junta de Residente:  
Raquel Lebrón  
Haydee Santana  
Vilma Rodríguez

El día 17 de junio de 2010 se llevaron a cabo las vistas públicas en el salón asamblea en el 2do piso de la Alcaldía, en la cual se presentó la junta de residentes. La vista la llevo a cabo la señora Ethel M. Santiago (Coordinadora Programa Sección 8), Evangelina Rodríguez (secretaria).

Se discutieron varios temas como:

1. La sra. Lebrón pregunto si los participantes estaban orientados para que puedan obtener su propia residencia.
2. Se explico la realizaron del Plan de los cinco años v del Plan Anual.

MUNICIPIO DE PATILLAS  
OFICINA DE SECCION 8  
PATILLAS, PR 00723  
TEL.(787)839-0601

HOJA DE ASISTENCIA  
VISTAS PUBLICAS  
BORRADOR PLAN ANUAL  
PLAN DE CINCO AÑOS

NOMBRE

1. Vilma Rodriguez
2. Haydee Santana Rosario
3. Raquel Lebrón Garcia
4. Wanda Ponce
5. Conchita Rodriguez
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

FIRMA

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MUNICIPIO DE PATILLAS  
OFICINA DE SECCION 8

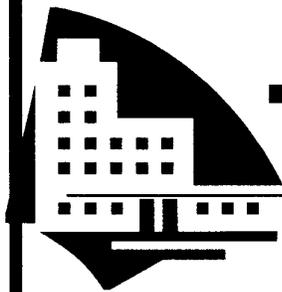
ENTREGA DE AVISO PUBLICO

Nombre de la Agencia	Fecha	Hora	Firma
1. Departamento de la Familia	4 de Mayo 2010	9:15	Martín Ruiz R. esp
2. Centro de Salud	4 de Mayo 2010	10:15 am	[Firma]
3. Correo Postal	Mayo 4 2010	10:10 am	[Firma]
4. W.I.C.	05/04/10	10:25 am	[Firma]
5. Laboratorio Genesis	Mayo 4 2010	10:25 AM	Maria O. Cabra Jorindy.
6. Oficina de Recursos Humanos	5/4/10	10:55 am	[Firma]
7. Oficina del Ciudadano	Mayo 4/10	10:25 am	[Firma]
8. OMED (OMHEP)	Mayo 4/10	10:29	M. Pigante Cruz Ortiz
9. Policia			
10. Colecturia	4 mayo 2010	10:49	[Firma]
11. Consorcio	4 mayo 2010	10:20 h-m	[Firma]
12. Bomberos	4 Mayo 2010	9:57 am	[Firma]

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# PLAN DE TRABAJO



Programa FSS  
(Autosuficiencia Familiar)



Este documento ha sido preparado por Harrison Consulting Group, en Septiembre de 2004 (Revisión Septiembre 2006). El mismo ha sido preparado considerando las necesidades de los Municipios; en contemplación de los reglamentos y las guías vigentes. El mismo es un modelo, una herramienta adicional de trabajo.

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**PROGRAMA DE AUTOSUFICIENCIA FAMILIAR  
PLAN DE TRABAJO**

- I. PREPARACION PLAN DE ACCION Y COMITE DE COORDINACION DE PROGRAMA (Ver anejo 1)
  - A. Enviar carta de solicitud de Compromiso de Servicios de Apoyo (ver anejo 2)
  - B. Firmar (de ser necesario) acuerdos específicos de servicios de apoyo
  - C. Preparar / Revisar el Plan de Acción (incluir de ser pertinente sugerencias y/o políticas viables ofrecidas por el Comité de Coordinación de Programa)
  - D. Coordinar reuniones y plan de trabajo del Comité
  
- II. MANEJADOR DE CASO (Coordinador de FSS)
  - A. Casos Nuevos
    - 1. Identificar posibles participantes al Programa (Ver anejo 3)
    - 2. Orientar a los interesados (Modelo material informativo–ver anejo 3)
    - 3. Firmar contrato de participación (incluye plan individual) – Forma HUD-52650-S (Ver anejo 4)
    - 4. Completar la forma HUD-50058 (en todas sus partes) y transmitirla a HUD – Ver anejo 5
    - 5. Dar seguimiento a cada caso (motivarles, revisar que se cumpla con las metas y fechas establecidas) – Incluyendo trabajar el “escrow account” (Ver anejo 5)

NOTA: Adjunto ejemplo metas y sus actividades en un Plan Individual de Adiestramiento y Servicios. (Ver anejo 6)

# ANEJO 1

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## □ Reglamentación

- Reglamento de HUD (en inglés) 24CFR Parte 984: “Section 8 and Public Housing Family Self-Sufficiency Program”
  - Síntesis en español de la información del Comité de Coordinación
  - Traducción del 24 CFRS parte 942.202: Comité de Coordinación de Programa Autosuficiencia Familiar
  - Traducción del 24CFR parte 984.203: Procedimiento de selección de familias de FSS
  - Traducción del 24 CFRS parte 984.204: Facuilidades “On-Site”

paid by the family. The PHA determines the tenant rent in accordance with HUD requirements.

(2) Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.

(b) *Tenant payment to owner.* (1) The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance).

(2) The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit. The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the owner without additional charge to the tenant, in accordance with the HAP contract and lease.

(3) The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

(4) The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for non-payment of the PHA housing assistance payment.

(c) *Limit of PHA responsibility.* (1) The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or for paying any other claim by the owner.

(2) The PHA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the tenant rent or to pay any other claim by the owner. The PHA may not make any payment to the owner for any damage to the unit, or for any other amount owed by a family under the family's lease or otherwise.

(d) *Utility reimbursement.* (1) If the amount of the utility allowance exceeds the total tenant payment, the PHA shall pay the amount of such excess as a reimbursement for tenant-paid utilities ("utility reimburse-

ment") and the tenant rent to the owner shall be zero.

(2) The PHA either may pay the utility reimbursement to the family or may pay the utility bill directly to the utility supplier on behalf of the family.

(3) If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

#### **§ 983.354 Other fees and charges.**

(a) *Meals and supportive services.* (1) Except as provided in paragraph (a)(2) of this section, the owner may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

(2) In assisted living developments receiving project-based assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

(b) *Other charges by owner.* The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

## **PART 984—SECTION 8 AND PUBLIC HOUSING FAMILY SELF-SUFFICIENCY PROGRAM**

### **Subpart A—General**

Sec.	
984.101	Purpose, scope, and applicability.
984.102	Program objectives.
984.103	Definitions.
984.104	Basic requirements of the FSS program.
984.105	Minimum program size.

### **Subpart B—Program Development and Approval Procedures**

984.201	Action Plan.
984.202	Program Coordinating Committee (PCC).
984.203	FSS family selection procedures.
984.204	On-site facilities.

## § 984.101

## 24 CFR Ch. IX (4-1-06 Edition)

### Subpart C—Program Operation

- 984.301 Program implementation.
- 984.302 Administrative fees.
- 984.303 Contract of participation.
- 984.304 Total tenant payment, family rent, and increases in family income.
- 984.305 FSS account.
- 984.306 Section 8 residency and portability requirements.

### Subpart D—Reporting

- 984.401 Reporting.

AUTHORITY: 42 U.S.C. 1437f, 1437u, and 3535(d).

SOURCE: 61 FR 8815, Mar. 5, 1996, unless otherwise noted.

EDITORIAL NOTE: Nomenclature changes to part 984 appear at 65 FR 16731, Mar. 29, 2000.

### Subpart A—General

#### § 984.101 Purpose, scope, and applicability.

(a) *Purpose.* (1) The purpose of the Family Self-Sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and housing assistance under the Section 8 rental certificate and rental voucher programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency.

(2) The purpose of this part is to implement the policies and procedures applicable to operation of a local FSS program, as established under section 23 of the 1937 Act (42 U.S.C. 1437u), under HUD's rental voucher, rental certificate, and public housing programs.

(b) *Scope.* (1) Each PHA that received funding for public housing units under the FY 1991 and FY 1992 FSS incentive award competitions must operate a public housing FSS program.

(2) Each PHA that received funding for Section 8 rental certificates or rental vouchers under the combined FY 1991/1992 FSS incentive award competition must operate a Section 8 FSS program.

(3) Unless the PHA receives an exemption under § 984.105:

(i) Each PHA for which HUD reserved funding (budget authority) for addi-

tional rental certificates or rental vouchers in FY 1993 through October 20, 1998 must operate a Section 8 FSS program.

(ii) Each PHA for which HUD reserved funding (budget authority) to acquire or construct additional public housing units in FY 1993 through October 20, 1998 must operate a public housing FSS program.

(c) *Applicability.* This part applies to:

- (1) The public housing program, and
- (2) The Section 8 certificate and voucher programs.

[61 FR 8815, Mar. 5, 1996, as amended at 65 FR 16731, Mar. 29, 2000]

#### § 984.102 Program objectives.

The objective of the FSS program is to reduce the dependency of low-income families on welfare assistance and on Section 8, public, or any Federal, State, or local rent or homeownership subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling, and other forms of social service assistance, while living in assisted housing, so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency, as defined in § 984.103 of this subpart A. The Department will measure the success of a local FSS program not only by the number of families who achieve self-sufficiency, but also by the number of FSS families who, as a result of participation in the program, have family members who obtain their first job, or who obtain higher paying jobs; no longer need benefits received under one or more welfare programs; obtain a high school diploma or higher education degree; or accomplish similar goals that will assist the family in obtaining economic independence.

[61 FR 8815, Mar. 5, 1996, as amended at 65 FR 16731, Mar. 29, 2000]

#### § 984.103 Definitions.

(a) The terms *1937 Act*, *Fair Market Rent*, *HUD*, *Public Housing*, *Public Housing Agency* (PHA), *Secretary*, and *Section 8*, as used in this part, are defined in part 5 of this title.

(b) As used in this part:

*Certification* means a written assertion based on supporting evidence, provided by the FSS family or the PHA, as may be required under this part, and which:

(1) Shall be maintained by the PHA in the case of the family's certification, or by HUD in the case of the PHA's certification;

(2) Shall be made available for inspection by HUD, the PHA, and the public, as appropriate; and

(3) Shall be deemed to be accurate for purposes of this part, unless the Secretary or the PHA, as applicable, determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.

*Chief executive officer (CEO)*. The CEO of a unit of general local government means the elected official or the legally designated official, who has the primary responsibility for the conduct of that entity's governmental affairs. The CEO for an Indian tribe is the tribal governing official.

*Contract of participation* means a contract in a form approved by HUD, entered into between a participating family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered into between the PHA and all members of the family who will participate in the FSS program, and which plans are attached to the contract of participation as exhibits. For additional detail, see § 984.303 of this subpart A.

*Earned income* means income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment. Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS escrow account established by a PHA on behalf of a participating family.

*Effective date of contract of participation* means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

*Eligible families* means:

(1) For the public housing FSS program, current residents of public housing. Eligible families also include current residents of public housing who are participants in local public housing self-sufficiency programs; and

(2) For Section 8 FSS program, current Section 8 rental certificate or rental voucher program participants, including participants in the Project Self-Sufficiency or Operation Bootstrap or other local self-sufficiency programs.

*Enrollment* means the date that the FSS family entered into the contract of participation with the PHA.

*Family Self-Sufficiency program* or FSS program means the program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the 1937 Act.

*FSS account* means the FSS escrow account authorized by section 23 of the 1937 Act, and as provided by § 984.305 of this subpart A.

*FSS credit* means the amount credited by the PHA to the participating family's FSS account.

*FSS family or participating family* means a family that resides in public housing or receives assistance under the rental certificate or rental voucher programs, and that elects to participate in the FSS program, and whose designated head of the family has signed the contract of participation.

*FSS related service program* means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of "supportive services" set forth in this § 984.103.

*FSS slots* refer to the total number of public housing units or the total number of rental certificates or rental vouchers that comprise the minimum size of a PHA's respective public housing FSS program or Section 8 FSS program.

*FY* means Federal Fiscal Year (starting with October 1, and ending September 30, and designated by the calendar year in which it ends).

*Head of FSS family* means the adult member of the FSS family who is the head of the household for purposes of

determining income eligibility and rent.

*Housing subsidies* means assistance to meet the costs and expenses of temporary shelter, rental housing or homeownership, including rent, mortgage or utility payments.

*Individual training and services plan* means a written plan that is prepared for the head of the FSS family, and each adult member of the FSS family who elects to participate in the FSS program, by the PHA in consultation with the family member, and which sets forth:

(1) The supportive services to be provided to the family member;

(2) The activities to be completed by that family member; and

(3) The agreed upon completion dates for the services and activities. Each individual training and services plan must be signed by the PHA and the participating family member, and is attached to, and incorporated as part of the contract of participation. An individual training and services plan must be prepared for the head of the FSS family.

*JOBS Program* means the Job Opportunities and Basic Skills Training Program authorized under part F of title IV of the Social Security Act (42 U.S.C. 402(a)(19)).

*JTPA* means the Job Training Partnership Act (29 U.S.C. 1579(a)).

*Low-income family.* As defined in part 5 of this title.

*Participating family.* See definition for "FSS family" in this section.

*Program Coordinating Committee or PCC* is the committee described in § 984.202 of this part.

*Public housing* means housing assisted under the 1937 Act, excluding housing assisted under Section 8 of the 1937 Act.

*Self-sufficiency* means that an FSS family is no longer receiving Section 8, public or Indian housing assistance, or any Federal, State, or local rent or homeownership subsidies or welfare assistance. Achievement of self-sufficiency, although an FSS program objective, is not a condition for receipt of the FSS account funds. (See § 984.305 of this part.)

*Supportive services* means those appropriate services that a PHA will make

available, or cause to be made available to an FSS family under a contract of participation, and may include:

(1) *Child care*—child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;

(2) *Transportation*—transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;

(3) *Education*—remedial education; education for completion of secondary or post secondary schooling;

(4) *Employment*—job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;

(5) *Personal welfare*—substance/alcohol abuse treatment and counseling;

(6) *Household skills and management*—training in homemaking and parenting skills; household management; and money management;

(7) *Counseling*—counseling in the areas of:

(i) The responsibilities of homeownership;

(ii) Opportunities available for affordable rental and homeownership in the private housing market, including information on an individual's rights under the Fair Housing Act; and

(iii) Money management; and

(8) *Other services*—any other services and resources, including case management, reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

*Unit size or size of unit* refers to the number of bedrooms in a dwelling unit.

*Very low-income family.* See definitions in 24 CFR 813.102 and 913.102.

*Welfare assistance* means (for purposes of the FSS program only) income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. Welfare assistance does not include:

(1) Nonrecurrent, short-term benefits that:

(i) Are designed to deal with a specific crisis situation or episode of need;

(ii) Are not intended to meet recurrent or ongoing needs; and

(iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

(3) Supportive services such as child care and transportation provided to families who are employed;

(4) Refundable earned income tax credits;

(5) Contributions to, and distributions from, Individual Development Accounts under TANF;

(6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement and other employment-related services that do not provide basic income support;

(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Social Security Act, to an individual who is not otherwise receiving assistance;

(8) Amounts solely directed to meeting housing expenses;

(9) Amounts for health care;

(10) Food stamps and emergency rental and utilities assistance; and

(11) SSI, SSDI, or Social Security.

[61 FR 8815, Mar. 5, 1996, as amended at 65 FR 16731, Mar. 29, 2000]

#### § 984.104 Basic requirements of the FSS program.

An FSS program established under this part shall be operated in conformity with:

(a) The regulations of this part, and for a Section 8 FSS program, the rental certificate and rental voucher regulations, codified in 24 CFR parts 882, 887, and 982 respectively, and for a public housing FSS program, the applicable public housing regulations, including the regulations in 24 CFR parts 913, 960, and 966;

(b) An Action Plan, as described in § 984.201, and provide comprehensive supportive services as defined in § 984.103; and

(c) An FSS program established under this part shall be operated in compliance with the nondiscrimination

and equal opportunity requirements set forth in 24 CFR part 5, with the exception of Executive Orders 11246, 11625, 12432, and 12138.

#### § 984.105 Minimum program size.

(a) *FSS program size*—(1) *Minimum program size requirement.* A PHA must operate an FSS program of the minimum program size determined in accordance with paragraph (b) of this section.

(2) *Exception or reduction of minimum program size.* Paragraph (c) of this section states when HUD may grant an exception to the minimum program size requirement, and paragraph (d) states when the minimum program size may be reduced.

(3) *Option to operate larger FSS program.* A PHA may choose to operate an FSS program of a larger size than the minimum.

(b) *How to determine FSS minimum program size*—(1) *Public housing.* The minimum size of a PHA's public housing FSS program is equal to the number of public housing units specified below:

(i) The total number of public housing units reserved in FY 1993 through October 20, 1998; plus

(ii) The number of public housing units reserved in FY 1991 and FY 1992 under the FSS incentive award competitions; minus

(iii) The number of families that have graduated from the PHA's public housing FSS program on or after October 21, 1998, by fulfilling their FSS contract of participation obligations.

(2) *Section 8.* The minimum size of a PHA's Section 8 FSS program is equal to the number of Section 8 certificate and voucher program units as calculated below:

(i) *Units included.* (A) The number of rental certificates and rental voucher units reserved under the combined FY 1991/1992 FSS incentive award competition; plus

(B) The number of additional rental certificates and rental voucher units reserved in FY 1993 through October 20, 1998 (not including the renewal of funding for units previously reserved), minus such units that are excluded from minimum program size in accordance with paragraph (b)(2)(ii) of this section; minus

(C) The number of families who have graduated from the PHA's Section 8 FSS program on or after October 21, 1998, by fulfilling their contract of participation obligations.

(ii) *Units excluded.* When determining a PHA's minimum Section 8 FSS program size, funding reserved in FY 1993 through October 20, 1998 for the following program categories is excluded (except as provided in paragraph (b)(2)(ii)(B) of this section):

(A) Funding for families affected by termination, expiration or owner opt-out under Section 8 project-based programs;

(B) Funding for families affected by demolition or disposition of a public housing project or replacement of a public housing project;

(C) Funding for families affected by conversion of assistance from the Section 23 leased housing or housing assistance payments programs to the Section 8 program;

(D) Funding for families affected by the sale of a HUD-owned project; and

(E) Funding for families affected by the prepayment of a mortgage or voluntary termination of mortgage insurance.

(3) *Maintaining minimum program size.* The minimum program size for a PHA's public housing or Section 8 FSS program is reduced by one slot for each family that graduates from the FSS program by fulfilling its FSS contract of participation on or after October 21, 1998. If an FSS slot is vacated by a family that has not completed its FSS contract of participation obligations, the slot must be filled by a replacement family which has been selected in accordance with the FSS family selection procedures set forth in §984.203.

(c) *Exception to program operation.* (1) Upon approval by HUD, a PHA will not be required to establish and carry out a public housing or a Section 8 FSS program if the PHA provides to HUD a certification, as defined in §984.103, that the establishment and operation of such an FSS program is not feasible because of local circumstances, which may include, but are not limited to:

(i) Lack of accessible supportive services funding, including lack of the availability of programs under JTPA or JOBS;

(ii) Lack of funding for reasonable administrative costs;

(iii) Lack of cooperation by other units of State or local government; or

(iv) Lack of interest in participating in the FSS program on the part of eligible families.

(2) An exception will not be granted if HUD determines that local circumstances do not preclude the PHA from effectively operating an FSS program that is smaller than the minimum program size.

(d) *Reduction in program size.* Upon approval by HUD, a PHA may be permitted to operate a public housing or a Section 8 FSS program that is smaller than the minimum program size if the PHA provides to HUD a certification, as defined in §984.103, that the operation of an FSS program of the minimum program size is not feasible because of local circumstances, which may include, but are not limited to:

(1) Decrease in or lack of accessible supportive services, including decrease in the availability of programs under JTPA or JOBS;

(2) Decrease in or lack of funding for reasonable administrative costs;

(3) Decrease in or lack of cooperation by other units of State or local government;

(4) Decrease in or lack of interest in participating in the FSS program on the part of eligible families.

(e) *Expiration of exception.* A full or partial exception to the FSS minimum program size requirement (approved by HUD in accordance with paragraph (c) or (d) of this section) expires three years from the date of HUD approval of the exception. If a PHA seeks to continue an exception after its expiration, the PHA must submit a new request and a new certification to HUD for consideration.

(f) *Review of certification records.* HUD reserves the right to examine, during its management review of the PHA, or at any time, the documentation and data that a PHA relied on in certifying to the unfeasibility of its establishing and operating an FSS program, or of operating an FSS program of less than minimum program size.

[61 FR 8815, Mar. 5, 1996, as amended at 65 FR 16732, Mar. 20, 2000]

### Subpart B—Program Development and Approval Procedures

#### §984.201 Action Plan.

(a) *Requirement for Action Plan.* A PHA must have a HUD-approved Action Plan that complies with the requirements of this section before the PHA implements an FSS program, whether the FSS program is a mandatory or voluntary program.

(b) *Development of Action Plan.* The Action Plan shall be developed by the PHA in consultation with the chief executive officer of the applicable unit of general local government, and the Program Coordinating Committee.

(c) *Plan submission—(1) Initial submission—(i) Mandatory program.* Unless the dates stated in paragraph (c) of this section are extended by HUD for good cause, a PHA that is establishing its first FSS program must submit an Action Plan to HUD for approval within 90 days after the PHA receives notice from HUD of:

(A) Approval of the PHA's application for incentive award units; or

(B) Approval of other funding that establishes the obligation to operate an FSS program, if the PHA did not receive FSS incentive award units.

(ii) *Voluntary program.* The PHA must submit its Action Plan and obtain HUD approval of the plan before the PHA implements a voluntary FSS program, including a program that exceeds the minimum size for a mandatory program.

(2) *Revision.* Following HUD's initial approval of the Action Plan, no further approval of the Action Plan is required unless the PHA proposes to make policy changes to the Action Plan or increase the size of a voluntary program; or HUD requires other changes. The PHA must submit any changes to the Action Plan to HUD for approval.

(d) *Contents of Plan.* The Action Plan shall describe the policies and procedures of the PHA for operation of a local FSS program, and shall contain, at a minimum, the following information:

(1) *Family demographics.* A description of the number, size, characteristics, and other demographics (including racial and ethnic data), and the supportive service needs of the families ex-

pected to participate in the FSS program;

(2) *Estimate of participating families.* A description of the number of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated Federal, tribal, State, local, and private resources;

(3) *Eligible families from other self-sufficiency program.* If applicable, the number of families, by program type, who are participating in Operation Bootstrap, Project Self-Sufficiency, or any other local self-sufficiency program who are expected to agree to execute an FSS contract of participation.

(4) *FSS family selection procedures.* A statement indicating the procedures to be utilized to select families for participation in the FSS program, subject to the requirements governing the selection of FSS families, set forth in §984.203. This statement must include a description of how the PHA's selection procedures ensure that families will be selected without regard to race, color, religion, sex, handicap, familial status, or national origin.

(5) *Incentives to encourage participation—a description of the incentives that the PHA intends to offer eligible families to encourage their participation in the FSS program (incentives plan).* The incentives plan shall provide for the establishment of the FSS account in accordance with the requirements set forth in §984.305, and other incentives, if any, designed by the PHA. The incentives plan shall be part of the Action Plan.

(6) *Outreach efforts.* A description of:

(i) The PHA's efforts, including notification and outreach efforts, to recruit FSS participants from among eligible families; and

(ii) The PHA's actions to be taken to assure that both minority and non-minority groups are informed about the FSS program, and how the PHA will make this information known.

(7) *FSS activities and supportive services.* A description of the activities and supportive services to be provided by both public and private resources to FSS families, and identification of the public and private resources which are expected to provide the supportive services.

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(8) *Method for identification of family support needs.* A description of how the FSS program will identify the needs and deliver the services and activities according to the needs of the FSS families;

(9) *Program termination; withholding of services; and available grievance procedures.* A description of the PHA's policies concerning: terminating participation in the FSS program, withholding of supportive services, or terminating or withholding Section 8 assistance, on the basis of a family's failure to comply with the requirements of the contract of participation; and the grievance and hearing procedures available for FSS families.

(10) *Assurances of non-interference with rights of non-participating families.* An assurance that a family's election not to participate in the FSS program will not affect the family's admission to public housing or to the Section 8 program or the family's right to occupancy in accordance with its lease.

(11) *Timetable for program implementation.* A timetable for implementation of the FSS program, as provided in §984.301(a)(1), including the schedule for filling FSS slots with eligible FSS families, as provided in §984.301;

(12) *Certification of coordination.* A certification that development of the services and activities under the FSS program has been coordinated with the JOBS Program; the programs provided under the JTPA; and any other relevant employment, child care, transportation, training, and education programs (e.g., Job Training for the Homeless Demonstration program) in the applicable area, and that implementation will continue to be coordinated, in order to avoid duplication of services and activities; and

(13) *Optional additional information.* Such other information that would help HUD determine the soundness of the PHA's proposed FSS program.

(e) *Eligibility of a combined program.* a PHA that wishes to operate a joint FSS program with other PHAs may combine its resources with one or more PHAs to deliver supportive services under a joint Action Plan that will provide for the establishment and operation of a combined FSS program that meets the requirements of this part.

(f) *Single action plan.* PHAs implementing both a Section 8 FSS program and a public or Indian housing FSS program may submit one Action Plan.

[61 FR 8815, Mar. 5, 1996, as amended at 65 FR 16732, Mar. 29, 2000]

**§ 984.202 Program Coordinating Committee (PCC).**

(a) *General.* Each participating PHA must establish a PCC whose functions will be to assist the PHA in securing commitments of public and private resources for the operation of the FSS program within the PHA's jurisdiction, including assistance in developing the Action Plan and in implementing the program.

(b) *Membership*—(1) *Required membership.* The PCC must: (i) For a public housing FSS program, consist of representatives of the PHA, and the residents of public housing. The public housing resident representatives shall be solicited from one or more of the following groups:

(A) An area-wide or city-wide resident council, if one exists;

(B) If the PHA will be transferring FSS participants to vacant units in a specific public housing development, the resident council or resident management corporation, if one exists, of the public housing development where the public housing FSS program is to be carried out;

(C) Any other public housing resident group, which the PHA believes is interested in the FSS program, and would contribute to the development and implementation of the FSS program; and

(ii) For a Section 8 FSS program, consist of representatives of the PHA, and of residents assisted under the section 8 rental certificate or rental voucher program or under HUD's public or Indian housing programs.

(2) *Recommended membership.* Membership on the PCC also may include representatives of the unit of general local government served by the PHA, local agencies (if any) responsible for carrying out JOBS training programs, or programs under the JTPA, and other organizations, such as other State, local or tribal welfare and employment agencies, public and private education

or training institutions, child care providers, nonprofit service providers, private business, and any other public and private service providers with resources to assist the FSS program.

(c) *Alternative committee.* The PHA may, in consultation with the chief executive officer of the unit of general local government served by the PHA, utilize an existing entity as the PCC if the membership of the existing entity consists or will consist of the individuals identified in paragraph (b)(1) of this section, and also includes individuals from the same or similar organizations identified in paragraph (b)(2) of this section.

**§ 984.203 FSS family selection procedures.**

(a) *Preference in the FSS selection process.* a PHA has the option of giving a selection preference for up to 50 percent of its public housing FSS slots and of its Section 8 FSS slots respectively to eligible families, as defined in § 984.103, who have one or more family members currently enrolled in an FSS related service program or on the waiting list for such a program. The PHA may limit the selection preference given to participants in and applicants for FSS related service programs to one or more eligible FSS related service programs. a PHA that chooses to exercise the selection preference option must include the following information in its Action Plan:

(1) The percentage of FSS slots, not to exceed 50 percent of the total number of FSS slots for each of its FSS programs, for which it will give a selection preference;

(2) The FSS related service programs to which it will give a selection preference to the programs' participants and applicants; and

(3) The method of outreach to, and selection of, families with one or more members participating in the identified programs.

(b) *FSS selection without preference.* For those FSS slots for which the PHA chooses not to exercise the selection preference provided in paragraph (a) of this section, the FSS slots must be filled with eligible families in accordance with an objective selection system, such as a lottery, the length of

time living in subsidized housing, or the date the family expressed an interest in participating in the FSS program. The objective system to be used by the PHA must be described in the PHA's Action Plan.

(c) *Motivation as a selection factor—(1) General.* a PHA may screen families for interest, and motivation to participate in the FSS program, provided that the factors utilized by the PHA are those which solely measure the family's interest, and motivation to participate in the FSS program.

(2) *Permissible motivational screening factors.* Permitted motivational factors include requiring attendance at FSS orientation sessions or preselection interviews, and assigning certain tasks which indicate the family's willingness to undertake the obligations which may be imposed by the FSS contract of participation. However, any tasks assigned shall be those which may be readily accomplishable by the family, based on the family members' educational level, and disabilities, if any. Reasonable accommodations must be made for individuals with mobility, manual, sensory, speech impairments, mental or developmental disabilities.

(3) *Prohibited motivational screening factors.* Prohibited motivational screening factors include the family's educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors, such as sensory or manual skills, and any factors which may result in discriminatory practices or treatment toward individuals with disabilities or minority or non-minority groups.

**§ 984.204 On-site facilities.**

Each PHA may, subject to the approval of HUD, make available and utilize common areas or unoccupied dwelling units in public housing projects (or for IHAs, in Indian housing projects) to provide supportive services under an FSS program, including a Section 8 FSS program.

**Subpart C—Program Operation**

**§ 984.301 Program implementation.**

(a) *Program implementation deadline*—  
 (1) *Voluntary program.* There is no deadline for implementation of a voluntary program. A voluntary program, however, may not be implemented before the requirements of § 984.201 have been satisfied.

(2) *Mandatory program*—(i) *Program start-up.* Except as provided in paragraph (a)(3) of this section, operation of a local FSS program must begin within 12 months of the earlier of notification to the PHA of HUD's approval of the incentive award units or of other funding that establishes the obligation to operate an FSS program. Operation means that activities such as outreach, participant selection, and enrollment have begun. Full delivery of the supportive services to be provided to the total number of families required to be served under the program need not occur within 12 months, but must occur by the deadline set forth in paragraph (a)(2) of this section.

(ii) *Full enrollment and delivery of service.* Except as provided in paragraph (a)(3) of this section, the PHA must have completed enrollment of the total number of families required to be served under the FSS program (based on the minimum program size), and must have begun delivery of the supportive services within two years from the date of notification of approval of the application for new public housing units for a public housing FSS program or for new rental certificates or rental vouchers for a Section 8 FSS program.

(iii) *Extension of program deadlines for good cause.* HUD may extend the deadline set forth in either paragraph (a)(1) or paragraph (a)(2) of this section if the PHA requests an extension, and HUD determines that, despite best efforts on the part of the PHA, the development of new public housing units will not occur within the deadlines set forth in this paragraph (a), the commitment by public or private resources to deliver supportive services has been withdrawn, the delivery of such services has been delayed, or other local circumstances warrant an extension of the deadlines set forth in this paragraph (a).

(b) *Program administration.* a PHA may employ appropriate staff, including a service coordinator or program coordinator to administer its FSS program, and may contract with an appropriate organization to establish and administer the FSS program, including the FSS account, as provided by § 984.305.

[61 FR 8815, Mar. 5, 1996, as amended at 65 FR 16733, Mar. 29, 2000]

**§ 984.302 Administrative fees.**

(a) *Public housing FSS program.* The performance funding system (PFS), provided under section 9(a) of the 1937 Act, shall provide for the inclusion of reasonable and eligible administrative costs incurred by PHAs in carrying out the public housing FSS programs. These costs are subject to appropriations by the Congress. However, a PHA may use other resources for this purpose.

(b) *Section 8 FSS program.* The administrative fees paid to PHAs for HUD-approved costs associated with operation of an FSS program are established by the Congress and subject to appropriations.

[61 FR 8815, Mar. 5, 1996, as amended at 65 FR 16733, Mar. 29, 2000]

**§ 984.303 Contract of participation.**

(a) *General.* Each family that is selected to participate in an FSS program must enter into a contract of participation with the PHA that operates the FSS program in which the family will participate. The contract of participation shall be signed by the head of the FSS family.

(b) *Form and content of contract*—(1) *General.* The contract of participation, which incorporates the individual training and services plan(s), shall be in the form prescribed by HUD, and shall set forth the principal terms and conditions governing participation in the FSS program, including the rights and responsibilities of the FSS family and of the PHA, the services to be provided to, and the activities to be completed by, the head of the FSS family and each adult member of the family who elects to participate in the program.

(2) *Interim goals.* The individual training and services plan, incorporated in the contract of participation, shall establish specific interim and final goals by which the PHA, and the family, may measure the family's progress toward fulfilling its obligations under the contract of participation, and becoming self-sufficient. For each participating FSS family that is a recipient of welfare assistance, the PHA must establish as an interim goal that the family become independent from welfare assistance and remain independent from welfare assistance at least one year before the expiration of the term of the contract of participation, including any extension thereof.

(3) *Compliance with lease terms.* The contract of participation shall provide that one of the obligations of the FSS family is to comply with the terms and conditions of the respective public housing lease or Section 8-assisted lease.

(4) *Employment obligation—(i) Head of family's obligation.* The head of the FSS family shall be required under the contract of participation to seek and maintain suitable employment during the term of the contract and any extension thereof. Although other members of the FSS family may seek and maintain employment during the term of the contract, only the head of the FSS family is required to seek and maintain suitable employment.

(ii) *Seek employment.* The obligation to seek employment means that the head of the FSS family has applied for employment, attended job interviews, and has otherwise followed through on employment opportunities.

(iii) *Determination of suitable employment.* A determination of suitable employment shall be made by the PHA based on the skills, education, and job training of the individual that has been designated the head of the FSS family, and based on the available job opportunities within the jurisdiction served by the PHA.

(5) *Consequences of noncompliance with the contract.* The contract of participation shall specify that if the FSS family fails to comply, without good cause, with the terms and conditions of the contract of participation, which includes compliance with the public

housing lease or the Section 8-assisted lease, the PHA may:

(i) Withhold the supportive services;

(ii) Terminate the family's participation in the FSS program; or

(iii) For the Section 8 FSS program, terminate or withhold the family's Section 8 assistance, except in the case where the only basis for noncompliance with the contract of participation is noncompliance with the lease, or failure to become independent from welfare assistance. However, failure to become independent from welfare assistance because of failure of the head of household to meet the employment obligation described in paragraph (a)(4) of this section, or failure of the FSS family to meet any other obligation under the contract of participation, except the interim goal concerning welfare assistance, is grounds for the PHA to terminate or withhold Section 8 assistance.

(c) *Contract term.* The contract of participation shall provide that each FSS family will be required to fulfill those obligations to which the participating family has committed itself under the contract of participation no later than 5 years after the effective date of the contract.

(d) *Contract extension.* The PHA shall, in writing, extend the term of the contract of participation for a period not to exceed two years for any FSS family that requests, in writing, an extension of the contract, provided that the PHA finds that good cause exists for granting the extension. The family's written request for an extension must include a description of the need for the extension. As used in this paragraph (d), "good cause" means circumstances beyond the control of the FSS family, as determined by the PHA, such as a serious illness or involuntary loss of employment. Extension of the contract of participation will entitle the FSS family to continue to have amounts credited to the family's FSS account in accordance with § 984.304.

(e) *Unavailability of supportive services—(1) Good faith effort to replace unavailable services.* If a social service agency fails to deliver the supportive services pledged under an FSS family member's individual training and services plan, the PHA shall make a good

faith effort to obtain these services from another agency.

(2) *Assessment of necessity of services.* If the PHA is unable to obtain the services from another agency, the PHA shall reassess the family member's needs, and determine whether other available services would achieve the same purpose. If other available services would not achieve the same purpose, the PHA shall determine whether the unavailable services are integral to the FSS family's advancement or progress toward self-sufficiency. If the unavailable services are:

(i) Determined not to be integral to the FSS family's advancement toward self-sufficiency, the PHA shall revise the individual training and services plan to delete these services, and modify the contract of participation to remove any obligation on the part of the FSS family to accept the unavailable services, in accordance with paragraph (f) of this section; or

(ii) Determined to be integral to the FSS family's advancement toward self-sufficiency (which may be the case if the affected family member is the head of the FSS family), the PHA shall declare the contract of participation null and void. Nullification of the contract of participation on the basis of unavailability of supportive services shall not be grounds for termination of Section 8 assistance.

(f) *Modification.* The PHA and the FSS family may mutually agree to modify the contract of participation. The contract of participation may be modified in writing with respect to the individual training and services plans, the contract term in accordance with paragraph (d) of this section, and designation of the head of the family.

(g) *Completion of the contract.* The contract of participation is considered to be completed, and a family's participation in the FSS program is considered to be concluded when one of the following occurs:

(1) The FSS family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof; or

(2) 30 percent of the monthly adjusted income of the FSS family equals or exceeds the published existing housing

fair market rent for the size of the unit for which the FSS family qualifies based on the PHA's occupancy standards. The contract of participation will be considered completed and the family's participation in the FSS program concluded on this basis even though the contract term, including any extension thereof, has not expired, and the family members who have individual training and services plans have not completed all the activities set forth in their plans.

(h) *Termination of the contract.* The contract of participation is automatically terminated if the family's Section 8 assistance is terminated in accordance with HUD requirements. The contract of participation may be terminated before the expiration of the contract term, and any extension thereof, by:

(1) Mutual consent of the parties;

(2) The failure of the FSS family to meet its obligations under the contract of participation without good cause, including in the Section 8 FSS program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA;

(3) The family's withdrawal from the FSS program;

(4) Such other act as is deemed inconsistent with the purpose of the FSS program; or

(5) Operation of law.

(i) *Option to terminate Section 8 housing and supportive service assistance.* The PHA may terminate or withhold Section 8 housing assistance, the supportive services, and the FSS family's participation in the FSS program, if the PHA determines, in accordance with the hearing procedures provided in 24 CFR 982.555 that the FSS family has failed to comply without good cause with the requirements of the contract of participation as provided in paragraph (b)(5) of this section.

(j) *Transitional supportive service assistance.* a PHA may continue to offer to a former FSS family who has completed its contract of participation and whose head of family is employed, appropriate FSS supportive services in becoming self-sufficient (if the family

still resides in public housing, or Section 8-assisted housing), or in remaining self-sufficient (if the family no longer resides in public, Section 8-assisted housing, or other assisted housing).

**§ 984.304 Total tenant payment, family rent, and increases in family income.**

(a)(1) *Public housing FSS program: Calculation of total tenant payment.* Total tenant payment for a family participating in the public housing FSS program is determined in accordance with the regulations set forth in 24 CFR part 913.

(2) *Section 8 FSS program: Calculation of family rent.* For the rental certificate program, total tenant payment for a family participating in the Section 8 FSS program and the amount of the housing assistance payment is determined in accordance with the regulations set forth in subpart F of 24 CFR part 5, and subpart K of 24 CFR part 982. For the rental voucher program, the housing assistance payment for a family participating in the FSS program is determined in accordance with the regulations set forth in 24 CFR § 982.505.

(b) *Increases in FSS family income.* Any increase in the earned income of an FSS family during its participation in an FSS program may not be considered as income or a resource for purposes of eligibility of the FSS family for other benefits, or amount of benefits payable to the FSS family, under any other program administered by HUD, unless the income of the FSS family equals or exceeds 80 percent of the median income of the area (as determined by HUD, with adjustments for smaller and larger families).

[61 FR 8815, Mar. 5, 1996, as amended at 64 FR 13057, Mar. 16, 1999]

**§ 984.305 FSS account.**

(a) *Establishment of FSS account—(1) General.* The PHA shall deposit the FSS account funds of all families participating in the PHA's FSS program into a single depository account. The PHA must deposit the FSS account funds in one or more of the HUD-approved investments.

(2) *Accounting for FSS account funds—(i) Accounting records.* The total of the combined FSS account funds will be supported in the PHA accounting records by a subsidiary ledger showing the balance applicable to each FSS family. During the term of the contract of participation, the PHA shall credit periodically, but not less than annually, to each family's FSS account, the amount of the FSS credit determined in accordance with paragraph (b) of this section.

(ii) *Proration of investment income.* The investment income for funds in the FSS account will be prorated and credited to each family's FSS account based on the balance in each family's FSS account at the end of the period for which the investment income is credited.

(iii) *Reduction of amounts due by FSS family.* If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the public housing or section 8-assisted lease, the balance in the family's FSS account shall be reduced by that amount (as reported by the owner to the PHA in the Section 8 FSS program) before prorating the interest income. If the FSS family has fraudulently under-reported income, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

(3) *Reporting on FSS account.* Each PHA will be required to make a report, at least once annually, to each FSS family on the status of the family's FSS account. At a minimum, the report will include:

(i) The balance at the beginning of the reporting period;

(ii) The amount of the family's rent payment that was credited to the FSS account, during the reporting period;

(iii) Any deductions made from the account for amounts due the PHA before interest is distributed;

(iv) The amount of interest earned on the account during the year; and

(v) The total in the account at the end of the reporting period.

(b) *FSS credit—(1) Computation of amount.* For purposes of determining the FSS credit, "family rent" is: for the public housing program, the total tenant payment as defined in 24 CFR

subpart F of 24 CFR part 5; for the rental certificate program, the total tenant payment as defined in 24 CFR subpart F of 24 CFR part 5; and for the rental voucher program, 30 percent of adjusted monthly income. The FSS credit shall be computed as follows:

(i) For FSS families who are very low-income families, the FSS credit shall be the amount which is the lesser of:

(A) Thirty percent of current monthly adjusted income less the family rent, which is obtained by disregarding any increases in earned income (as defined in § 984.103) from the effective date of the contract of participation; or

(B) The current family rent less the family rent at the time of the effective date of the contract of participation.

(ii) For FSS families who are low-income families but not very low-income families, the FSS credit shall be the amount determined according to paragraph (b)(1)(i) of this section, but which shall not exceed the amount computed for 50 percent of median income.

(2) *Ineligibility for FSS credit.* FSS families who are not low-income families shall not be entitled to any FSS credit.

(3) *Cessation of FSS credit.* The PHA shall not make any additional credits to the FSS family's FSS account when the FSS family has completed the contract of participation, as defined in § 984.303(g), or when the contract of participation is terminated or otherwise nullified.

(c) *Disbursement of FSS account funds—(1) General.* The amount in an FSS account, in excess of any amount owed to the PHA by the FSS family, as provided in paragraph (a)(3)(iii) of this section, shall be paid to the head of the FSS family when the contract of participation has been completed as provided in § 984.303(g), and if, at the time of contract completion, the head of the FSS family submits to the PHA a certification, as defined in § 984.103, that, to the best of his or her knowledge and belief, no member of the FSS family is a recipient of welfare assistance.

(2) *Disbursement before expiration of contract term.* (i) If the PHA determines that the FSS family has fulfilled its obligations under the contract of participation before the expiration of the

contract term, and the head of the FSS family submits a certification that, to the best of his or her knowledge, no member of the FSS family is a recipient of welfare assistance, the amount in the family's FSS account, in excess of any amount owed to the PHA by the FSS family, as provided in paragraph (a)(3)(iii) of this section, shall be paid to the head of the FSS family.

(ii) If the PHA determines that the FSS family has fulfilled certain interim goals established in the contract of participation and needs a portion of the FSS account funds for purposes consistent with the contract of participation, such as completion of higher education (i.e., college, graduate school), or job training, or to meet start-up expenses involved in creation of a small business, the PHA may, at the PHA's sole option, disburse a portion of the funds from the family's FSS account to assist the family meet those expenses.

(3) *Verification of family certification.* Before disbursement of the FSS account funds to the family, the PHA may verify that the FSS family is no longer a recipient of welfare assistance by requesting copies of any documents which may indicate whether the family is receiving any welfare assistance, and contacting welfare agencies.

(d) *Succession to FSS account.* If the head of the FSS family ceases to reside with other family members in the public housing or the Section 8-assisted unit, the remaining members of the FSS family, after consultation with the PHA, shall have the right to designate another family member to receive the funds in accordance with paragraph (c) (1) or (2) of this section.

(e) *Use of FSS account funds for homeownership.* A public housing FSS family may use its FSS account funds for the purchase of a home, including the purchase of a home under one of HUD's homeownership programs, or other Federal, State, or local homeownership programs unless such use is prohibited by the statute or regulations governing the particular homeownership program.

(f) *Forfeiture of FSS account funds—(1) Conditions for forfeiture.* Amounts in the FSS account shall be forfeited upon the occurrence of the following:

(i) The contract of participation is terminated, as provided in §984.303(e) or §984.303(h); or

(ii) The contract of participation is completed by the family, as provided in §984.303(g), but the FSS family is receiving welfare assistance at the time of expiration of the term of the contract of participation, including any extension thereof.

(2) *Treatment of forfeited FSS account funds—(i) Public housing FSS program.* FSS account funds forfeited by the FSS family will be credited to the PHA's operating reserves and counted as other income in the calculation of the PFS operating subsidy eligibility for the next budget year.

(ii) *Section 8 FSS program.* FSS account funds forfeited by the FSS family will be treated as program receipts for payment of program expenses under the PHA budget for the applicable Section 8 program, and shall be used in accordance with HUD requirements governing the use of program receipts.

[61 FR 8815, Mar. 5, 1996, as amended at 64 FR 13057, Mar. 16, 1999]

**§ 984.306 Section 8 residency and portability requirements.**

(a) *Relocating FSS family.* For purposes of this section, the term "relocating FSS family" refers to an FSS family that moves from the jurisdiction of a PHA at least 12 months after signing its contract of participation.

(b) *Initial occupancy—(1) First 12 months.* A family participating in the Section 8 FSS program must lease an assisted unit, for a minimum period of 12 months after the effective date of the contract of participation, in the jurisdiction of the PHA that selected the family for the FSS program. However, the PHA may approve a family's request to move outside the initial PHA jurisdiction under portability (in accordance with §982.353 of this chapter) during this period.

(2) *After the first 12 months.* After the first 12 months of the FSS contract of participation, the FSS family may move outside the initial PHA jurisdiction under portability procedures (in accordance with §982.353 of this chapter).

(c) *Portability: relocation but continued participation in the FSS program of the*

initial PHA—(1) *General.* A relocating FSS family may continue in the FSS program of the initial PHA if the family demonstrates to the satisfaction of the initial PHA that, notwithstanding the move, the relocating FSS family will be able to fulfill its responsibilities under the initial or modified contract of participation at its new place of residence. (For example, the FSS family may be able to commute to the supportive services specified in the contract of participation, or the family may move to obtain employment as specified in the contract.)

(2) *Single contract of participation.* If the relocating family remains in the FSS program of the initial PHA, there will only be one contract of participation, which shall be the contract executed by the initial PHA.

(d) *Portability: relocation and participation in the FSS program of the receiving PHA—(1) General.* A relocating FSS family may participate in the FSS program of the receiving PHA, if the receiving PHA allows the family to participate in its program. A PHA is not obligated to enroll a relocating FSS family in its FSS program.

(2) *Two contracts of participation.* If the receiving PHA allows the relocating FSS family to participate in its FSS program, the receiving PHA will enter into a new contract of participation with the FSS family for the term on the remaining contract with the initial PHA. The initial PHA will terminate its contract of participation with the family.

(e) *Single FSS account.* Regardless of whether the relocating FSS family remains in the FSS program of the initial PHA or is enrolled in the FSS program of the receiving PHA, there will be a single FSS account which will be maintained by the initial PHA. When an FSS family will be absorbed by the receiving PHA, the initial PHA will transfer the family's FSS account to the receiving PHA.

(f) *FSS program termination; loss of FSS account; and termination of Section 8 assistance.* (1) If an FSS family that relocates to another jurisdiction, as provided under this section, is unable to

**§ 984.401**

fulfill its obligations under the contract of participation, or any modifications thereto, the PHA, which is party to the contract of participation, may:

(i) Terminate the FSS family from the FSS program and the family's FSS account will be forfeited; and

(ii) Terminate the FSS family's Section 8 assistance on the ground that the family failed to meet its obligations under the contract of participation.

(2) In the event of forfeiture of the family's FSS account, the funds in the family's FSS account will revert to the PHA maintaining the FSS account for the family.

[61 FR 8815, Mar. 5, 1996, as amended at 65 FR 16733, Mar. 29, 2000]

**Subpart D—Reporting**

**§ 984.401 Reporting.**

Each PHA that carries out an FSS program under this part shall submit to HUD, in the form prescribed by HUD, a report regarding its FSS program. The report shall include the following information:

(a) A description of the activities carried out under the program;

(b) A description of the effectiveness of the program in assisting families to achieve economic independence and self-sufficiency;

(c) A description of the effectiveness of the program in coordinating resources of communities to assist families to achieve economic independence and self-sufficiency; and

(d) Any recommendations by the PHA or the appropriate local program coordinating committee for legislative or administrative action that would improve the FSS program and ensure the effectiveness of the program.

**PART 985—SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)**

**Subpart A—General**

Sec.

985.1 Purpose and applicability.

985.2 Definitions.

985.3 Indicators, HUD verification methods and ratings.

**24 CFR Ch. IX (4–1–06 Edition)**

**Subpart B—Program Operation**

985.101 SEMAP certification.

985.102 SEMAP profile.

985.103 SEMAP score and overall performance rating.

985.104 PHA right of appeal of overall rating.

985.105 HUD SEMAP responsibilities.

985.106 Required actions for SEMAP deficiencies.

985.107 Required actions for PHA with troubled performance rating.

985.108 SEMAP records.

985.109 Default under the Annual Contributions Contract (ACC).

**Subpart C—Physical Assessment Component [Reserved]**

AUTHORITY: 42 U.S.C. 1437a, 1437c, 1437f, and 3535(d).

SOURCE: 63 FR 48555, Sept. 10, 1998, unless otherwise noted.

EDITORIAL NOTE: Nomenclature changes to part 985 appear 64 FR 67983, Dec. 3, 1999.

**Subpart A—General**

**§ 985.1 Purpose and applicability.**

(a) *Purpose.* The Section 8 Management Assessment Program (SEMAP) is designed to assess whether the Section 8 tenant-based assistance programs operate to help eligible families afford decent rental units at the correct subsidy cost. SEMAP also establishes a system for HUD to measure PHA performance in key Section 8 program areas and to assign performance ratings. SEMAP provides procedures for HUD to identify PHA management capabilities and deficiencies in order to target monitoring and program assistance more effectively. PHAs can use the SEMAP performance analysis to assess and improve their own program operations.

(b) *Applicability.* This rule applies to PHA administration of the tenant-based Section 8 rental voucher and rental certificate programs (24 CFR part 982), the project-based component (PBC) of the certificate program (24 CFR part 983) to the extent that PBC family and unit data are reported and measured under the stated HUD verification method, and enrollment levels and contributions to escrow accounts for Section 8 participants under

**COMITE DE COORDINACION  
PROGRAMA AUTOSUFICIENCIA FAMILIAR (PCC)  
("FSS Program Coordinating Committee")**

**DEBERES:**

- Ayudar a desarrollar el Plan de Acción y sus políticas
- Obtener servicio de apoyo tanto público como privado
- Supervisar la implementación general del Programa

**MIEMBROS:**

**I. Mandatario = Representantes de:**

1. PHA
2. Familias Participantes

**II. Recomendados:**

1. Oficina del Alcalde ("Chief Executive Officer") = Asistente administrativo o algún representante que tenga acceso directo al Alcalde.
2. Agencias locales responsables de programas de adiestramiento y empleo
3. JTPA
4. Organizaciones tales como:
  - Welfare local o estatal
  - Agencias de empleo local o estatal
  - Instituciones públicas o privadas de educación
  - Instituciones públicas o privadas de adiestramiento
  - Proveedores de cuidado de niños
  - Proveedores de servicio sin fines de lucro
  - Empresas privadas
  - Cualquier otra entidad pública o privada, proveedores de servicios, que cuenten con los recursos para asistir al Programa.

**III. Comité Alterno:**

El PHA en consulta con su Oficial Ejecutivo (Alcalde), pueden determinar el utilizar un comité ya existente. (Con las características de los grupos antes mencionados.)

**24 CFR 984.202 - COMITE DE COORDINACION PROGRAMA AUTOSUFICIENCIA FAMILIAR (PCC) ("FSS Program Coordinating Committee")**

*GENERAL:* Cada PHA participante deberá establecer un PCC, cuyas funciones sean el asistir al PHA en alcanzar su objetivo de establecer compromisos de apoyo con recursos públicos y privados, dentro de su jurisdicción, para la operación del Programa y, asistir en el desarrollo del Plan de Acción y la implementación del mismo.

*MEMBRESIA:*

- 1) Requerida para Sección 8 - Consiste de representantes del PHA y de participantes del Programa de Vouchers (Sección 8) o de los Programas de Vivienda Pública o Indígena.
- 2) Membresía recomendada - Además, debe incluir representantes del gobierno local (Municipio); agencias locales (si alguna) responsable de llevar a cabo programas de adiestramiento como JOBS u programas bajo JTPA y otras organizaciones estatales o locales; agencias de empleo públicas y privadas; instituciones educativas o de entrenamiento públicas o privadas; proveedores de cuidado de niños; proveedores de servicios sin fines de lucro; empresas privadas; y otros proveedores (públicos o privados) con los recursos necesarios para asistir al Programa de FSS.
- 3) Comité alterno - El PHA podría, en consulta con su Primer Ejecutivo (Alcalde), utilizar un comité de apoyo existente, si los miembros de este comité o entidad consiste o consistirá de individuos identificados en los inciso 1 de esta sección y que incluya además, individuos de las organizaciones (u organizaciones similares) a los identificados en el inciso 2.

## 24 CFR 984.203 – PROCEDIMIENTO DE SELECCION DE FAMILIAS DE FSS

*PREFERENCIA EN EL PROCESO DE SELECCION DE FSS:* El PHA tiene la opción de dar preferencia de selección hasta un máximo de 50% de sus “slots” (puesto o espacio) de FSS de Sección 8, a familias elegibles (ver 24CFR984.103), las cuales posean uno o más miembros de su familia actualmente matriculados o en lista de espera de un programa de servicios relacionados a FSS. El PHA puede limitar la preferencia en selección otorgada a participantes o solicitantes de estos programas de FSS, a uno o más programas de servicio, siempre y cuando se incluya en su Plan de Acción la siguiente información:

1. El porcentaje de los slots de FSS no excederá el 50 % del total de sus slots para su programa de FSS, para el cual la preferencia sea otorgada;
2. El programa de servicios para el cual se otorgará la preferencia; y
3. El método de promoción (“outreach” = servicio especial de asistencia pública) y de selección de familias con uno o más miembros participando en los programas identificados.

*PROCESO DE SELECCION SIN EL EMPLEO DE PREFERENCIA:* Para aquellos espacios (“slots”) en los cuáles el PHA decida no emplear la preferencia de selección, provista en la sección anterior los “slots” de FSS deben ser completados con familias elegibles de acuerdo a un sistema de selección objetivo, tal como sistema de lotería, el tiempo que lleva la persona viviendo bajo el sistema de vivienda subsidiada (Sección 8), o la fecha en que la familia expresó su interés de participar en el Programa de FSS. Este sistema objetivo deberá ser descrito en el Plan de Acción del PHA.

### *MOTIVACION COMO UN FACTOR DE SELECCION:*

1. General: El PHA podría auscultar (“screen”) a las familias por su interés y su motivación a participar en el Programa de FSS, siempre y cuando el PHA, solamente utilice estos factores con el mero propósito de medir el interés u motivación de las familias para participar de este Programa.
2. Factores permisibles al auscultar motivación: Se permite el requerir la asistencia a secciones de orientación de FSS o entrevistas de preselección y, asignarle a la familia ciertas tareas que permitan medir su buena voluntad para sobrellevar las obligaciones que pueden ser impuestas bajo el contrato de participación de FSS. De todos modos, cualquier tarea ha ser asignada a la familia, deberá ser una de modo tal que la familia pueda completarla, en base al nivel de educación de la familia y sus habilidades, si alguna. Debe proveerse acomodo razonable para individuos con impedimentos manuales, sensoriales, de movimiento, mentales, del habla o de desarrollo.
3. Factores prohibidos al auscultar motivación: Se *prohíbe* utilizar el nivel de educación de la familia, el resultado de la prueba de motivación estándar o educacional, el historial previo de empleo o de desempeño en el empleo, historial de crédito, estatus marital, número de niños, u otros factores, tales como destrezas sensoriales o manuales y cualquier factor que pueda resultar en prácticas discriminatorias o trato discriminatorio ha individuos con impedimentos o de grupos minoritarios o no-minoritarios.

## 24 CFR 984.204 – Facilidades “On-Site”

Cada PHA podrá, sujeto a la aprobación de HUD, disponer o el utilizar áreas comunes o unidades desocupadas en proyectos de vivienda pública (o IHAs, en Vivienda Indígena), para proveer los servicios de FSS, incluyendo los del Programa de FSS de Sección 8.



# ANEJO 2

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- Carta de Solicitud de Servicios de Apoyo (incluye anejos: ejemplos y carta de Compromiso/Certificación de Servicios)

\_\_ de \_\_\_\_\_ de 2006

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ASUNTO: PROGRAMA DE AUTOSUFICIENCIA FAMILIAR

Estimad\_\_ señ \_\_\_\_\_ :

La Oficina de Desarrollo Urbano y Vivienda Federal (HUD, por sus siglas en inglés) otorgó al Programa de Sección 8 del Municipio de \_\_\_\_\_, \_\_\_\_\_ vales (“vouchers”) de subsidio en renta para ayudar a las familias a lograr su autosuficiencia económica. Esto se conoce como el Programa de Autosuficiencia Familiar o FSS (por sus siglas en inglés).

El propósito del Programa es promover el desarrollo de estrategias locales para coordinar servicios bajo los programas de subsidio de renta (Programa Sección 8) con recursos del sector público y privado, para viabilizar que las familias elegibles logren su independencia económica. El objetivo del Programa de FSS es reducir la dependencia de estas familias después que se les provean las oportunidades para educación, adiestramientos para empleo, consejería y otras fuentes de asistencia de servicio mientras disfrutan el subsidio de renta, y así logren su autosuficiencia al finalizar su participación.

Para implementar el Programa FSS es necesario coordinar diferentes actividades con el propósito de encaminar a familias participantes a que desarrollen capacidad económica para adquirir eventualmente su vivienda.

Adjunto incluimos ejemplos de los servicios de apoyo que se pueden desarrollar para ayudar a las familias ha desarrollar su autosuficiencia.

Con este propósito solicitamos la participación de su Agencia en los servicios de apoyo para poder desarrollar este Programa. Adjunto le incluimos la carta de compromiso, para que la misma sea devuelta antes del \_\_\_\_\_ de \_\_\_\_\_ de 2006.

De esta manera, estaremos contribuyendo a mejor la calidad de vida de nuestros participantes.

Cordialmente,

\_\_\_\_\_  
Alcalde

## **PROGRAMA AUTOSUFICIENCIA FAMILIAR EJEMPLOS DE SERVICIOS DE APOYO\***

### **I. TALLERES**

- Como preparar un presupuesto familiar
- Causas y efecto de tener un crédito afectado y como evitarlo
- Auto evaluación e identificación de habilidades
- Vida saludable en comunidad
- Pasos a seguir en la búsqueda de empleo
- Planificación familiar
- Adiestramientos en destrezas del hogar y ser padres
- Manejo del dinero

### **II. EDUCACION**

- Tutoría para adultos y jóvenes desertores escolares
- Estudios libres para examen de 6to, 9no y 4to año
- Adiestramiento vocacional
- Orientación para continuar estudios universitarios

### **III. SERVICIOS DE APOYO**

- Cuido de niños
- Educación pre-escolar
- Evaluación y orientación para la adquisición de vivienda propia
- Asistencia individual en la búsqueda de empleo
- Trámites para desintoxicar a personas con abuso de sustancias controladas y alcohol
- Tratamiento a enfermos mentales
- Servicios médicos, terapia y otros servicios relacionados, a participantes con necesidades especiales
- Transportación – que facilite a la familia a recibir los servicios de apoyo o para asistir a su empleo
- Empleo – adiestramiento de empleo, preparación y asesoría, desarrollo y ubicación de empleo, asistencia una vez obtenido el empleo y completado el contrato de participación
- Manejo de casos

*\*Estos son algunos ejemplos. Cualquier otra sugerencia o servicio adicional, a lo aquí propuesto, que pueda ser provisto por su Agencia, favor de incluirlo en la carta compromiso. Gracias.*

## COMPROMISO DE SERVICIOS DE APOYO

\_\_\_\_\_ de \_\_\_\_\_ de 200\_\_

Hon. \_\_\_\_\_  
Alcalde  
Municipio de Patillas

### **ASUNTO: PROGRAMA AUTOSUFICIENCIA FAMILIAR**

Estimado señor Alcalde:

El \_\_\_\_\_ está interesado en participar en las iniciativas del Programa  
(nombre de la agencia, organización o entidad)  
en referencia, y se compromete a proveer o coordinar con su Municipio, los siguientes servicios

de apoyo:

- 1.
- 2.
- 3.
- 4.

Para información adicional, puede comunicarse con el (la) Sr. (a) \_\_\_\_\_

a el (los) teléfono (s) \_\_\_\_\_.

Cordialmente,

\_\_\_\_\_  
Nombre y Firma Personal Autorizado

\_\_\_\_\_  
Título



# ANEJO 3

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- Identificación/Orientación  
Posibles Participantes
  - Modelo de Carta y Encuesta a los Participantes de Sección 8
  - Modelo Material Informativo

\_\_\_ de \_\_\_\_\_ de 2006

A: TODOS LOS PARTICIPANTES  
DEL PROGRAMA SECCION 8

DE: \_\_\_\_\_  
Coordinadora Programa Sección 8

ASUNTO: PROGRAMA DE AUTOSUFICIENCIA FAMILIAR

La Oficina de Desarrollo Urbano y Vivienda Federal (HUD, por sus siglas en inglés) otorgó al Programa de Sección 8 del Municipio de Patillas, \_\_\_ espacios de vales (“vouchers”) de subsidio en renta para ayudar a las familias a lograr su autosuficiencia económica. Esto se conoce como el Programa de Autosuficiencia Familiar o FSS (por sus siglas en inglés).

El propósito del Programa es promover el desarrollo de estrategias locales que ayuden a las familias elegibles, que reciben subsidios en renta (Programa Sección 8), a que logren su independencia económica y eventualmente adquirir un hogar. Se desarrollarán servicios con agencias locales (privadas y del gobierno) para brindar a las familias interesadas, las habilidades y experiencia necesarias que les permitirán obtener un empleo y un salario para lograr su autosuficiencia familiar.

Aunque el Programa es voluntario para las familias recibiendo asistencia de Sección 8, las familias deben firmar un contrato por cinco años (5), en dónde se establecen los deberes y responsabilidades del Municipio y de la Familia participante. En este contrato se especifica también, los objetivos y servicios necesarios para que cada familia pueda lograr su autosuficiencia. El contrato de FSS exige que la familia cumpla con el contrato de alquiler (“lease”) de Sección 8, que ningún integrante de la familia reciba ayuda social, y que el Jefe de la Familia busque y conserve un empleo apropiado. El Programa de FSS, además de ofrecer oportunidades de servicios a la familia, les provee la oportunidad de ahorrar dinero.

Como garantía del contrato, el Municipio abre una cuenta de reserva (“escrow account”) para cada familia que participa del Programa. Si ocurre algún aumento en los ingresos de la Familia por concepto de trabajo, habrá aumentos en la aportación del inquilino a la renta y aumenta el porcentaje del depósito a dicha cuenta. Una vez la familia cumpla con los términos de su contrato, el monto de la cuenta de reserva de FSS le será entregado. Si por el contrario, la familia incumple con el contrato, los fondos serán confiscados.

Con el propósito de identificar las características de nuestras familias del Programa Sección 8, poder identificar los posibles participantes y los servicios necesarios para lograr cumplir con los requisitos del Programa de Autosuficiencia Familiar (FSS), adjunto un cuestionario para que sea completado y entregado a nuestra oficina en o antes del \_\_\_ de \_\_\_ de 2006. Para mayor información, favor de comunicarse con \_\_\_\_\_ al teléfono \_\_\_\_\_.

Muchas gracias.

**CUESTIONARIO A PARTICIPANTES  
PROGRAMA SECCION 8**

\_\_\_\_\_  
NOMBRE JEFE DE FAMILIA\*  
(Nombre y Apellidos)

\_\_\_\_\_  
TELEFONO\*

\_\_\_\_\_  
NUMERO EXPEDIENTE\*

\_\_\_\_\_  
(Si hay que dejar mensaje)  
NOMBRE PERSONA CONTACTO\*

\_\_\_\_\_  
DIRECCION FISICA:\*

\_\_\_\_\_  
DIRECCION POSTAL:\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DECLARACION DE LA COMPOSICION FAMILIAR E INGRESOS:**

Complete la siguiente tabla con la información de todas las personas que viven actualmente en la unidad, comenzando con usted (de ser necesario utilice una hoja adicional):

NOMBRE COMPLETO*	NUMERO DE SEGURO SOCIAL*	FECHA NACIMIENTO (MES/DIA/AÑO)*	EDAD	SEXO	RELACION CON EL JEFE DE FAMILIA
1.					<b>JEFE DE FAMILIA</b>
2.					
3.					
4.					
5.					
6.					
7.					

**JEFE DE FAMILIA:** Favor de identificar la alternativa que mejor describa su raza y características étnicas en cada una de las categorías a continuación:

RAZA (Escoja Una):

- Blanco  
 Negro / Afro-Americano  
 Indio Americano /Nativo de Alaska  
 Asiático  
 Nativo de Hawai /Otro

CARACTERISTICAS ETNICAS (Escoja Una):

- Hispano o Latino  
 No Hispano / No Latino

¿TRABAJA ACTUALMENTE?  Si  No

ESTADO CIVIL: \_\_\_ Soltero(a) \_\_\_ Casado(a) \_\_\_ Viudo(a) \_\_\_ Divorciado(a)

\_\_\_ Otros (especifique \_\_\_\_\_)

**FUENTE (S) DE INGRESO FAMILIAR:** Indique si usted o algún miembro de su composición familiar recibe alguna de las siguientes ayudas (escoger todas las que apliquen) y complete la tabla a continuación:

- Compensación por Desempleo     Seguro Social     Beneficios de Veteranos  
 SSI     TANF / Bienestar Social     Retiro/Pensión     Pensión Alimenticia  
 OTRO (Mencione) \_\_\_\_\_

Persona que recibe Ingreso (Nombre)*	Fuente de los Ingresos	Cantidad (Indique si es semanal, bi-semanal, quincenal o mensual)
		\$
		\$
		\$

**NOTA:** No es necesario completar las partes con asterisco (\*), aunque las mismas servirían para actualizar la data en sus expedientes. La información aquí provista será manejada confidencialmente y es para el uso exclusivo del Programa Sección 8. Para dudas e información adicional, favor de comunicarse con \_\_\_\_\_ al (787) \_\_\_\_\_ extensión \_\_\_\_\_. Gracias anticipadas por su cooperación..

**CUESTIONARIO**  
**PROGRAMA SECCION 8 / PROGRAMA FSS**  
**Página Dos**

**ACTIVOS:** Indique si usted o algún miembro de su composición familiar posee alguno de los siguientes activos (seleccione todos los que apliquen):

- Cuenta de Cheques / Ahorros       Acciones o Bonos       Propiedades  
 Efectivo por alguna Póliza de Seguro       Certificados de Ahorro  
 OTRO (Mencione) \_\_\_\_\_

**¿ALGUNO DE LOS MIEMBROS DE LA FAMILIA ES UNA PERSONA CON IMPEDIMENTOS?**

- Si     No

**¿USTED O ALGUNO DE LOS MIEMBROS DE LA FAMILIA INTERESA RECIBIR EDUCACION O ADIESTRAMIENTO PROFESIONAL?**

- Si     No

**JEFE DE FAMILIA:**

¿Estudia actualmente?     Si     No      ¿Dónde estudia? \_\_\_\_\_

Indique su preparación académica:

<u>Escuela Elemental</u>	<u>Escuela Intermedia</u>	<u>Escuela Superior</u>
1 2 3 4 5 6	7 8 9	10 11 12

Universidad o Colegio    1 2 3 4

Otro (Especifique) \_\_\_\_\_

**PROGRAMA AUTO-SUFICIENCIA FAMILIAR (FSS):**

¿INTERESA PARTICIPAR EN EL PROGRAMA DE AUTO-SUFICIENCIA FAMILIAR?     Si     No

SI CONTESTO NO, INDIQUE LAS RAZONES POR LAS QUE NO PARTICIPARIA DEL PROGRAMA:

- No estoy preparado para estudiar o recibir adiestramiento  
 No tengo mis metas definidas  
 Mis hijos están muy pequeños  
 Tengo problemas de salud que me impiden participar en este momento del Programa  
 No tengo medio de transporte y la transportación pública está muy lejos de mi hogar  
 Otras (Especifique) \_\_\_\_\_

COMENTARIOS (Escriba aquí cualquier otra información que desee informar al Municipio o dudas en general que tenga sobre el o los Programas que ofrecemos) :

\_\_\_\_\_  
\_\_\_\_\_

YO, COMO JEFE DE FAMILIA, CERTIFICO QUE LA INFORMACION AQUI PROVISTA ES CORRECTA Y QUE NO SE OMITIO INFORMACION ALGUNA. Certifico además que, entiendo que **esta información es confidencial** y será utilizada para actualizar la data estadística del Programa de Voucher para el Subsidio de Vivienda/Sección 8 ("Housing Choice Voucher Program") y que la misma no es una solicitud oficial al Programa de Auto-suficiencia Familiar (FSS). La misma servirá al Municipio para estudiar las necesidades de nuestros participantes.

Fecha \_\_\_\_\_

Firma del Jefe de Familia\* \_\_\_\_\_

## PROGRAMA AUTOSUFICIENCIA DESCRIPCION GENERAL

### OBJETIVO

El objetivo de este programa es asistir a estas familias en conseguir un empleo que les convierta en auto-suficientes, de modo que no dependan de asistencia por bienestar social.

### COORDINADOR DE CASO

Un Director o Manejador de Caso deberá coordinar, en conjunto con la familia, metas con las cuales la familia alcance su auto-suficiencia en un período **no mayor de 5 años**.

### METAS

Estas metas incluyen:

- Educación
- Adiestramiento especializado
- Actividades para disponibilidad y ubicación de empleo
- Objetivos para el avance en carreras profesionales

Las metas para cada miembro de la familia participante deberán establecerse en los Planes de Adiestramiento y Servicios Individual, incluido en el contrato de participación para FSS.

### CUENTAS DE RESERVA (“ESCROW ACCOUNT”)

Cuando la familia cumple con sus metas y termina con el contrato del Programa de Auto-suficiencia Familiar, la familia es elegible para recibir fondos que han sido depositados en una cuenta de reserva a su nombre a lo largo de la participación de la familia en dicho Programa. La cantidad acreditada en la cuenta de reserva está basada en el aumento del salario familiar durante el término del contrato de FSS.

### EXITO

El éxito del Programa FSS puede ser ampliamente definido, si contamos el número de participantes que adquieren auto-suficiencia y el número de miembros de la familia que se les ayuda para:

- Obtener un primer trabajo o uno con mejor salario;
- No recurrir a asistencia pública;
- Recibir un diploma de escuela superior o un grado de educación superior;
- Lograr metas similares que ayuden a la familia en obtener independencia económica.



# ANEJO 4

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- Forma HUD-52650-S: Contrato de Participación (incluye Plan Individual de Adiestramiento y Servicios)
  - Versión en inglés (HUD-52650)

# Programa de Autosuficiencia Familiar, Contrato de Participación

Programas de Vivienda Pública  
Vivienda para Indios y Sección 8

Departamento de Vivienda  
y Desarrollo Urbana de los Estados Unidos  
Oficina de Vivienda Pública y del Indio

OMB No.: 2577-0178  
(exp. 04/30/2007)

Revise la pagina de Instrucciones referentes a Reportajes para el Publico y Las Declaraciones con los derechos de la Privacidad de la Persona.

Este Contrato de Participación del Programa de Autosuficiencia Familiar (en inglés Family Self-Sufficiency (FSS)) es entre \_\_\_\_\_, Agencia de Vivienda (en inglés Housing Agency (HA)), y \_\_\_\_\_, jefe de la familia FSS.

La familia FSS incluye a todas las personas en la composición familiar, y se refiere en este contrato a la "familia".

## Tipo de Programa FSS.

La familia es un participante de: (Seleccione solamente una)

- Programa de Comprobante de Alquiler o Certificado de Renta de la Sección 8 de FSS
- Programa de Vivienda Pública de FSS
- Programa de Vivienda para Indios de FSS

## Propósito del Contrato

El propósito de este contrato es de declarar los derechos y las responsabilidades de la familia y la HA, los recursos y los servicios de apoyo que se proveerán a la familia, y las actividades que la familia completará.

## Término del Contrato

Este contrato comenzará el \_\_\_\_\_.

Este contrato terminará el \_\_\_\_\_.

La HA puede extender el término de este contrato hasta 2 años si la familia le entrega una solicitud escrita para una extensión y si la HA determina que hay causa para la extensión.

## Servicios de Apoyo y Recursos

Durante el término de este contrato, la HA tratará de proveer los recursos y servicios enumerados en el adiestramiento individual y planes de servicio. Si los recursos y servicios no se encuentran disponibles, la HA tratará de sustituir otros recursos y servicios. Sin embargo, la HA no es responsable a la familia si no se proveen los recursos y servicios.

## Cuenta Reserva FSS

La HA establecerá para la familia una cuenta reserva FSS. Una porción de los aumentos en el alquiler de la familia debido a aumentos en el ingreso del trabajo se acreditará a la cuenta reserva FSS según los requisitos de HUD.

Enumerados a continuación aparecen el ingreso anual de la familia, el ingreso del trabajo, y el alquiler familiar cuando la familia comienza el programa FSS. Estas cantidades se usarán para determinar la cantidad acreditada a la cuenta reserva de la familia FSS debido a incrementos futuros en el ingreso del trabajo.

Ingreso Anual \$ \_\_\_\_\_

Ingreso del Trabajo \$ \_\_\_\_\_

Renta familiar (pago total del inquilino, o para comprobantes de alquiler, 30% del ingreso ajustado mensual) \$ \_\_\_\_\_

La HA invertirá la cuenta reserva FSS en inversiones aprobadas por HUD.

La HA entregará a la familia FSS un informe de la cantidad en la cuenta reserva de la familia FSS por lo menos una vez al año.

Si la familia participa en el programa de Sección 8 y se muda fuera de la jurisdicción de HA bajo los procedimientos de movilidad de la Sección 8, la HA podrá transferir el balance de la cuenta reserva de la familia FSS a otra HA.

## Retiro de los Fondos de la Cuenta Reserva FSS

La HA podrá permitir a la familia que retire los fondos de la cuenta reserva FSS antes de que termine el contrato si la familia ha completado ciertas metas provisionales, designados por la HA, y necesita algunos de los fondos de la cuenta reserva FSS para completar el contrato (ejemplo: pagar gastos escolares).

La HA pagará al jefe de la familia la cantidad en la cuenta reserva FSS, menos cualquier cantidad debida a la HA cuando:

1) la HA determina que la familia ha completado este contrato, y,

2) al terminarse el contrato, el jefe de la familia provee una certificación escrita a la HA que ningún miembro de la familia recibe asistencia pública. Asistencia pública significa asistencia monetaria de programas estatales o federales de asistencia pública incluyendo AFDC, SSI que esté sujeto a una evaluación de elegibilidad de ingreso, Medicaid, cupones para alimentos y asistencia general. La asistencia pública no incluye Medicaid en forma transitoria o cuidado infantil para participantes de JOB o pagos de SSI a guardianes de niños impedidos.

Si el jefe de la familia deja la unidad de asistencia, los miembros restantes de la familia podrán, después de consultar la HA, nombrar a otro miembro de la familia para recibir los fondos de la cuenta reserva FSS.

## Pérdida de la Cuenta Reserva FSS

La familia no recibirá los fondos de la cuenta reserva FSS si:

- 1) el contrato de participación ha terminado,
- 2) el contrato de participación se declara nulo o inválido, o
- 3) si la familia no ha cumplido con sus responsabilidades dentro del tiempo específico como se declara en este contrato.

## Responsabilidades Familiares

### El Jefe de la Familia debe:

Buscar y mantener empleo adecuado después de completar los programas de adiestramiento en el trabajo enumerados en el plan de servicios y la adiestramiento individual. La HA, después de consultar con el jefe de la familia, determinará el empleo adecuado a base de destrezas, educación, y adiestramiento del trabajo de ese individuo y las oportunidades de trabajo disponibles en el área.

**El jefe de la familia y los miembros familiares que han decidido, junto con el acuerdo HA, llevar a cabo un plan de servicios y adiestramiento individual, deberán:**

Completar las actividades dentro de las fechas enumeradas en cada adiestramiento individual y plan de servicios.

Proveer a la HA y a HUD información acerca de la participación de la familia en el programa FSS a fin de ayudar a la HA y a HUD a evaluar el programa FSS. Esto podría incluir información relacionada con empleo, entrevistas de trabajo, adiestramiento, asistencia educativa, y otros servicios y actividades de FSS.

**Todos los miembros familiares deberán:**

Cumplir con los términos del contrato.

Si recibe asistencia pública, ser independiente de la asistencia pública y permanecer independiente por lo menos 12 meses consecutivos antes de que expire el contrato.

Si participa en el programa de la Sección 8, vivir en la jurisdicción de HA que inscribió la familia en el programa FSS por lo menos 12 meses a partir de la fecha de este contrato y cumplir con las obligaciones bajo el programa de certificados o comprobantes de alquiler de la Sección 8.

**Acciones Correctivas Por No Cumplir Con Las Responsabilidades Familiares**

Si cualquier miembro de la familia no cumple con sus responsabilidades bajo este contrato, la familia no recibirá dinero de su cuenta reserva FSS y la HA podrá:

- 1) detener los servicios del programa FSS, y
- 2) termina la participación de la familia en el programa FSS, y
- 3) si la familia participa en el programa de comprobantes o certificados de alquiler, terminar la asistencia de Sección 8, cuando los requisitos de HUD lo permitan.

**Responsabilidades de HA**

Intentar obtener un compromiso de las fuentes públicas y privadas para los servicios de apoyo para familias.

Establecer una cuenta reserva FSS para la familia, invertir los fondos de la cuenta reserva y presentar un informe a la familia de la cantidad de la cuenta reserva FSS por lo menos una vez al año.

Determinar que metas provisionales, si algunas, deberán ser completadas antes de que se le paguen los fondos en reserva a la familia; y pagar una porción de la cuenta reserva FSS a la familia si la HA determina que la familia ha cumplido con las metas específicas provisionales y necesita los fondos de la cuenta reserva de FSS para completar el contrato.

Determinar si la familia ha completado el contrato.

Pagar la cantidad de la cuenta reserva FSS a la familia, si ésta ha cumplido con el contrato y el jefe de la familia ha provisto certificación escrita que ningún miembro de la familia está recibiendo asistencia pública.

**Fin del Contrato de Participación**

El contrato se completa cuando la HA determina que:

- 1) la familia ha cumplido con todas las responsabilidades bajo el contrato; o
- 2) 30 por ciento del ingreso bruto ajustado de la familia equivale o es mayor que la cantidad de la Renta Justa en el Mercado del tamaño de la unidad para la cual califica la familia.

**Terminación del Contrato de Participación**

La HA podrá terminar este contrato si:

- 1) la familia y la HA acuerdan terminar este contrato;
- 2) la HA determina que la familia no ha cumplido con sus responsabilidades en este contrato;
- 3) la familia se retira del programa FSS;
- 4) surge algún acontecimiento el cual es inconsistente con el propósito del programa FSS; o
- 5) se le permite a la HA de acuerdo con los requisitos de HUD.

La HA podrá declarar nulo este contrato si los recursos y servicios necesarios no están disponibles.

La HA deberá presentar un aviso de terminación o anulación al jefe de la familia. El aviso deberá establecer las razones de la HA para decidir terminación o anulación el contrato.

Si el contrato es terminado o declarado nulo, la familia no tiene el derecho de recibir los fondos de la cuenta reserva FSS. La HA deberá cerrar la cuenta reserva FSS de la familia y podrá usar los fondos de acuerdo con los requisitos de HUD.

Si la familia está participando en el programa de la Sección 8, la HA terminará el contrato si la familia se muda fuera de la jurisdicción de la HA bajo los procedimientos de movilidad de la Sección 8 y comienza en el programa FSS de otro HA.

Si la familia está participando en el programa de la Sección 8, este contrato se termina automáticamente si la asistencia de Sección 8 es terminada según los requisitos de HUD.

**Conflicto con el Contrato de Vivienda Pública o Vivienda Pública para Indios**

Si parte de este contrato conflige con el contrato de vivienda pública o vivienda pública para indios, este contrato prevalecerá.

**Cumplimiento con las Normas y Requisitos de HUD**

El contrato de participación deberá ser interpretado y administrado según las normas y requisitos de HUD. Los términos y cantidades, tales como el ingreso y cantidad de la renta en la página 2, están sujetos a ser corregidos por la HA para estar en cumplimiento con las normas y requisitos de HUD. La HA deberá notificar por escrito a la familia de cualquier ajuste hecho al contrato.

**Firmas:**

**Familia**

\_\_\_\_\_  
(Firma de jefe de la familia)

\_\_\_\_\_  
(Fecha de la firma)

**Agencia de la Vivienda (HA)**

\_\_\_\_\_  
(Nombre de la HA)

\_\_\_\_\_  
(Firma oficial de la HA)

\_\_\_\_\_  
(Título oficial)

\_\_\_\_\_  
(Fecha de la firma)

**La Tarea de Información Pública** para esta recopilación de información ha sido estimada en un promedio de 0.08 horas por respuesta, incluyendo el tiempo para examinar las instrucciones, búsqueda de fuentes de datos existentes, recoger y conservar los datos necesarios y para completar y revisar la recopilación de toda la información. Envíe sus comentarios relacionados con el tiempo estimado para esta tarea o con cualquier otro aspecto de esta recopilación de información, incluyendo sugerencias para reducir esta tarea, al Oficial de Administración de Informes, Proyecto de Reducción de Papeleo (2577-0178), Oficina de Technology de Información, Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos, Washington, D.C. 20410-3600.

Información Reservada: La información que se consigna en este formulario está considerada como reservada y está protegida por la Ley de Privacidad. La Ley de Privacidad establece que el mantenimiento de estos records ha de efectuarse con debidas precauciones físicas, técnicas y administrativas para mayor seguridad y confidencialidad. Por lo demás, éstos records deberán ser protegidos en contra de amenazas anticipadas a su seguridad o integridad que puedan ocasionar daños considerables, vergüenza, incomodidad o injusticia a cualquier individuo sobre quien se mantiene la información.

## Instrucciones del HA Para Formalizar el Contrato de Participación FSS

### Partes del Contrato/Signatarios

El jefe de la familia participante debe ser el miembro adulto de la familia que es cabeza de la casa por su ingreso aceptable y para los fines del alquiler.

### Duración del Contrato

La fecha efectiva es el primer día del mes siguiente a la fecha del contrato firmado por la familia y por el representante del HA.

La fecha de vencimiento del contrato será de cinco años a partir de la fecha efectiva del contrato.

Si el HA decide prorrogar la duración del contrato, la fecha original de vencimiento que figura en la página uno del contrato deberá ser tachada y se agregará la nueva fecha de vencimiento.

Si una familia se muda según los procedimientos de portabilidad de la Sección 8 y se dispone a participar en el programa FSS del HA que la recibe, la fecha efectiva del contrato entre la familia y el HA que la recibe es el primer día del mes siguiente a la fecha en que el contrato fue firmado por la familia y el representante del HA. La fecha de vencimiento del contrato entre el HA receptor y la familia **debe** ser la misma que la fecha de vencimiento del contrato entre el HA inicial y la familia.

### Cuenta de Depósito del FSS

El ingreso y el monto del alquiler que deben insertarse en la página uno podrán copiarse de los montos del último examen o bien de la determinación provisoria anterior a la participación inicial de la familia en el programa FSS, salvo que pasaran más de 120 días entre la fecha efectiva del nuevo examen y la fecha efectiva del contrato de participación. Si han pasado más de 120 días, el HA debe conducir un nuevo examen o una nueva determinación provisoria.

Si una familia se muda según los procedimientos de portabilidad de la Sección 8 y va a participar en el programa FSS del HA que la recibe, el HA receptor debe utilizar los montos que figuran como ingreso anual, ingreso ganado y el alquiler de la familia que figura en la página uno del contrato entre el HA inicial y la familia.

### Cambios en el Contrato

Este contrato de participación sólo puede ser modificado para cambiar la duración del mismo, o el jefe de familia o los planes de capacitación individual y servicios.

Cualquier cambio del jefe de familia bajo el contrato deberá ser incluido como un anexo del contrato. El anexo debe contener el nombre del nuevo jefe de familia designado, las firmas del nuevo jefe de familia y del representante de HA y la fecha en que fue firmado.

Todo cambio/s al plan de capacitación individual y servicios deberá ser incluido como una revisión del plan de capacitación individual y servicios (anexo) al cual se refiere el cambio. La revisión deberá incluir el punto cambiado, las firmas de los participantes y del representante de HA, y la fecha en que fue firmado.

Para prórrogas de la duración del contrato, consultar la sección "Duración del Contrato".

Si, doce meses después de la fecha efectiva del contrato, una familia que se encuentra en el programa FSS de la Sección 8 se muda fuera de la jurisdicción del HA según los procedimientos de portabilidad de la Sección 8, un HA podrá optar por uno de los siguientes cursos de acción:

(1) El HA inicial podrá permitir que la familia continúe participando en su programa FSS, siempre que haya demostrado a satisfacción del HA inicial que puede responder a las responsabilidades de la familia en cuanto al contrato de la nueva locación. En este caso, el contrato existente sigue vigente sin cambio alguno. El HA inicial deberá transferir el saldo de la cuenta de depósito FSS de la familia cuando la familia sea incorporada por el HA que la recibe.

(2) El HA receptor podrá permitir que la familia participe en su programa FSS. En ese caso, el HA inicial deberá dar por terminado su contrato con la familia. Asimismo, el HA inicial deberá transferir el saldo de la cuenta de depósito FSS de la familia cuando la familia sea incorporada por el HA receptor. El HA receptor firmará un nuevo contrato con la familia.

(3) En aquellos casos en que la familia no pueda satisfacer sus obligaciones en su nueva locación y en que el HA receptor no permita que la familia participe en su programa FSS, el contrato entre el HA inicial y la familia se dará por terminado y la familia perderá los fondos de su cuenta de depósito FSS.

### Planes de Capacitación Individual y Servicios

El contrato deberá incluir un programa de capacitación individual y servicios para el jefe de familia. Los demás miembros de la familia, de 18 años de edad o mayores, podrán optar por comprometerse a seguir un plan de capacitación individual y servicios, si así lo acuerda el HA.

Los recursos y servicios de apoyo a ser proporcionados a cada miembro de la familia deberán ser detallados en los programas de capacitación individual y servicios que se anexan al contrato de participación.

La página uno del programa de capacitación individual y servicios de cada participante incluye un espacio para describir el objetivo final y el primero, de carácter provisional, que se requiere a fin de alcanzar el objetivo final. Las páginas adicionales contienen un formato para registrar cada objetivo provisorio e información específica relacionada con el logro de los mismos. La primera página del plan de cada participante deberá ser firmada por el participante y el representante del HA.

Los objetivos provisionales deberán ser especificados, así como las actividades y servicios que se necesitan para lograrlos. Por ejemplo, una madre soltera con dos hijos, cuyo objetivo provisional es completar su educación secundaria, puede necesitar distintas actividades y servicios diversos a fin de alcanzar su objetivo. Esto podría incluir el transporte, la enseñanza y la atención de los niños.

Todas las fechas de conclusión incluidas en el plan/es de capacitación individual y servicios deberán cumplirse antes o en el momento en que vence el contrato de participación.

Uno de los objetivos provisionales para las familias que reciben ayuda bajo el programa de bienestar social es el de lograr independizarse de la asistencia de bienestar social por lo menos durante doce meses consecutivos anteriores a la terminación del contrato. Toda familia que esté recibiendo ayuda bajo el programa de bienestar social **deberá** incluir esta meta como objetivo provisional en el programa de capacitación individual y servicios del jefe de familia.

El objetivo final que se detalla en el programa de capacitación individual y servicios del jefe de familia **deberá** incluir el compromiso de conseguir y mantener un empleo adecuado específicamente a sus aptitudes, educación, capacitación para trabajar y las oportunidades de trabajo en la zona.

### Incentivos

Si el HA opta por ofrecer otros incentivos relacionados con el programa FSS, dichos incentivos podrán ser incluidos en los planes de capacitación individual y servicios o como un anexo de este contrato.

**Programa de Autosuficiencia Familiar  
Plan de Servicios y Adiestramiento  
Individual**

Anexo \_\_\_\_\_

Nombre del Participante: _____	Número del Seguro Social: _____
--------------------------------	---------------------------------

**Meta Finales:**

**Meta Provisional # \_\_\_\_\_:**

Fecha en que se logró: \_\_\_\_\_

Actividades/Servicios	Partes Responsables	Fecha/s
-----------------------	---------------------	---------

Comentarios

<b>Firmas:</b> <b>Familia</b>  _____ Participante  _____ Fecha	<b>Agencia de la Vivienda (HA)</b>  _____ Representante HA  _____ Fecha
---	---

**Programa de Autosuficiencia Familiar  
Plan de Servicios y Adiestramiento  
Individual**

Anexo \_\_\_\_\_

Nombre del Participante: _____	Número del Seguro Social: _____
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**Meta Provisional # \_\_\_\_\_:**

Fecha en que se logró: \_\_\_\_\_

Actividades/Servicios	Partes Responsables	Fecha/s
-----------------------	---------------------	---------

Comentarios:

**Family Self-Sufficiency (FSS)  
Program Contract of Participation**  
Section 8, Public Housing and Indian Housing Programs

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0178  
(exp. 04/30/2007)

This Contract of Participation for the Family Self-Sufficiency (FSS) Program is between \_\_\_\_\_,  
\_\_\_\_\_, Housing Agency (HA), and  
\_\_\_\_\_, head of the FSS family.

The FSS family includes everyone in the household, and is referred to in this contract as "family".

**Type of FSS Program.**

The family is a participant in the:(Check only one)

- Section 8 Rental Certificate or Rental Voucher FSS Program
- Public Housing FSS Program
- Indian Housing FSS Program

**Purpose of Contract**

The purpose of this contract is to state the rights and responsibilities of the family and the HA, the resources and supportive services to be provided to the family, and the activities to be completed by the family.

**Term of Contract**

This contract will be effective on \_\_\_\_\_.

This contract will expire on \_\_\_\_\_.

The HA can extend the term of the contract up to 2 years if the family gives the HA a written request for an extension and the HA finds that good cause exists for the extension.

**Resources and Supportive Services**

During the term of the contract, the HA will try to provide the resources and services listed in the individual training and services plans. If the resources and services are not available, the HA will try to substitute other resources and services. However, the HA has no liability to the family if the resources and services are not provided.

**FSS Escrow Account**

The HA will establish an FSS escrow account for the family. A portion of the increases in the family's rent because of increases in earned income will be credited to the FSS escrow account in accordance with HUD requirements.

Listed below are the family's annual income, earned income, and family rent when the family begins the FSS program. These amounts will be used to determine the amount credited to the family's FSS escrow account because of future increases in earned income.

Annual Income \$ \_\_\_\_\_  
Earned Income \$ \_\_\_\_\_

Family Rent (Total Tenant Payment or, for rental vouchers, 30% of monthly Adjusted Income)\$ \_\_\_\_\_

The HA will invest the FSS escrow account funds in HUD-approved investments.

The HA will give the family a report on the amount in the family's

FSS escrow account at least once a year.

If the family is participating in the Section 8 program and moves outside the HA's jurisdiction under Section 8 portability procedures, the HA may transfer the balance of the family's FSS escrow account to another HA.

**Withdrawal of Funds from FSS Escrow Account**

The HA may permit the family to withdraw funds from the FSS escrow account before completion of the contract if the family has completed specific interim goals, designated by the HA, and needs some of the FSS escrow account funds to complete the contract (example: to pay for school costs).

The HA will pay the head of the family the amount in the family's FSS escrow account, less any amount owed to the HA, when:

- (1) the HA determines that the family has completed this contract, and,
- (2) at the time of contract completion, the head of the family provides written certification to the HA that no member of the family is receiving welfare assistance. Welfare assistance means income assistance from Federal or state welfare programs including AFDC, SSI that is subject to an income eligibility test, Medicaid, food stamps, and general assistance. Welfare assistance does not include transitional Medicaid or child care for JOBs participants or SSI payments to guardians of disabled children.

If the head of the family leaves the assisted unit, the remaining family members may, after consulting the HA, name another family member to receive the FSS escrow account funds.

**Loss of FSS Escrow Account**

The family will not receive the funds in its FSS escrow account if:

- (1) the contract of participation is terminated,
- (2) the contract of participation is declared null and void; or
- (3) the family has not met its family responsibilities within the times specified as stated in this contract.

**Family Responsibilities**

**The head of the family must:**

- o Seek and maintain suitable employment after completion of the job training programs listed in the individual training and services plan. The HA, after consulting with the head of the family, will determine what employment is suitable based on the skills, education, and job training of that individual and available job opportunities in the area.

**The head of the family and those family members who have decided, with HA agreement, to execute an individual training and services plan, must:**

- o Complete the activities within the dates listed in each individual training and services plan.

- o Provide the HA and HUD with information about the family's participation in the FSS program in order to help the HA and HUD evaluate the FSS program. This could include information regarding employment, job interviews, training, educational attendance, and other FSS services and activities.

**All family members must:**

- o Comply with the terms of the lease.
- o If receiving welfare assistance, become independent of welfare assistance and remain independent of welfare assistance for at least 12 consecutive months before the contract expires.
- o If participating in the Section 8 program, live in the jurisdiction of the HA that enrolled the family in the FSS program at least 12 months from the effective date of this contract and comply with the family obligations under the Section 8 rental certificate or rental voucher program.

**Corrective Actions for Failure to meet Family Responsibilities**

If any member of the family does not meet his or her responsibilities under this contract, the family will not receive the money in its FSS escrow account and the HA may:

- (1) stop supportive services for the family,
- (2) terminate the family's participation in the FSS program, and
- (3) if the family is participating in the rental certificate or rental voucher program, terminate the Section 8 assistance, when allowed by HUD requirements.

**HA Responsibilities**

- o Attempt to obtain commitments from public and private sources for supportive services for families.
- o Establish an FSS escrow account for the family, invest the escrow account funds, and give the family a report on the amount in the FSS escrow account at least once a year.
- o Determine which, if any, interim goals must be completed before any FSS escrow funds may be paid to the family; and pay a portion of the FSS escrow account to the family if the HA determines that the family has met these specific interim goals and needs the funds from the FSS escrow account to complete the contract.
- o Determine if the family has completed this contract.
- o Pay the family the amount in its FSS escrow account, if the family has completed the contract and the head of the family has provided written certification that no member of the family is receiving welfare assistance.

**Completion of the Contract of Participation**

Completion of the contract occurs when the HA determines that:

- (1) the family has fulfilled all of its responsibilities under the contract; or
- (2) 30 percent of the family's monthly adjusted income equals or is greater than the Fair Market Rent amount for the unit size for which the family qualifies.

**Termination of the Contract of Participation**

The HA may terminate this contract if:

- (1) the family and the HA agree to terminate the contract;
- (2) the HA determines that the family has not fulfilled its responsibilities under this contract;
- (3) the family withdraws from the FSS program;
- (4) an act occurs that is inconsistent with the purpose of the FSS program; or
- (5) the HA is permitted in accordance with HUD requirements.

The HA may declare this contract null and void if the resources and services necessary to complete the contract are not available.

The HA must give a notice of termination or nullification to the head of the family. The notice must state the reasons for the HA decision to terminate or nullify the contract.

If the contract is terminated or declared null and void, the family has no right to receive funds from the family's FSS escrow account. The HA must close the family's FSS escrow account and may use the funds for purposes in accordance with HUD requirements.

If the family is participating in the Section 8 program, the HA will terminate the contract if the family moves outside the HA's jurisdiction under Section 8 portability procedures and enters the FSS program of another HA.

If the family is participating in the Section 8 program, this contract is automatically terminated if the family's section 8 assistance is terminated in accordance with HUD requirements.

**Conflict with the Public or Indian Housing Lease**

If part of this contract conflicts with the public or Indian housing lease, the lease will prevail.

**Compliance with HUD Regulations and Requirements**

The contract of participation must be interpreted and administered in accordance with HUD regulations and requirements. Terms and figures, such as the income and rent amount on page 1, are subject to correction by the HA for compliance with HUD regulations and requirements. The HA must notify the family in writing of any adjustments made to the contract.

**Signatures:**

**Family**

\_\_\_\_\_  
(Signature of head of family)

\_\_\_\_\_  
(Date Signed)

**Housing Agency**

\_\_\_\_\_  
(Name of HA)

\_\_\_\_\_  
(Signature of HA Official)

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
(Date Signed)

Each Housing Agency (HA) must enter into a contract of participation with each eligible family that opts to participate in the FSS program. Each HA must consult with local officials to develop an action plan containing descriptions of the size, characteristics, and needs of the population to be served by its proposed FSS program; the services and activities it will provide; how the program will be implemented; the public and private resources through which services and activities will be provided; a time-table for implementation; and other data necessary for HUD to ensure coordinated implementation of program services and activities.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Response to this collection of information is mandatory by law (Section 23 (c) & (g) of the U.S. Housing Act of 1937, as added by Section 554 of the Cranston-Gonzalez National Affordable Housing Act (PL 101-625) for participation in the FSS program.

The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained.

HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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## HA Instructions for Executing the FSS Contract of Participation

### Parties to the Contract/Signatures

The head of the participating family must be the adult member of the family who is the head of the household for income eligibility and rent purposes.

### Term of Contract

The effective date is the first day of the month following the date the contract was signed by the family and the HA's representative.

The expiration date is five years from the effective date of the contract.

If the HA decides to extend the term of the contract, the original expiration date listed on page one of the contract must be crossed out and the new expiration date added.

If a family moves under Section 8 portability procedures and is going to participate in the receiving HA's FSS program, the effective date of the contract between the family and the receiving HA is the first day of the month following the date the contract was signed by the family and the HA's representative. The expiration date of the contract between the receiving HA and the family **must** be the same as the expiration date of the contract between the initial HA and the family.

### FSS Escrow Account

The income and rent numbers to be inserted on page one may be taken from the amounts on the last reexamination or interim determination before the family's initial participation in the FSS program, unless more than 120 days will pass between the effective date of the reexamination and the effective date of the contract of participation. If it has been more than 120 days, the HA must conduct a new reexamination or interim redetermination.

If a family moves under Section 8 portability procedures and is going to participate in the receiving HA's FSS program, the receiving HA must use the amounts listed for annual income, earned income, and family rent on page one of the contract between the initial HA and the family.

### Changes to the Contract

This contract of participation can only be changed to modify the contract term, the head of the family, or the individual training and services plans.

Any change of the head of the family under the contract must be included as an attachment to the contract. The attachment must contain the name of the new designated head of the family, the signatures of the new head of the family and an HA representative, and the date signed.

Any change/s to an individual training and services plan must be included as a revision to the individual training and services plan (attachment) to which the change applies. The revision must include the item changed, signatures of the participant and an HA representative, and the date signed.

For extensions to the contract term, see the "Term of Contract" section.

If, twelve months after the effective date of the contract, a family in the Section 8 FSS program moves outside of the HA's jurisdiction under Section 8 portability procedures, an HA may take one of the following actions:

(1) The initial HA may permit the family to continue to participate in its

FSS program, if the family demonstrates to the initial HA's satisfaction that it can meet the family responsibilities of the contract in the new location. In this case, the existing contract remains in effect with no change. The initial HA must transfer the family's FSS escrow account balance when the family is absorbed by the receiving HA.

(2) The receiving HA may permit the family to participate in its FSS program. If so, the initial HA must terminate its contract with the family. The initial HA must also transfer the family's FSS escrow account balance when the family is absorbed by the receiving HA. The receiving HA will execute a new contract with the family.

(3) In cases where the family cannot fulfill its family obligations in the new location, and the receiving HA does not permit the family to participate in its FSS program, the contract between the initial HA and the family shall terminate and the family will lose the funds in its FSS escrow account.

### Individual Training and Services Plans

The contract must include an individual training and services plan for the head of the family. Other family members age eighteen and older may choose to execute an individual training and services plan if agreed to by the HA.

The resources and supportive services to be provided to each family member must be listed in the individual training and services plans which are attachments to the contract of participation.

Page one of each participant's individual training and services plan includes space for the final goal and the first interim goal needed to achieve the final goal. The additional pages provide a format for recording each interim goal and specific information related to its achievement. The first page of each participant's plan must be signed by the participant and an HA representative.

Interim goals must be specified along with the activities and services needed to achieve them. For example, a single mother with two children who has an interim goal of completing her secondary education might require several different activities and services to achieve that goal. These could include transportation, tutoring, and child care.

All completion dates included in the individual training and services plan/s must be on or before the contract of participation expires.

One of the interim goals for families receiving welfare assistance is to become independent of welfare assistance for at least twelve consecutive months before the end of the contract. Any family that is receiving welfare assistance **must** have this included as an interim goal in the head of the family's individual training and services plan.

The final goal listed on the individual training and services plan of the head of the family **must** include getting and maintaining suitable employment specific to that individual's skills, education, job training, and the available job opportunities in the area.

### Incentives

If the HA has chosen to offer other incentives in connection with the FSS program, these incentives may be included in the individual training and services plans or as an attachment to this contract.

# Family Self-Sufficiency Program Individual Training and Services Plan

Attachment \_\_\_\_\_

Name of Participant \_\_\_\_\_

Social Security Number \_\_\_\_\_

**Final Goal**

Interim Goal Number \_\_\_\_\_

Date Accomplished \_\_\_\_\_

Activities/Services

Responsible Parties

Date/s

Comments

## Signatures:

**Family**

\_\_\_\_\_  
(Participant)

\_\_\_\_\_  
(Date Signed)

**Housing Agency**

\_\_\_\_\_  
(Signature of HA Representative)

\_\_\_\_\_  
(Date Signed)

# Family Self-Sufficiency Program Individual Training and Services Plan

Attachment \_\_\_\_\_

Name of Participant _____	Social Security Number _____
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Interim Goal Number \_\_\_\_\_

Date Accomplished \_\_\_\_\_

Activities/Services	Responsible Parties	Date/s
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Comments

# ANEJO 5

(Herramientas /Seguimiento a Casos)

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- **FORMA HUD-50058 (en inglés)**
  - Incluye todas las partes a ser completadas para transmitir los casos de FSS, según lo requiere la reglamentación federal. Además, contiene instrucciones.

LAS PARTES HA SER COMPLETADAS SON:

- **Partes 1 a la 9 (INFORMACION GENERAL)**
  - **Parte 12 (INFORMACION DEL PROGRAMA DE VOUCHERS)**
  - **Parte 17 (INFORMACION DEL PROGRAMA FSS)**
- **Forma HUD-52652**
  - **Forma HUD-52652: traducción al español**
  - **Modelo forma 52652 -en español – completada**
  - **Modelo forma para registrar.certificar: Gestiones de Empleo**

**U.S. Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

**Family Report**

Form HUD-50058, Family Report, applies to Public Housing, Housing Choice Voucher, and Section 8 Moderate Rehabilitation programs.

Additional instructions are contained in the Form HUD-50058 Instruction Booklet. Copies of the Instruction Booklet can be found on the PIC Web Site at <http://www.hud.gov/offices/pih/systems/pic/50058/pubs/>

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Public reporting burden for this collection of information is estimated to average 30 minutes per response in the first year and 15 minutes per response in subsequent years. This estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this Form, unless it displays a currently valid OMB control number.

Send the Form HUD-50058 data to the electronic address provided by HUD. Questions? Contact the PIC Help Hotline at 1-800-366-6827 or go to the PIC Web Site at: <http://www.hud.gov/pih/systems/pic/index.cfm>.

Each affected agency must submit information to assist HUD in managing and monitoring HUD assisted housing programs, to protect the Government's interest, and to verify the accuracy of the information received. HUD will use the information to: (1) monitor program participants' compliance with requirements, (2) provide demographic information describing tenants' characteristics, (3) participate in income matching, detect fraud, and (4) plan for future use of the housing inventory with emphasis on the housing needs of special groups. This collection is authorized by the U. S. Housing Act of 1937 (42 U. S. C. 1437 et seq.), Title VI of the Civil Rights Act of 1964 (42 U. S. C. 2000d) and by the Fair Housing Act (42 U. S. C. 3601-19).

**Sensitive Information:** The information on these forms is sensitive and is protected by the Privacy Act. Keep the forms locked and confidential.

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#### Acronyms

FMR = Fair Market Rent	PIC = Public and Indian Housing Information Center
FSS = Family Self-Sufficiency program	SRO = Single Room Occupancy
HAP = Housing Assistance Payment	SSA = Social Security Administration
HOPE = Homeownership and Opportunity for People Everywhere	SSI = Supplemental Security Income
HQS = Housing Quality Standards	SSN = Social Security Number
HUD = U. S. Department of Housing and Urban Development	TANF = Temporary Assistance for Needy Families
ISA = Individual Savings Account	TIN = Taxpayer Identification Number
OMB = U. S. Office of Management and Budget	TTP = Total Tenant Payment
PHA = Public Housing Agency	WtW = Welfare to Work
PHRA = Public Housing Reform Act	

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**Major Definitions (refer to the Form HUD-50058 Instruction Booklet for a more detailed definition of each field on the Form):**

**Disabilities:** A person with disabilities has one or more of the following: (a) a disability as defined in Section 223 of the Social Security Act, (b) a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration, substantially impedes his or her ability to live independently, and is of such a nature that such ability could be improved by more suitable housing conditions, or (c) a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act. Note: Include persons who have the acquired immune deficiency syndrome (AIDS) or any condition that arises from the etiologic agent for AIDS.

**Effective Date of Action:** Date the reported action becomes effective. The effective date cannot be earlier than the date of admission to the program.

**Head of household:** The one adult member of the household, designated by the family or by PHA policy as the head of household, who is wholly or partly responsible for the rent payment.

**Mixed Family:** A family that contains some members that are eligible for assistance and some members that are ineligible for assistance. This family may be subject to prorated rent under the Noncitizens Rule.

**Portability:** Renting a dwelling unit with Housing Choice Voucher assistance outside the jurisdiction of the initial PHA.

#### Form Conventions:

1. All fields that require the entry of a date must include the 4-digit year. Enter the date in a standard format (i. e., "mm/dd/yyyy", "mm/yyyy"). Enter the year in its entirety.
2. "/" means "or" unless otherwise noted.
3. Monetary figures: enter only whole dollar amounts. Do not show cents, commas, or dollar signs.
4. Rounding: round each monetary amount up when a number is 0.50 or above; down when a number is 0.49 or below.
5. Calculation column is a scratch area where PHAs may perform manual calculations.
6. Leave blank any line(s) or item(s) that do not apply unless this Form instructs otherwise.

Head of household name	Social Security Number	Date modified (mm/dd/yyyy)
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# Family Report

U.S. Department of Housing and Urban Development

OMB Approval Number 2577-0083

Office of Public and Indian Housing

## 1. Agency

1a. Agency name		1a.
1b. PHA code	[ ][ ][ ][ ][ ][ ]	1b.
1c. Program	P=Public Housing, CE= Sec. 8 Certificates, VO= Sec. 8 Vouchers, MR= Sec. 8 Mod Rehab [ ][ ]	1c.
1d. Project number (Public Housing only)	[ ][ ][ ][ ][ ][ ][ ][ ][ ][ ] Suffix: [ ][ ][ ][ ]	1d.
1e. Building number (Public Housing only)	[ ][ ][ ][ ][ ][ ][ ]	1e.
1f. Building entrance number (Public Housing only)	[ ][ ][ ][ ]	1f.
1g. Unit number (Public Housing only)	[ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]	1g.

## 2. Action

2a. Type of action		2a.
2b. Effective date (mm/dd/yyyy) of action		2b.
2c. Correction? (Y or N)		2c.
2d. If correction: (check primary reason)	[ ] Family correction of income [ ] PHA correction of family income [ ] Family correction (non-income) [ ] PHA correction (non-income)	
2h. Date (mm/dd/yyyy) of admission to program		2h.
2i. Projected effective date (mm/dd/yyyy) of next reexamination		2i.
2j. Projected date (mm/dd/yyyy) of next flat rent annual update (Public Housing flat rent only)		2j.
2k. FSS participation now or in the last year? (Y or N)		2k.
2m. Special program: (vouchers only) (check only one)	[ ] Enhanced Voucher [ ] Welfare to Work Voucher	
2n. Other special programs: Number 01		2n.
2n. Other special programs: Number 02		2n.
2q. PHA use only		2q.
2r. PHA use only		2r.
2s. PHA use only		2s.
2t. PHA use only		2t.
2u. PHA use only		2u.

<b>2a. Type of action codes</b> 1 = New Admission 2 = Annual Reexamination 3 = Interim Reexamination 4 = Portability Move-in (VO only) 5 = Portability Move-out (VO only)	6 = End Participation 7 = Other Change of Unit 8 = FSS/VWV Addendum Only 9 = Annual Reexamination Searching (VO only) 10 = Issuance of Voucher (VO only)	11 = Expiration of Voucher (VO only) 12 = Flat Rent Annual Update (PH only) 13 = Annual HQS Inspection Only (S8 only) 14 = Historical Adjustment 15 = Void
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<b>Page Heading</b>	
Note:	The fields in the page heading are provided for the convenience of PHA that maintain paper records of the Form HUD-50058.
Head of household name:	On every page, enter the head of household's last name (line 3b), first name (line 3c) and middle initial (line 3d). Use this field to identify the head of household if the pages of the Form separate.
Social Security Number	On every page, enter the head of household's Social Security Number (line 3n). Use this field to identify the head of household if the pages of the Form separate.
Date modified (mm/dd/yyyy)	On every page, enter the date the PHA representative fills out the Form or modified any Form page.
<b>1:</b>	<b>Agency</b>
Line 1a:	Name of the Public Housing Agency (PHA) that completes the family's Form HUD-50058.
Line 1b:	Five-character code composed of the 2-letter postal state code and 3-digit PHA number. The state code indicates the location of the reporting PHA and the number identifies each PHA within a particular state.
Note:	For help obtaining the PHA's identification number, contact the appropriate HUD field office, the HA Profiles Web Site within PIC or the PIC Help Hotline at 1-800-366-6827.
Line 1c:	Using the codes provided, indicate the housing assistance program in which the family participates.
Line 1d:	Public Housing only. The project number is composed of the 2-letter project state code, 3-digit PHA number, 3-digit development number, and 3-digit suffix (if applicable).
Line 1e:	Public Housing only. Six-character code to capture the tenant's building number.
Line 1f:	Public Housing only. Three-character code to capture the building's entrance number.
Line 1g:	Public Housing only. Ten-character code to capture the PHA designated tenant unit number.
<b>2:</b>	<b>Action</b>
Line 2a:	Use the codes provided at the bottom of the page to report the family's type of action.
Note:	When a family that receives flat rent requires a reexamination, use Annual Reexamination (2a= 2).
Line 2b:	Date the reported action becomes effective.
Note:	The effective date cannot be earlier than the date of admission to the program (line 2h).
Line 2c:	Allows PHAs to correct fields previously transmitted in error.
Note:	Use a correction for a minor change to a previously submitted record.
Line 2d:	Indicate the primary reason for the correction record.
Line 2h:	Date the PHA initially admitted the family into the program reported in line 1c.
Line 2i:	The projected effective date of the family's next reexamination.
Line 2j:	Public Housing flat rent only. Projected effective date of the next flat rent annual update.
Line 2k:	Indicate if the family currently participates or participated in the Family Self-Sufficiency program in the past year.
Line 2m:	Vouchers only. Indicate if the family receives an Enhanced Voucher or a Welfare to Work Voucher.
Line 2n:	Indicate if the family participates in a special program.
Note:	See Form HUD-50058 Instruction Booklet for a listing of special programs and their abbreviations.
Line 2q-2u:	PHAs may use these lines for any information they wish to collect.
Note:	HUD encourages PHAs to use lines 2q through 2u for local initiatives.

Head of household name	Social Security Number	Date modified (mm/dd/yyyy)
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### 3. Household

3a. Head of Household Member number 01	3b. Last name & Sr., Jr. etc.		3c. First name	3d. MI	3e. Date of birth	3f. Age on effective date of action
	3g. Sex	3h. Relation <b>H</b>	3i. Citizenship	3j. Disability (Y or N)	3k. Race [ ]1. [ ]2. [ ]3. [ ]4. [ ]5.	3m. Ethnicity
	3n. Social Security Number			3p. Alien Registration Number A-		3q. Meeting community service or self-sufficiency requirement? (PH only)
3a. Member number 02	3b. Last name & Sr., Jr. etc.		3c. First name	3d. MI	3e. Date of birth	3f. Age on effective date of action
	3g. Sex	3h. Relation	3i. Citizenship	3j. Disability (Y or N)	3k. Race [ ]1. [ ]2. [ ]3. [ ]4. [ ]5.	3m. Ethnicity
	3n. Social Security Number			3p. Alien Registration Number A-		3q. Meeting community service or self-sufficiency requirement? (PH only)
3a. Member number 03	3b. Last name & Sr., Jr. etc.		3c. First name	3d. MI	3e. Date of birth	3f. Age on effective date of action
	3g. Sex	3h. Relation	3i. Citizenship	3j. Disability (Y or N)	3k. Race [ ]1. [ ]2. [ ]3. [ ]4. [ ]5.	3m. Ethnicity
	3n. Social Security Number			3p. Alien Registration Number A-		3q. Meeting community service or self-sufficiency requirement? (PH only)
3a. Member number 04	3b. Last name & Sr., Jr. etc.		3c. First name	3d. MI	3e. Date of birth	3f. Age on effective date of action
	3g. Sex	3h. Relation	3i. Citizenship	3j. Disability (Y or N)	3k. Race [ ]1. [ ]2. [ ]3. [ ]4. [ ]5.	3m. Ethnicity
	3n. Social Security Number			3p. Alien Registration Number A-		3q. Meeting community service or self-sufficiency requirement? (PH only)
3a. Member number 05	3b. Last name & Sr., Jr. etc.		3c. First name	3d. MI	3e. Date of birth	3f. Age on effective date of action
	3g. Sex	3h. Relation	3i. Citizenship	3j. Disability (Y or N)	3k. Race [ ]1. [ ]2. [ ]3. [ ]4. [ ]5.	3m. Ethnicity
	3n. Social Security Number			3p. Alien Registration Number A-		3q. Meeting community service or self-sufficiency requirement? (PH only)
3a. Member number 06	3b. Last name & Sr., Jr. etc.		3c. First name	3d. MI	3e. Date of birth	3f. Age on effective date of action
	3g. Sex	3h. Relation	3i. Citizenship	3j. Disability (Y or N)	3k. Race [ ]1. [ ]2. [ ]3. [ ]4. [ ]5.	3m. Ethnicity
	3n. Social Security Number			3p. Alien Registration Number A-		3q. Meeting community service or self-sufficiency requirement? (PH only)
3a. Member number 07	3b. Last name & Sr., Jr. etc.		3c. First name	3d. MI	3e. Date of birth	3f. Age on effective date of action
	3g. Sex	3h. Relation	3i. Citizenship	3j. Disability (Y or N)	3k. Race [ ]1. [ ]2. [ ]3. [ ]4. [ ]5.	3m. Ethnicity
	3n. Social Security Number			3p. Alien Registration Number A-		3q. Meeting community service or self-sufficiency requirement? (PH only)

3t. Total number in household	3t.
3u. Family subsidy status under Noncitizens Rule	3u.
3v. Eligibility effective date (mm/dd/yyyy) if qualified for continuation of full assistance (3u=C)	3v.
3w. If new head of household, former head of household's SSN	3w.

<b>3h. Relation codes:</b> <b>H</b> = head <b>S</b> = spouse <b>K</b> = co-head <b>F</b> = foster child/foster Adult <b>Y</b> = other youth under 18 <b>E</b> = full-time student 18+ <b>L</b> = live-in aide <b>A</b> = other adult  <b>3i. Citizenship codes:</b> <b>EC</b> = eligible citizen <b>EN</b> = eligible noncitizen <b>IN</b> = ineligible noncitizen <b>PV</b> = pending verification	<b>3k. Race codes:</b> <b>1</b> = White <b>2</b> = Black/African American <b>3</b> = American Indian/Alaska Native <b>4</b> = Asian <b>5</b> = Native Hawaiian/Other Pacific Islander  <b>3m. Ethnicity codes:</b> <b>1</b> = Hispanic or Latino <b>2</b> = not Hispanic or Latino	<b>3q. Community service or self-sufficiency codes:</b> <b>1</b> = yes <b>2</b> = no <b>3</b> = pending <b>4</b> = exempt <b>5</b> = n/a  <b>3u. Family subsidy status codes:</b> <b>C</b> = qualified for continuation of full assistance <b>E</b> = eligible for full assistance <b>F</b> = eligible for full assistance pending verification of status <b>P</b> = prorated assistance
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<b>3.</b>	<b>Household</b>
Note:	Complete for each household member.
Note:	The first family member (member number 01) must be the head of household.
Note:	The household includes everyone who lives in the unit. Household members are used to determine unit size. The family includes all household members except live-in aides and foster children and foster adults. Family members are used to calculate subsidies and payments.
Line 3a:	The member number identifies the individual listed on that line of the Form.
Line 3b:	The last name of each household member. Include name suffixes, such as Jr., and separate with a comma. Do not include name prefixes, such as Ms. or Mr.
Line 3c:	The first name of each household member. Do not include name prefixes, such as Ms. or Mr.
Line 3d:	The middle initial of each household member. If no middle initial, leave blank. If more than one middle initial, only enter one.
Line 3e:	The date of birth for each household member.
Line 3f:	The age in years of each household member on the effective date of action (line 2b).
Line 3g:	Indicate the gender of each household member (M= Male, F= Female).
Line 3h:	Select the code at bottom of the page that best categorizes the relation or role of each household member.
Line 3i:	Select the code at the bottom of page that indicates each household member's United States citizenship status.
Line 3j:	Indicate whether or not the household member has a disability.
Line 3k:	Select the code or codes at the bottom of the page that the family says best indicates each household member's race. Select as many codes as appropriate.
Line 3m:	Select the code at bottom of page and check the box next to the code the family says best indicates each household member's ethnicity.
Line 3n:	Enter the 9-digit Social Security Number (SSN) issued to each household member by the Social Security Administration (SSA).
Note:	If a head of household does not have a SSN, see the Form HUD-50058 Instruction Booklet.
Line 3p:	Enter the Alien Registration Number or A-number issued to each noncitizen household member, if applicable.
Note:	The A-number contains seven, eight or nine numerical digits preceded by the letter A, e. g., A72 735 827. If the A-number has seven digits, enter two zeros before the numbers. If the A-number has eight digits, enter one zero before the numbers. If the A-number has nine digits, enter the number without a leading zero. Do not enter the letter A in any case.
Line 3q:	Public Housing only. Select the code at the bottom of the page to indicate whether the family member met his or her community service or self-sufficiency requirement under PHRA.
Note:	The law requires an average of eight hours of community service per month during the year.
Note:	Use '5' if the community service requirement is not in effect for your particular PHA.
Line 3t:	The total number of people in the household.
Note:	Count all persons. Include foster children or adults, live-in aides, and other unrelated individuals (who reside with the family as part of the household). Also include persons who are members of the household but temporarily absent from the home.
Line 3u:	Select the code on the bottom of the page that indicates the housing assistance eligibility for family members based on the Noncitizens Rule. The Noncitizens Rule allows PHAs to provide financial assistance to U. S. citizens, nationals, and non-U. S. citizens with eligible immigration status.
Note:	If the family's status under the Noncitizens Rule is prorated assistance (3u= P), the family should fill out the applicable prorated rent calculation when determining rent burden.
Line 3v:	Date the family originally qualified for the continuation of full assistance (3u= C).
Line 3w:	If the designated head of household changed due to discontinued occupancy or other cause such as death, marriage, or remarriage and there are family members who remain in the household, enter the former head of household's Social Security Number (SSN).

Head of household name	Social Security Number	Date modified (mm/dd/yyyy)
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#### 4. Background at Admission

4a. Date (mm/dd/yyyy) entered waiting list	4a.
4b. ZIP code before admission	4b.
4c. Homeless at admission? (Y or N)	4c.
4d. Does family qualify for admission over the very low-income limit? (vouchers only) (Y or N)	4d.
4e. Continuously assisted under the 1937 Housing Act? (Y or N)	4e.
4f. Is there a HUD approved income targeting disregard? (Y or N)	4f.

#### 5. Unit to be Occupied on Effective Date of Action

5a. Unit address	
Number and street	Apt.
City	State ZIP code (+4)
5b. Is mailing address same as unit address? (Y or N) (if yes, skip to 5d)	5b.
5c. Family's mailing address	
Number and street	Apt.
City	State ZIP code (+4)
5d. Number of bedrooms in unit	5d.
5e. Has the PHA identified this unit as an accessible unit? (Public Housing only) (Y or N)	5e.
5f. Has the family requested accessibility features? (Public Housing only) (Y or N) (if no, skip to next section)	5f.
5g. Has the family received requested accessibility features? (Public Housing only)	
[ ] a. Yes, fully [ ] b. Yes, partially [ ] c. No, not at all [ ] d. Action pending (can be checked in combination with b. or c.)	
5h. Date (mm/dd/yyyy) unit last passed HQS inspection (Section 8 only, except Homeownership and Project-based Vouchers)	5h.
5i. Date (mm/dd/yyyy) of last annual HQS inspection (Section 8 only, except Homeownership and Project-based Vouchers)	5i.
5j. Year (yyyy) unit was built (Section 8 only)	5j.
5k. Structure type (check only one) (Section 8 only)	
[ ] Single family detached [ ] Semi-detached [ ] Rowhouse/townhouse	
[ ] Low-rise [ ] High rise with elevator [ ] Manufactured home	

<b>4:</b>	<b>Background at Admission</b>
Line 4a:	Date the PHA placed the family on the waiting list for the program under which they currently receive housing assistance.
Note:	This date must not be later than effective date of action (line 2b).
Line 4b:	The 5-digit ZIP code (+ 4, if applicable) where the family lived before admission to an assistance program.
Line 4c:	Indicate whether or not the family was homeless at the time the PHA admitted the family to a housing assistance program.
Line 4d:	Vouchers only. Indicate whether or not the family qualified for program admission even though their income exceeds the very low-income limit (50% of the area's median income).
Line 4e:	Indicate whether or not the family is continuously assisted under or currently enrolled in any 1937 Housing Act program at the time of admission.
Line 4f:	Welfare to Work families only. Indicate if the family is disregarded for income targeting under a HUD approved disregard of a portion of welfare to work families.
<b>5:</b>	<b>Unit to be Occupied on Effective Date of Action</b>
Line 5a:	The complete address of the housing unit that the household occupies on the effective date of action (line 2b).
Line 5b:	Indicate whether the mailing address is different from the unit address.
Line 5c:	The complete address where the family receives mail, if other than the unit address provided in line 5a.
Note:	Leave this field blank if the mailing address is the same as the unit address.
Line 5d:	Total number of bedrooms in the unit that the household will occupy on the effective date of action (line 2b).
Line 5e:	Public Housing only. Indicate whether or not the unit that the family occupies on the effective date of action (line 2b) is a PHA designated handicapped accessible unit.
Line 5f:	Public Housing only. Indicate whether or not the family requested disability amenities or accessibility features.
Line 5g:	Public Housing only. Indicate the status of the family's request for disability amenities and/or accessibility features (line 5f) on the effective date of action (line 2b).
Line 5h:	Section 8 only, except Homeownership and Project-based Vouchers. The last date the unit passed a full housing quality standards (HQS) inspection.
Line 5i:	Section 8 only, except Homeownership and Project-based Vouchers. The last date a PHA inspector performed a full annual housing quality standards (HQS) inspection of the unit that the household occupies.
Note:	This date may be different from the date unit last passed HQS inspection (line 5h) if the unit failed the last HQS inspection.
Line 5j:	Section 8 only. The year that the unit was built.
Note:	This date is found on the request for tenancy approval form.
Line 5k:	Section 8 only. The building structure type.
Note:	See the Instruction Booklet for descriptions of each housing type.

### 6. Assets

6a. Family member name	No.	6b. Type of asset	6c. Calculation (PHA use)	6d. Cash value of asset	6e. Anticipated Income
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
6f, 6g. Column totals				\$	6f. \$ 6g.
6h. Passbook rate (written as decimal)					0. 6h.
6i. Imputed asset income: 6f X 6h (if 6f is \$5,000 or less, put 0)					\$ 6i.
6j. Final asset income: larger of 6g or 6i					\$ 6j.

### 7. Income

7a. Family member name	No.	7b. Income Code	7c. Calculation (PHA use)	7d. Dollars per year	7e. Income exclusions	7f. Income after exclusions (7d minus 7e)
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
				\$	\$	\$
7g. Column total						\$ 7g.
7h. Reserved						
7i. Total annual income: 6j + 7g						\$ 7i.

<b>7b: Income Codes</b> <b>Wages:</b> B = own business F = federal wage HA = PHA wage M = military pay W = other wage	<b>Welfare:</b> G = general assistance IW = annual imputed welfare income T = TANF assistance  <b>SS/SSI/Pensions:</b> P = pension S = SSI SS = Social Security	<b>Other Income Sources:</b> C = child support E = medical reimbursement I = Indian trust/per capita N = other nonwage sources U = unemployment benefits
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<b>6:</b>	<b>Assets</b>
Note:	Use a separate line for each family member and asset type.
Line 6a:	The name of each family member in the household that has assets and their Member number (line(s) 3a) that corresponds to the asset information reported.
Line 6b:	List any asset that has a dollar value or provides a source of income to the person listed in column 6a.
Note:	See the Form HUD-50058 Instruction Booklet for an explanation of allowable assets.
Line 6c:	Use this column to perform asset calculations.
Line 6d:	Estimated, known or calculated dollar value of the asset listed.
Line 6e:	Total amount of income the family member expects to receive in the next 12-month period from the asset listed.
Line 6f:	Total of the values listed in column 6d.
Line 6g:	Total of the values listed in column 6e.
Line 6h:	Enter the passbook rate as a decimal.
Note:	The HUD field office determines the Passbook rate of interest for the project locality based on the average interest rate received on a Passbook Savings Account at several banks in the local area.
Line 6i:	Imputed income from assets based on the total dollar value of the asset listed and the Passbook rate of interest.
Note:	If the total cash value of assets is \$5,000 or less, enter 0.
Line 6j:	Total amount of household income derived from assets.
<b>7:</b>	<b>Income</b>
Note:	If the family members do not have any income from sources other than assets and do not expect any other income in the next 12-month period, leave 7a through 7g blank. Fill in total annual income (line 7i), which would be the total of the asset income.
Line 7a:	The name of each family member in the household that has income and their Member number (line(s) 3a) that corresponds to the income information reported.
Line 7b:	Use one or two letter code at bottom of page that represents the type of income for a family member.
Note:	See the Form HUD-50058 Instruction Booklet for a detailed description of each income code.
Line 7c:	Use this column to perform income calculations.
Line 7d:	Yearly income amount the family member receives from the income source(s) listed.
Note:	See the Form HUD-50058 Instruction Booklet for a description of each income source.
Line 7e:	Income excluded from annual income calculations.
Note:	Includes income disallowance and individual savings accounts (ISA) for Public Housing.
Note:	See the Form HUD-50058 Instruction Booklet for a description of each income exclusion.
Line 7f:	The family's total income minus any exclusions. Take dollars per year (line 7d) minus income exclusions (line 7e).
Line 7g:	The total of the dollar amounts listed in column 7f.
Line 7h:	Reserved for future HUD use.
Line 7i:	The family's total annual income. Add the final asset income (line 6j) and the total income after income exclusions (line 7g).

Head of household name	Social Security Number	Date modified (mm/dd/yyyy)
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### 8. Expected Income Per Year

8a. Total annual income: copy from 7i \$ 8a.

**Permissible Deductions (Public Housing Only. If Section 8, Skip to 8f or 8q)**

8b. Family member name	No.	8c. Type of permissible deduction	8d. Amount
			\$
			\$
			\$
			\$
			\$
			\$

8e. Total permissible deductions (sum of column 8d) \$ 8e.

**If head/spouse/co-head is under 62 and no family member is disabled, skip to 8q**

8f. Medical/disability threshold:  $8a \times 0.03$  \$ 8f.

8g. Total annual unreimbursed disability assistance expense (if no disability expenses, skip to 8k) \$ 8g.

8h. Maximum disability allowance: If 8g minus 8f is positive or zero, put amount \$ 8h.

If negative and head/spouse/co-head is under 62 and not disabled, put 0	\$ 8h.
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If negative and head/spouse/co-head is elderly or disabled, copy from 8g	\$ 8h.
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8i. Earnings in 7d made possible by disability assistance expense \$ 8i.

8j. Allowable disability assistance expense: lower of 8h or 8i (if 8g is less than 8f and head/spouse/co-head elderly or disabled, copy from 8h) \$ 8j.

8k. Total annual unreimbursed medical expenses (if head/spouse/co-head under 62 and not disabled, put 0) \$ 8k.

8m. Total annual disability assistance and medical expense:  $8j + 8k$  (if no disability expenses, copy from 8k) \$ 8m.

8n. Medical/disability assistance allowance:	If no disability assistance expenses or if 8g is less than 8f, put $8m - 8f$ (if $8m - 8f$ is negative, put zero)	\$ 8n.
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If disability assistance expenses and 8g is greater than or equal to 8f, copy from 8m	\$ 8n.
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8p. Elderly/disability allowance (default = \$400) \$ 8p.

8q. Number of dependents (people under 18, or with disability, or full-time student. Do not count head of household, spouse, co-head, foster child/adult, or live-in aide.) \$ 8q.

8r. Allowance per dependent (default = \$480) \$ 8r.

8s. Dependent allowance:  $8q \times 8r$  \$ 8s.

8t. Total annual unreimbursed childcare costs \$ 8t.

8x. Total allowances:  $8e + 8n + 8p + 8s + 8t$  \$ 8x.

8y. Adjusted annual income:  $8a - 8x$  (if  $8x$  is larger, put 0) \$ 8y.

<b>8:</b>	<b>Expected Income Per Year</b>
Line 8a:	The family's total annual family income. Copy from 7i.
Line 8b:	Public Housing only. The name of each family member in the household, and their individual Member number as provided in line(s) 3a that corresponds to the income information reported.
Line 8c:	Public Housing only. The type of permissible deduction as determined by the PHA.
Line 8d:	Public Housing only. The amount of the permissible deduction.
Line 8e:	Public Housing only. The total of the dollar amounts (permissible deductions) listed in column 8d.
Note:	If the head of household and spouse or co-head are under age 62, and there are no family members with a disability, skip to line 8q. Otherwise, enter all medical expense information for the entire family in lines 8f through 8n.
Line 8f:	Amount of unreimbursed medical and disability expenses that the family must pay before the PHA can deduct an allowance for such expenses from their income. Multiply 0.03 by total annual income (line 8a).
Line 8g:	The family's total annual unreimbursed disability expenses.
Line 8h:	The amount the PHA may potentially deduct for the family's disability expenses. Subtract the medical/disability threshold (line 8f) from the total unreimbursed disability assistance expenses (line 8g).
Note:	If the maximum disability allowance is negative and head/spouse/co-head is under 62 and not disabled, enter 0.
Note:	If the maximum disability allowance is negative and head/spouse/co-head is elderly or disabled, copy the total unreimbursed disability assistance expenses (line 8g).
Line 8i:	Of a family's dollars per year listed in line 7d, determine the earned amount made possible by the unreimbursed disability expenses the family incurs.
Line 8j:	The total disability assistance expense amount the family may deduct. Lower of the maximum disability allowance (line 8h) or the earnings made possible by disability assistance expense (line 8i).
Note:	If the total unreimbursed disability assistance expense (line 8g) is less than the medical/disability threshold (line 8f), and head/spouse/co-head is elderly or disabled, copy the maximum disability allowance (line 8h).
Line 8k:	The total annual amount of the family's medical expenses that another source does not reimburse (e. g., co-payments for medical insurance).
Note:	If the head/spouse/co-head is under 62 and not disabled, enter 0.
Line 8m:	The amount of the family's total disability assistance (line 8j) and medical expenses (line 8k).
Note:	If no disability expenses, copy the total unreimbursed medical expenses (line 8k).
Line 8n:	The amount of the family's allowance for medical expenses and disability assistance expenses.
Note:	If the family does not have any disability assistance expenses or if the total unreimbursed disability assistance expenses (line 8g) is less than the medical/disability threshold (line 8f), enter the total disability assistance and medical expenses (line 8m) minus the medical/disability threshold (line 8f). If the difference is negative, put zero.
Note:	If disability assistance expense and the total unreimbursed disability assistance expense (line 8g) are greater than or equal to the medical/disability threshold (line 8f), copy the total disability assistance and medical expenses (line 8m).
Line 8p:	The family's standard allowance amount if the head of household or spouse or co-head is elderly (age 62 or over), or disabled. The current allowance is \$400.
Line 8q:	The total number of dependents who live in the household and are under 18 years of age, or have a disability, or are full-time students of any age.
Line 8r:	Standard allowance amount for each dependent in the household.
Note:	The current allowance per dependent is \$480.
Line 8s:	The amount of the family's dependent allowance. Multiply the number of dependents (line 8q) in the household by the standard allowance per dependent amount (line 8r).
Line 8t:	The household's total yearly unreimbursed childcare expenses.
Note:	This is the estimated amount a family expects to pay for childcare during the annual income period.
Line 8x:	The total amount of all of the family's allowances. Enter the sum of lines 8e, 8n, 8p, 8s, and 8t.
Line 8y:	The family's adjusted annual income. Subtract total allowances (line 8x) from total annual income (line 8a).
Note:	If 8x is larger, put 0.

Head of household name	Social Security Number	Date modified (mm/dd/yyyy)
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**9. Total Tenant Payment (TTP)**

9a. Total monthly income: $8a \div 12$	\$	9a.
9c. TTP if based on annual income: $9a \times 0.10$	\$	9c.
9d. Adjusted monthly income: $8y \div 12$	\$	9d.
9e. Percentage of adjusted monthly income: use 30% for Section 8		9e.
9f. TTP if based on adjusted annual income: $(9d \times 9e) \div 100$	\$	9f.
9g. Welfare rent per month (if none, put 0)	\$	9g.
9h. Minimum rent (if waived, put 0)	\$	9h.
9i. Enhanced Voucher minimum rent	\$	9i.
9j. TTP, highest of lines 9c, 9f, 9g, 9h, or 9i	\$	9j.
9k. Most recent TTP	\$	9k.
9m. Qualify for minimum rent hardship exemption? (Y or N)	\$	9m.

<b>9:</b>	<b>Total Tenant Payment (TTP)</b>
Line 9a:	Divide total annual income (line 8a) by 12 to get total monthly income.
Line 9c:	Multiply total monthly income (line 9a) by 0.10 to get total tenant payment (TTP) based on annual income.
Line 9d:	Divide adjusted annual income (line 8y) by 12 to get adjusted monthly income.
Line 9e:	Percentage of adjusted monthly income used to determine total tenant payment (TTP).
Note:	Use 30% for Section 8.
Line 9f:	Multiply the adjusted monthly income (line 9d) by percentage of adjusted monthly income (line 9e) and divide by 100 to get total tenant payment (TTP) based on adjusted monthly income.
Line 9g:	The amount the welfare assistance agency specifically designates for shelter and utilities if the family receives welfare assistance. The welfare assistance agency may adjust this amount in accordance with the actual cost of shelter and utilities.
Note:	If no welfare rent, put 0.
Line 9h:	Enter the PHA established monthly minimum rent amount. The PHA may require the tenant to pay a minimum rent amount up to \$50.
Note:	If the PHA waived this payment because of financial hardship, enter 0.
Line 9i:	Enhanced Vouchers only. Enter the monthly rent that the family was paying on the date of the 'eligibility event' for the project.
Line 9j:	The total tenant payment (TTP). The highest amount listed in the lines 9c, 9f, 9g, 9h, or 9i.
Line 9k:	The most recent total tenant payment (TTP) amount for the family.
Note:	This amount is only available if the family previously lived in subsidized housing.
Line 9m:	Indicate if the family qualifies for a minimum rent hardship exemption.
Note:	Under PHRA, a family does not have to pay the PHA established minimum rent if they qualify for a financial hardship exemption.

Head of household name	Social Security Number	Date modified (mm/dd/yyyy)
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## 12. Housing Choice Vouchers: Tenant Based Vouchers

12a.	Number of bedrooms on Voucher		12a.
12b.	Is family now moving to this unit? (Y or N)		12b.
12c.	Does the family qualify as a Hard to House family? (Y or N)		12c.
12d.	Did family move into your PHA jurisdiction under portability? (Y or N) (if no, skip to 12g)		12d.
12e.	Cost billed per month (put 0 if absorbed)	\$	12e.
12f.	PHA code billed		12f.
12g.	Housing type: <input type="checkbox"/> Group Home (prorate gross rent) <input type="checkbox"/> Own manufactured home, lease space <input type="checkbox"/> SRO: 1 room occupied by 1 person		
12h.	Owner name		12h.
12i.	Owner TIN/SSN		12i.
12j.	Payment standard for the family	\$	12j.
12k.	Rent to owner	\$	12k.
12m.	Utility allowance, if any	\$	12m.
12p.	Gross rent of unit: 12k + 12m (or Space Rent)	\$	12p.
12q.	Lower of 12j or 12p	\$	12q.
12r.	TTP: copy from 9j	\$	12r.
12s.	Total HAP: 12q minus 12r	\$	12s.

### Rent Calculation (if prorated rent, skip to 12ab)

12t.	Total family share: 12p minus 12s	\$	12t.
12u.	HAP to owner: lower of 12k or 12s	\$	12u.
12v.	Tenant rent to owner: 12k minus 12u	\$	12v.
12w.	Utility reimbursement to family: 12s minus 12u, but do not exceed 12m	\$	12w.

### Prorated Rent Calculation

12ab.	Normal total HAP: copy from 12s, but do not exceed 12p	\$	12ab.	
12ac.	Total number eligible		12ac.	
12ad.	Total number in family		12ad.	
12ae.	Proration percentage: 12ac ÷ 12ad	\$	12ae.	
12af.	Prorated total HAP: 12ab X 12ae	\$	12af.	
12ag.	Mixed family total family contribution: 12p minus 12af	\$	12ag.	
12ah.	Utility allowance: copy from 12m	\$	12ah.	
12ai.	Mixed family tenant rent to owner: 12ag minus 12ah	If positive or 0, put tenant rent	\$	12ai.
		If negative, credit tenant	\$	12ai.
12aj.	Prorated HAP to owner: 12k minus 12ai. If 12ai is negative, put 12k	\$	12aj.	

<b>12:</b>	<b>Housing Choice Vouchers: Tenant Based Vouchers</b>
Note:	Complete if the family participates in the Tenant-based Voucher program (1c= VO) and type of action is New Admission (2a= 1), Annual Reexamination (2a= 2), Interim Reexamination (2a= 3), Portability Move-in (2a= 4), or Other Change of Unit (2a= 7).
Line 12a:	Unit size (number of bedrooms) listed on the family's Voucher.
Line 12b:	Indicate if the family is now moving into the unit.
Line 12c:	Indicate whether or not the family qualifies as Hard to House. A family qualifies as Hard to House if there are three or more minors or if there is a disabled family member and the family is moving to a different unit.
Line 12d:	Indicate whether or not the household will move or has moved into the PHA's jurisdiction under portability.
Line 12e:	Monthly amount billed to the initial PHA for the family's housing assistance payment (HAP) amount, on-going administrative fee, and any utility reimbursement to the family.
Note:	Enter 0 if the family was absorbed by the receiving PHA.
Line 12f:	The initial PHA's 2-letter state code and 3-digit identification number.
Note:	For help obtaining the initial PHA's identification number, contact the appropriate HUD field office, the HA Profiles Web Site within PIC or the PIC Help Hotline at 1-800-366-6827.
Line 12g:	Check the housing type that applies to the family's housing unit.
Line 12h:	The unit owner's legal name.
Line 12i:	Tax identification number (TIN) or Social Security Number (SSN) of the legal unit owner.
Line 12j:	Enter maximum monthly assistance payment for a family assisted in the Voucher program.
Line 12k:	Total monthly rent payable to the unit owner under the lease for the contract unit.
Line 12m:	If the payment does not include all utilities, the monthly allowance amount for tenant supplied utilities that apply to the family occupied unit.
Line 12p:	Gross rent of unit or space rent. Add rent to owner (line 12k) to the utility allowance (line 12m).
Line 12q:	Lower of Voucher payment standard for family (line 12j) or gross rent of unit (line 12p).
Line 12r:	Total tenant payment (TTP). Copy from 9j.
Line 12s:	Total housing assistance payment (HAP), which is composed of the lower of the payment standard for the family or gross rent (line 12q) minus total tenant payment (TTP) (line 12r).
Line 12t:	Amount the family contributes toward rent and utilities. Subtract total housing assistance payment (HAP) (line 12s) from gross rent of unit (line 12p).
Line 12u:	The amount of the housing assistance payment (HAP) to the unit owner. The lower of the rent to owner (line 12k) or total HAP (line 12s).
Line 12v:	Rent amount the family pays to the owner after deducting the housing assistance payment (HAP) to owner (line 12u) from the rent to owner (line 12k).
Line 12w:	The utility reimbursement to the family from the PHA. Subtract housing assistance payment (HAP) to owner (line 12u) from total HAP (line 12s), but do not exceed the utility allowance (line 12m).
Line 12ab:	The amount of the normal total housing assistance payment (HAP).
Line 12ac:	Total number of family members eligible for rent subsidy based on the Noncitizens Rule.
Line 12ad:	Total number of family members in household.
Note:	Include all family members, including ineligible noncitizen family members (3i= IN). Do not include live-in aides or foster children/adults.
Line 12ae:	Percentage of family eligible for rent subsidy. Divide total number eligible (line 12ac) by total number in the family (12ad).
Line 12af:	Multiply total normal housing assistance payment (HAP) (line 12ab) by the proration percentage (line 12ae).
Line 12ag:	The mixed family total family contribution based on the proration calculation. Take the gross rent of unit (line 12p) minus prorated total housing assistance payment (HAP) (line 12af).
Line 12ah:	If the payment does not include all utilities, the monthly allowance amount for tenant supplied utilities that apply to the family occupied unit.
Line 12ai:	The rent amount the family pays to the owner after subtracting the utility allowance (line 12ah) from the mixed family total family contribution (line 12ag); or the total credit amount the family receives to pay for utilities.
Line 12aj:	The total prorated amount of the housing assistance payment (HAP) to the unit owner. Subtract the mixed family tenant rent to owner (line 12ai) from the rent to owner (line 12k).
Note:	If the mixed family tenant rent to owner (line 12ai) is negative, enter the rent to owner (line 12k).

Head of household name	Social Security Number	Date modified (mm/dd/yyyy)
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### 17. Family Self-Sufficiency (FSS)/ Welfare to Work (WtW) Voucher Addendum

17a. Participate in special programs? (check all that apply)	<input type="checkbox"/> FSS	<input type="checkbox"/> Welfare to Work Voucher
17b. FSS report category: (check no more than one)	<input type="checkbox"/> Enrollment	<input type="checkbox"/> Progress <input type="checkbox"/> Exit
17c. FSS effective date (mm/dd/yyyy) of action		17c.
17d. PHA code of PHA administering FSS contract		17d.
17e. WtW report category: (check no more than one)	<input type="checkbox"/> Enrollment	<input type="checkbox"/> Progress <input type="checkbox"/> Exit
17f. WtW effective date (mm/dd/yyyy) of action		17f.
17g. (1) PHA code of PHA that issued the WtW Voucher		17g(1).
(2) PHA code of PHA counting the family as enrolled in its WtW Voucher program (if different from 17g(1))		17g(2).
17h. General information		
(1) Current employment status of head of household. Check the box to indicate the head of household's employment status at the time addendum completed. <input type="checkbox"/> Full-time (32 hours per week or more) <input type="checkbox"/> Part-time <input type="checkbox"/> Not employed		
(2) Date (mm/dd/yyyy) current employment began		17h(2).
(3) Benefits in current employment: (check all that apply) <input type="checkbox"/> Health <input type="checkbox"/> Retirement account <input type="checkbox"/> Other		
(4) Years of school completed by the head of household. Enter the highest grade of education or years of formal schooling the head of household completed at the time Addendum is submitted. (0-25)		17h(4).
(5) Assistance received by the family: (check all that apply) <input type="checkbox"/> TANF Income Assistance <input type="checkbox"/> General Assistance <input type="checkbox"/> Food Stamps <input type="checkbox"/> Medicaid/Children's Health Insurance Program <input type="checkbox"/> Earned Income Tax Credit		
(6) Number of children receiving childcare services		17h(6).

17i. Family services table (optional for WtW Voucher)

	(1) Need (Y or N)	(2) Need Met During Participation in Program (Y or N)	(3) Service Provider
Education/Training			
GED			
High school			
Post secondary			
Vocational/Job training			
Job search/job placement			
Job retention			
Transportation			
Health services			
Alcohol and other drug abuse prevention services			
Mentoring			
Homeownership counseling			
Individual Development Account (IDA)			
Child care			
None			

17i (3) Service provider codes:

P = PHA      D = DOL grantee      PR = For profit entity      E = Employer  
T = TANF agency      V = Voluntary organization      N = Nonprofit agency      C = Community college

<b>17:</b>	<b>Family Self-Sufficiency (FSS)/ Welfare to Work (WtW) Voucher Addendum</b>
Note:	Complete this section if the family participates in the Family Self-Sufficiency or Welfare to Work Programs.
Line 17a:	Identify if the family participates in a Family Self-Sufficiency (FSS) program, a Welfare to Work (WtW) Voucher program, or both.
Line 17b:	Check one category to indicate the purpose of the FSS Addendum.
Line 17c:	The effective date of the FSS action.
Line 17d:	The PHA code associated with the PHA that provides the FSS services.
Note:	For help obtaining the PHA's identification number, contact the appropriate HUD field office, the HA Profiles Web Site within PIC or the PIC Help Hotline at 1-800-366-6827.
Line 17e:	Check one category to indicate the purpose of the WtW Addendum.
Line 17f:	The effective date of the WtW action.
Line 17g(1):	The PHA code associated with the PHA that issued the WtW Voucher. For unknown issuing PHAs, enter own PHA code.
Line 17g(2):	The PHA code of the PHA counting the family as enrolled.
Note:	Only complete if this PHA code differs from 17g(1).
Line 17h(1):	Indicate the head of household's current employment status.
Line 17h(2):	The date the head of household began his/her current job.
Line 17h(3):	Indicate the head of household's current employment benefits. Check all that apply.
Line 17h(4):	Enter the highest <i>grade</i> or the <i>full</i> years of formal schooling that the head of household <u>completed</u> (0-25).
Note:	Years of schooling begin with first grade (do not count kindergarten or pre-school).
Line 17h(5):	Indicate whether or not the family receives additional assistance, such as food stamps, Medicaid, TANF assistance, or the earned income tax credit.
Line 17h(6):	The number of children in the household who receive childcare services.
Line 17i(1):	Indicate whether or not the PHA identified individual training and service needs of the family members.
Line 17i(2):	If the PHA identified certain needs for family members, indicate whether or not these needs were met during participation in the FSS program.
Line 17i(3):	Using the codes provided at bottom of page, indicate the type of service provider that meets the participant's need.

Head of household name	Social Security Number	Date modified (mm/dd/yyyy)
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**Family Self-Sufficiency Program (if not in FSS program, skip to 17n)**

17j. FSS Contract Information		
(1) Initial start date (mm/yyyy) of contract of participation (FSS enrollment report only)		17j(1).
(2) Initial end date (mm/yyyy) of contract of participation (FSS enrollment report only)		17j(2).
(3) Contract date extended to (mm/yyyy) (if applicable)		17j(3).
(4) Number of family members with Individual Training and Services Plan		17j(4).
(5) Did the family receive selection preference because of a FSS related service program participation? (FSS enrollment report only) (Y or N)		17j(5).
17k. FSS account information		
(1) Current FSS account monthly credit		17k(1).
(2) Current FSS account balance		17k(2).
(3) FSS account amount disbursed to the family (cumulative as of end of reporting period)		17k(3).
17m. FSS exit information (FSS Exit Report only)		
(1) Did family complete contract of participation? (Y or N)		17m(1).
(2) If (1) is Yes, did family move to homeownership? (Y or N)		17m(2).
(3) If (1) is No, primary reason for exit:		
<input type="checkbox"/> Left voluntarily <input type="checkbox"/> Portability move-out <input type="checkbox"/> Contract expired but family did not fulfill obligations <input type="checkbox"/> Asked to leave program <input type="checkbox"/> Left because essential service was unavailable		

**Welfare to Work Voucher Program**

17n. WtW program information		
(1) Date (mm/dd/yyyy) Voucher issued (WtW enrollment report only)		17n(1).
(2) Date (mm/dd/yyyy) of request for lease approval (RFLA) for a unit leased		17n(2).
17q. Welfare to Work exit information (WtW exit report only)		
(1) Is the family moving to homeownership? (Y or N)		17q(1).
(2) Primary reason for leaving the WtW Voucher program:		
<input type="checkbox"/> Portability move-out <input type="checkbox"/> Family no longer needs subsidy <input type="checkbox"/> Subsidy terminated for Housing Choice Voucher program violation, other than WtW obligations <input type="checkbox"/> Subsidy terminated for violation of WtW obligations <input type="checkbox"/> Family voluntarily withdrew from Housing Choice Voucher program <input type="checkbox"/> Other		

<b>17:</b>	<b>Family Self-Sufficiency (FSS)/ Welfare to Work (WtW) Voucher Addendum (continued)</b>
Line 17j(1):	FSS enrollment report only. The effective date of the family's FSS contract of participation; the date the family <i>initially</i> enrolled in the FSS program.
Line 17j(2):	FSS enrollment report only. The expiration date of the family's FSS contract of participation; the date the family is <i>initially</i> expected to exit the FSS program. The contract term is for a period of 5 years.
Line 17j(3):	If applicable, the date to which the PHA has extended the family's FSS contract of participation.
Line 17j(4):	The number of family members in the household who have current Individual Training and Services Plans under the FSS contract of participation.
Line 17j(5):	For new FSS enrollment, indicate whether or not the family received an FSS selection preference due to participation in a related service program.
Line 17k(1):	The current dollar amount credited to the family's FSS account due to increases in earned income by the family.
Line 17k(2):	The current dollar amount of the family's FSS account based on the most recent report of account funds and activity.
Line 17k(3):	Total dollar cumulative amount, if any, of all FSS escrow disbursements ever made to the family.
Line 17m(1):	Indicate if the family fulfilled all of its obligations under the contract during the contract term, or when 30% of the family's monthly adjusted income equals or exceeds the existing housing fair market rent (FMR) for the unit size for which the family qualifies.
Line 17m(2):	Indicate if the family completed the contract and is moving to homeownership.
Line 17m(3):	Indicate why the family is not moving to homeownership.
Line 17n(1):	The date the PHA issued the Welfare to Work Voucher.
Line 17n(2):	The date the family submitted a request for lease approval (RFLA) to the PHA.
Line 17q(1):	Indicate whether or not the family withdrew from the WtW program to buy a home.
Line 17q(2):	Identify the reasons why the family is leaving the WtW program.

# Family Self-Sufficiency Program FSS Escrow Account Credit Worksheet

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0178  
(exp. 04/30/2007)

**Escrow credit must be determined at each reexamination and interim determination occurring after the effective date of the FSS Contract of Participation while the family is participating in the FSS program.**

Head of the FSS family	Date
1. Current Annual Income (Enter amount from line 7i of form HUD-50058.)	1.
2. Applicable Lower-Income Limit (Enter the current lower-income limit for the jurisdiction in which the FSS family is living.)	2.
3. Current Adjusted Income (Enter amount on line 8y of form HUD-50058.) <b>If line 3 is greater than line 2, this family does not qualify for an FSS credit.</b>	3.
4. Earned income included in line 1 (Add up the income items coded B, M, F, HA, and W in column 7f of form HUD-50058.)	4.
5. Earned income included in Annual Income on effective date of the FSS Contract of Participation. (Enter amount from contract of participation.)	5.
6. Increase in earned income since the effective date of the FSS Contract of Participation. (Subtract line 5 from line 4. If negative, enter 0.)	6.
7. Current Annual Income less increase in earned income since the effective date of the FSS Contract of Participation. (Subtract line 6 from line 1.)	7.
8. Thirty percent of current monthly Adjusted Income (Line 3 divided by 40. The calculated amount should equal the amount on line 9f of form HUD-50058.)	8.
9. Current Adjusted Income less increase in earned income since the effective date of the FSS Contract of Participation. (Subtract line 6 from line 3.)	9.
10. 30% of current monthly Adjusted Income less increase in earned income since the effective date of the FSS Contract of Participation. (Line 9 divided by 40)	10.
11. 10% of current monthly Annual Income less increase in earned income since the effective date of the FSS Contract of Participation. (Line 7 divided by 120)	11.
12. If applicable, welfare rent (enter amount on line 9g of form HUD-50058) or public housing ceiling rent (enter amount on line 10c of form HUD-50058)	12.
13. TTP based on current Annual Income less increase in earned income since effective date of the FSS Contract of Participation. (If rental vouchers, enter the amount on line 10, otherwise, enter the greater of line 10, 11, or 12.)	13.
14. Difference between 30% of current monthly Adjusted Income and TTP adjusted for increases in earned income. (Subtract line 13 from line 8. Enter 0 if negative.)	14.
15. Current TTP (Enter the amount on line 9j of form HUD-50058 or, in the case of rental vouchers, enter the amount on line 8 of this form.)	15.
16. TTP on effective date of the FSS Contract of Participation or, in the case of rental vouchers, 30% of monthly Adjusted Income on effective date of the FSS Contract of Participation. (Enter amount from contract of participation.)	16.
17. Difference between current TTP and TTP on effective date of the FSS Contract of Participation. (Subtract line 16 from line 15. Enter 0 if negative.)	17.
18. Enter the lesser of line 14 or line 17.	18.
19. Applicable Very Low-Income Limit (Enter the current very low-income limit for the jurisdiction in which the FSS family is living.)	19.
20. Amount by which Adjusted Income exceeds the Very Low-Income Limit (Subtract line 19 from line 3.)	20.
21. 30% of the amount by which Adjusted Income exceeds the Very Low-Income Limit (Line 20 divided by 40)	21.
22. Escrow credit (Subtract line 21 from line 18.)	22.

This HUD form is optional and is used here to illustrate the process. PHAs may develop their own FSS Worksheet.

Previous Editions are Obsolete

form HUD-52652 (4/04)  
ref. Handbook 7420.8

Each Housing Agency (HA) must enter into a contract of participation with each eligible family that opts to participate in the FSS program. Each HA must consult with local officials to develop an action plan containing descriptions of the size, characteristics, and needs of the population to be served by its proposed FSS program; the services and activities it will provide; how the program will be implemented; the public and private resources through which services and activities will be provided; a time-table for implementation; and other data necessary for HUD to ensure coordinated implementation of program services and activities.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0178), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600.

Do not send this form to the above address.

Response to this collection of information is mandatory by law (Section 23 (c) & (g) of the U.S. Housing Act of 1937, as added by Section 554 of the Cranston-Gonzalez National Affordable Housing Act (PL 101-625) for participation in the FSS program.

The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained.

HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

### **Instructions for Completing the FSS Escrow Account Credit Worksheet**

1. An escrow credit must be determined at each reexamination and interim determination occurring after the effective date of the FSS contract of participation while the family is participating in the FSS program.
2. The amount of the escrow credit can be calculated using Form HUD-52652, or another document which incorporates the procedures in Form HUD-52652.
3. The amount of the escrow credit will vary depending on the income level of each FSS family and is based on increases of **earned** income since the effective date of the contract of participation. If the family's adjusted income exceeds the lower-income limit in the jurisdiction in which the FSS family is living (the amount on line 3 is greater than the amount on line 2), the family does not qualify for an escrow credit. In such cases, line 4 - line 22 of Form HUD-52652 will not be completed.

**Programa de Autosuficiencia Familiar**

Hoja de Trabajo del Crédito de la Cuenta de Reserva de FSS

**El crédito de reserva deberá ser determinado en cada reexaminación y determinación interina que se lleve a cabo después de la fecha efectiva del contrato de participación de FSS mientras la familia esté participando en el programa de Autosuficiencia Familiar.**

Jefe de la familia FSS: \_\_\_\_\_

Fecha: \_\_\_\_\_

1. Ingreso anual actual (Entre la cantidad de la línea 7i de la forma HUD-50058)	1.\$
2. Limite de Ingreso Bajo Aplicable (Entre el límite de de ingreso bajo actual para la jurisdicción donde vive la familia FSS)	2.
3. Ingreso actual ajustado (Entre la cantidad en la línea 8y de la forma HUD-50058) <b>Si la cantidad en la línea 3 es mayor a la línea 2, esta familia no cualifica para crédito de FSS.</b>	3.
4. Ingreso devengado incluido en la línea 1 (Añada el ingreso codificado como B, M, F, HA y W, de la columna 7f de la forma HUD-50058)	4.
5. Ingreso devengado incluido en el Ingreso Anual en la fecha efectiva del contrato de participación de FSS (Entre la cantidad estipulada en el contrato de participación)	5.
6. Aumentos en el ingreso devengado desde la fecha efectiva del contrato de participación de FSS (Reste la cantidad de la línea 5 de la 4. Si es negativo, entre 0)	6.
7. Ingreso Anual Actual menos el aumento en ingreso devengado desde la fecha de efectividad del contrato de participación del FSS. (Reste la cantidad de la línea 6 de la línea 1)	7.
8. El treinta (30%) porciento del Ingreso Ajustado mensual actual (Cantidad de la línea 3 dividida entre 40. La cantidad calculada deberá igualar la cantidad en la línea 9f de la forma HUD-50058)	8.
9. Ingreso Ajustado Actual menos el aumento en ingreso devengado desde la fecha de efectividad del contrato de participación del FSS (Reste la cantidad de la línea 6 de la 3)	9.
10. El treinta (30%) porciento de Ingreso Ajustado mensual actual menos el aumento en ingreso devengado desde la fecha de efectividad del contrato de participación del FSS (La cantidad de la línea 9 divide entre 40)	10.
11. El diez (10%) porciento de Ingreso Anual mensual actual menos el aumento en ingreso devengado desde la fecha de efectividad del contrato de participación de FSS (La cantidad en la línea 7 dividida entre 120)	11.
12. Si aplica, renta de ("welfare") bienestar social (entre la cantidad en la línea 9g de la forma HUD-50058) o la renta máxima ("ceiling") de vivienda pública (entre la cantidad en la línea 10c de la forma HUD-50058)	12.
13. El TTP, basado en el Ingreso Anual actual menos el aumento en ingresos devengados desde la fecha e efectividad del contrato de participación de FSS (Si tiene vales de alquiler -"rental vouchers"- , entre la cantidad que aparece en la línea 10. De lo contrario, entre la cantidad mayor de las líneas 10, 11, y 12.)	13.
14. La diferencia entre el 30% del actual Ingreso Ajustado mensual y el TTP ajustado debido a aumentos en ingresos devengados (Reste la cantidad en la línea 13 de la 8, si le da negativo, entre 0)	14.
15. TTP actual (entre la cantidad de la línea 9j de la forma HUD-50058, o en el caso de "rental vouchers", entre la cantidad en la línea 8 de esta forma)	15.
16. El TTP de la fecha de efectividad del contrato de FSS o en el caso de "rental vouchers", el 30% del Ingreso Ajustado mensual en la fecha de efectividad del contrato de participación de FSS. (Entre la cantidad del contrato de participación)	16.
17. La diferencia entre el TTP actual y el TTP en la fecha de efectividad del contrato de participación del FSS. (Reste la cantidad en línea 16 de la 15. Entre 0 si la cantidad es negativa)	17.
18. Entre la cantidad menor de las líneas 14 o 17	18.
19. Limite de ingreso muy bajo aplicable (Entre el ingreso muy bajo actual en la jurisdicción donde reside la familia de FSS)	19.
20. La cantidad por la cual el Ingreso Ajustado excede el Limite de Ingresos Muy Bajos (Reste la línea 19 de la 3)	20.
21. El 30% de la cantidad por la cual el Ingreso Ajustado se excede del limite de Ingresos Muy Bajos (Cantidad de la línea 20 dividida entre 40)	21.
<b>22. Crédito de reserva -"Escrow Credit"- (Reste la cantidad en la línea 21 de la 18)</b>	<b>22.\$</b>

**Programa de Autosuficiencia Familiar****EJEMPLO**

Hoja de Trabajo del Crédito de la Cuenta de Reserva de FSS

**El crédito de reserva deberá ser determinado en cada reexaminación y determinación interina que se lleve a cabo después de la fecha efectiva del contrato de participación de FSS mientras la familia esté participando en el programa de Autosuficiencia Familiar.**

Jefe de la familia FSS: María la del BarrioFecha: Junio 31, 2004

1. Ingreso anual actual (Entre la cantidad de la línea 7i de la forma HUD-50058)	1.\$	13,000
2. Limite de Ingreso Bajo Aplicable (Entre el límite de de ingreso bajo actual para la jurisdicción donde vive la familia FSS)	2.	25,000
3. Ingreso actual ajustado (Entre la cantidad en la línea 8y, de la forma HUD-50058) <b>Si la cantidad en la línea 3 es mayor a la línea 2, esta familia no cualifica para crédito de FSS.</b>	3.	11,540
4. Ingreso devengado incluido en la línea 1 (Añada el ingreso codificado como B, M, F, HA y W, de la columna 7f de la forma HUD-50058)	4.	13,000
5. Ingreso devengado incluido en el Ingreso Anual en la fecha efectiva del contrato de participación de FSS (Entre la cantidad estipulada en el contrato de participación)	5.	0
6. Aumentos en el ingreso devengado desde la fecha efectiva del contrato de participación de FSS (Reste la cantidad de la línea 5 de la 4. Si es negativo, entre 0)	6.	13,000
7. Ingreso Anual Actual menos el aumento en ingreso devengado desde la fecha de efectividad del contrato de participación del FSS. (Reste la cantidad de la línea 6 de la línea 1)	7.	0
8. El treinta (30%) porciento del Ingreso Ajustado mensual actual (Cantidad de la línea 3 dividida entre 40. La cantidad calculada deberá igualar la cantidad en la línea 9f de la forma HUD-50058)	8.	289
9. Ingreso Ajustado Actual menos el aumento en ingreso devengado desde la fecha de efectividad del contrato de participación del FSS (Reste la cantidad de la línea 6 de la 3)	9.	0
10. El treinta (30%) porciento de Ingreso Ajustado mensual actual menos el aumento en ingreso devengado desde la fecha de efectividad del contrato de participación del FSS (La cantidad de la línea 9 dividida entre 40)	10.	0
11. El diez (10%) porciento de Ingreso Anual mensual actual menos el aumento en ingreso devengado desde la fecha de efectividad del contrato de participación de FSS (La cantidad en la línea 7 dividida entre 120)	11.	0
12. Si aplica, renta de ("welfare") bienestar social (entre la cantidad en la línea 9g de la forma HUD-50058) o la renta máxima ("ceiling") de vivienda pública (entre la cantidad en la línea 10c de la forma HUD-50058)	12.	N/A
13. El TTP, basado en el Ingreso Anual actual menos el aumento en ingresos devengados desde la fecha e efectividad del contrato de participación de FSS (Si tiene vales de alquiler -"rental vouchers"- , entre la cantidad que aparece en la línea 10. De lo contrario, entre la cantidad mayor de las líneas 10, 11, y 12.)	13.	0
14. La diferencia entre el 30% del actual Ingreso Ajustado mensual y el TTP ajustado debido a aumentos en ingresos devengados (Reste la cantidad en la línea 13 de la 8, si le da negativo, entre 0)	14.	289
15. TTP actual (entre la cantidad de la línea 9j de la forma HUD-50058, o en el caso de "rental vouchers", entre la cantidad en la línea 8 de esta forma)	15.	289
16. El TTP de la fecha de efectividad del contrato de FSS o en el caso de "rental vouchers", el 30% del Ingreso Ajustado mensual en la fecha de efectividad del contrato de participación de FSS. (Entre la cantidad del contrato de participación)	16.	105
17. La diferencia entre el TTP actual y el TTP en la fecha de efectividad del contrato de participación del FSS. (Reste la cantidad en línea 16 de la 15. Entre 0 si la cantidad es negativa)	17.	184
18. Entre la cantidad menor de las líneas 14 o 17	18.	184
19. Limite de ingreso muy bajo aplicable (Entre el ingreso muy bajo actual en la jurisdicción donde reside la familia de FSS)	19.	18,000
20. La cantidad por la cual el Ingreso Ajustado excede el Limite de Ingresos Muy Bajos (Reste la línea 19 de la 3)	20.	0
21. El 30% de la cantidad por la cual el Ingreso Ajustado se excede del límite de Ingresos Muy Bajos (Cantidad de la línea 20 dividida entre 40)	21.	0
<b>22. Crédito de reserva -"Escrow Credit"- (Reste la cantidad en la línea 21 de la 18)</b>	<b>22.\$</b>	<b>184</b>





# ANEJO 6

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□ Plan Individual de Adiestramiento y Servicios

■ EJEMPLO

**Programa de Autosuficiencia Familiar  
Plan Individual de Adiestramiento y Servicios**

Nombre del participante \_\_\_\_\_

Número de Seguro Social \_\_\_\_\_

**Meta final**

Meta Interina Número \_\_\_\_\_

Fecha en que se logró \_\_\_\_\_

Actividades/servicios  
Fecha(s)

Partes responsables

Meta Interina Número \_\_\_\_\_

Fecha en que se logró \_\_\_\_\_

Actividades/servicios  
Fecha(s)

Partes responsables

Meta Interina Número \_\_\_\_\_

Fecha en que se logró \_\_\_\_\_

Actividades/servicios  
Fecha(s)

Partes responsables

Meta Interina Número \_\_\_\_\_

Fecha en que se logró \_\_\_\_\_

**Programa de Autosuficiencia Familiar**  
**Plan Individual de Adiestramiento y Servicios**

**EJEMPLO**

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Nombre del participante Juan del Pueblo	Número de Seguro Social 599-00-0000
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**Meta final**

Mantener un trabajo a tiempo completo y encaminarme a obtener mejor oportunidades salariales

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Meta Interina Número 1

Obtener diploma de Grado de Equivalencia

Fecha en que se logró \_\_\_\_\_

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Actividades/servicios Fecha(s)	Partes responsables
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Tomar el examen de admisión  
Empezar clases  
Mantener asistencia  
Completar el programa y tener prueba de haberlo completado  
Contactar un representante de FSS mensualmente

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Meta Interina Número 2

Obtener certificación en construcción

Fecha en que se logró \_\_\_\_\_

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Actividades/servicios Fecha(s)	Partes responsables
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Tomar el examen de colocación  
Empezar clases  
Mantener asistencia  
Completar el programa y traer prueba de ello

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Meta Interina Número 3

Obtener un trabajo a tiempo completo

Fecha en que se logró \_\_\_\_\_

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Actividades/servicios Fecha(s)	Partes responsables
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Asistir a reclutamiento de trabajo  
Asistir a ferias de empleo  
Buscar en los periódicos  
Entregar resume  
Obtener empleo y reportar ingresos a un especialista de vivienda

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Meta Interina Número 4

Lograr independencia de asistencia de Ingresos de Pan y Trabajo y Pasos (TANF)

Fecha en que se logró \_\_\_\_\_